

**GENERAL PURCHASING TERMS****I. Introduction**

- 1.1 These General Terms and Conditions ("Terms and Conditions") serve as commercial terms pursuant to Article 273 of Act No. 513/1991 Coll., the Commercial Code, as amended ("Commercial Code").
- 1.2 These Terms and Conditions are an integral part of all SAT Systémy automatizačnej techniky, spol. s r.o. (SAT SK or "Customer") orders for the delivery of goods, services or work ("order") and contracts concluded on their basis with a supplier to which the order is addressed ("Supplier").
- 1.3 These Terms and Conditions are also an integral part of all contracts concluded by SAT SK as the Customer for the delivery of goods, services or work ("delivery") that refer directly to their usage.

**II. Conclusion of Contract**

- 2.1 Contract between the Customer and the Supplier shall be deemed concluded (i) upon signature by persons authorized to act on behalf of or representing the parties, or (ii) written and unrestricted confirmation of SAT SK' order ("order confirmation") by the Supplier. The Supplier has 5 working days from receipt of the Customer's order to confirm the order.
- 2.2 Orders are issued exclusively in writing. Contracts are concluded exclusively in writing. For the purposes hereof, the requirement for materials to be concluded in writing is satisfied for electronic orders sent in PDF format via email by the Customer's authorised person and its subsequent confirmation by the Supplier back to the email of the Customer's authorised person. Verbal agreements become valid at the moment of the confirmation of their contents in writing by both parties thereto.
- 2.3 These Terms and Conditions become a part of the contract upon confirmation of an order. The Customer is authorised to recall or amend an order at any point before order confirmation by the Supplier.
- 2.4 If the confirmed order deviates from the contents of the order itself, the Supplier shall clearly report such deviations in the confirmed order. The Client is only bound to such deviations and they are only incorporated into the contract concluded based on order confirmation if the Customer provides clear consent to such deviations in writing. Acceptance of delivery or a portion thereof or payment of the price or a portion thereof is not considered acceptance of deviations from the contents of the order or acceptance of the confirmed order with deviations by the Customer.
- 2.5 The Supplier's terms and conditions, and any other provisions in other Supplier documents (e.g. specifications, technical documentation, advertising materials, confirmed orders or delivery notes) are not binding for SAT SK unless confirmed by SAT SK in writing. A reference to documentation in the Supplier's bid contained in the Customer's order do not constitute acceptance of the Supplier's terms and conditions.
- 2.6 Any licensing conditions on the part of the Supplier or its subcontractors (e.g. EULA) delivered with software products in paper or digital format are non-binding for SAT SK unless confirmed by SAT SK in writing. Such licensing conditions are not binding for SAT SK, especially if SAT SK has acted in a manner that these conditions associated with their acceptance or if the Customer receives software registration or other similar cards from SAT SK or if the Customer is granted consent to the conditional use of the software. The Supplier commits in contracts with its subcontractors to agree that such action taken by the Customer does not constitute the Customer's commitment thereto and commits to compensate the Customer for damages if such claims are applied against the Customer.
- 2.7 The contract, its annexes and other documents specified therein are contractual documents. These documents comprise the Contract and form an integral part thereof. Contractual documents complement or explain each other; in case of conflict between contractual documents, the provision of the contract shall prevail over other documents related thereto. Dimensions specified in writing or in numbers on drawings and not being principally incorrect, take precedence over dimensions measured from drawings.

**III. Price, Payment Conditions and Set-Offs**

- 3.1 All agreed prices are final. Prices include all the Supplier's costs inevitable to proper completion of the delivery such as transport, postage, packaging, insurance, taxes and similar fees, documentation, installation and testing, etc. Prices include all reimbursement for providing user rights for software and firmware included in delivery.
- 3.2 The Customer shall pay the Supplier based on a valid tax document ("invoice"). Pursuant to Act No. 222/2004 Coll. on Value Added Tax as amended ("VAT Act"), invoices must include the Customer's order number and the number and code for each line item. The Supplier shall send invoices electronically in PDF format to the email address of the Customer's authorised person. The Customer is authorised to return an invoice within its payment term and without resulting in delayed payment if an invoice includes incorrect charges, is incomplete or is not delivered with required attachments and supporting materials.
- 3.3 The Supplier shall issue an invoice as of the date of taxable delivery. This is the date on which the Customer accepts delivery, which is understood as the date on which risk of damage to the delivery transfers to the Customer.
- 3.4 Invoice payment terms are 60 (sixty) days from receipt of the invoice. The invoiced amount shall be paid to the Supplier's bank account provided in the applicable contract. The Customer's debt is satisfied once the outstanding amount is debited from the Customer's account.
- 3.5 The Supplier is authorised to offset all due and enforceable receivables that have not lapsed and that are not disputed by the parties if such set-off is approved by the Customer in writing. The Customer is authorised to offset any receivables. The Supplier is not authorised to assign any Customer receivables to any third party without the prior written consent of the Customer.
- 3.6 The Customer's payment of the invoiced amount is conditioned on the fact that the Supplier is not in delay with any payment for delivery previously made, even if based on any other contract. During such delay on the side of the Supplier, the Customer is not considered in delay with payment of the invoiced amount and the agreed payment term is extended accordingly based on the duration of the Supplier's delay.
- 3.7 Upon Customer request in justified cases (e.g. the Supplier is declared bankrupt), the Supplier shall demonstrate that it is properly collecting and making VAT payments. Until demonstrable presentation of such evidence, the Customer is authorised to defer payment for provided delivery without resulting in delay with payment. The application of Section 3.8 herein is not excluded.
- 3.8 If any circumstances occur until the payment the amount invoiced by the Customer which result in the Customer becoming a tax guarantor under Section 69 (14) of the VAT Act, the Customer has the right to withhold the amount of the applicable value added tax that the Supplier is obliged to pay to the applicable tax authorities until such moment that the Supplier reliably demonstrates that it has properly discharged this tax obligation.
- 3.9 The Supplier shall provide the Customer with all cooperation needed in matters involving the Supplier and tax authorities, especially full and timely providing of accurate information, documents and support in negotiations between the Customer and tax authorities if the tax authorities raise claims against the Customer due to its obligation to provide guaranty for VAT or if the Customer voluntarily paid VAT for the delivery under the Contract.

**IV. Delivery - Handover and Acceptance**

- 4.1 Delivery is accepted:
  - a) for delivery without installation: upon written confirmation of delivery (including unloading) of the complete delivery at the delivery location as defined in the confirmed order;
  - b) for delivery with installation and for services: upon written confirmation of acceptance of the complete delivery by the Customer.
- 4.2 For delivery of technical equipment and instrumentation, the Supplier shall train the Customer's operators and maintenance personnel or the end-users of the delivery. The Supplier shall deliver all documentation related to delivery (i.e. installation plans, including all utility connections and construction

requirements, data sheets, installation manuals, processing instructions, storage and operating regulations and maintenance regulations, etc.). All documents delivered by the Supplier must be delivered with the delivery at the latest in two copies and in Slovak or in English. Upon Customer request, the Supplier shall provide these documents in other language versions at no charge.

- 4.3 If the contract involves products defined in the executing regulations related to Act No. 264/1999 Coll. on Product Technical Requirements and Conformity Assessment, the Supplier shall provide the Customer with a copy of declaration of conformity or a written commitment to issue a declaration of conformity. Furthermore, the Supplier shall permit the Customer to check on progress on the contract and delivery during completion.
- 4.4 The Customer is authorised to call on the Supplier in writing to cease the work on the delivery. The Supplier shall interrupt work on delivery after receiving such notice until it receives a written notice from the Supplier to continue work on the delivery.
- 4.5 The Supplier is not authorised to request payment of storage fees or any other costs incurred because of such stoppage of work on the delivery for the first 90 days of such stoppage. Delivery terms will be extended appropriately by the duration of the halt in work.
- 4.6 The Supplier shall immediately inform the Customer and request instructions if the Supplier is at risk of delay in completing delivery.
- 4.7 If the Supplier is in delay with completion of delivery, the Customer is entitled to charge the Supplier a contractual penalty totalling 0.3% of the price for delivery (including VAT) for each day of delay. Payment of the contractual penalty has no impact on the Customer's entitlement to compensation for damages.
- 4.8 The place of delivery is the location stipulated in the order. Delivery is made on working days between the hours of 8:30 AM and 5:00 PM.
- 4.9 The Supplier is only authorised to complete delivery via subcontractors with the prior consent of the Customer.
- 4.10 Delivery or a portion thereof may be completed using so called Remote access if the nature of the delivery or portion thereof permits. Unless the Contract specifies that a specific portion of delivery must be conducted by the Supplier at the place of delivery or via remote access and the nature of the delivery permits both options, the Customer is authorised to select between these two options as it sees fit without any impact on the agreed price of delivery. The Customer shall permit the Supplier to perform remote access if remote access is to be used to complete delivery. The Supplier bears all costs associated with remote access.
- 4.11 The Supplier is only entitled to complete delivery before the agreed date of delivery with the explicit written consent of the Customer.

## **V. Delivery, Transfer of Title and Risk of Damage**

- 5.1 The Supplier shall complete delivery at its own cost and risk to the agreed delivery location (with shipment paid in Slovakia or DAP per INCOTERMS 2010 for international shipments). COD shipments will not be accepted. The Supplier shall package the delivery in such a way that prevents damage thereto and prevents other health and property damage during transport.
- 5.2 The Supplier shall provide a delivery note with all the details from the order, including the order number, part number, precise labelling of the goods, order line items and the tariff classification of the goods if delivered from a European Union country. Delivery shall include the Supplier's completed declarations required for the purposes of export and customs inspections and documents demonstrating the origin of the goods used for customs and re-export purposes, etc.
- 5.3 If costs to transport the delivery to the agreed place are paid by the Customer per the contract, the Supplier is only authorised to charge the Customer those costs that the Customer approved in advance.

5.4 If costs to transport the delivery to the agreed place are paid by the Customer, all damage to the delivery during transport are insured by SAT SK Global Transport Insurance (GTV) with worldwide coverage. The Supplier shall report the transport of all individual consignments with an equivalent value of more than €10 million or transport with a lead time (including storage during transport) of more than 60 days to the Customer in advance. The Supplier shall recognise SAT SK GTV Insurance and especially prevent duplication of such insurance cover. The Customer shall not pay for excessive insurance cover. The provisions hereof do not limit the Supplier's liability for damage to the delivery during transport.

5.5 If transport is performed by a carrier selected by the Customer, the Supplier shall inform the carrier of all necessary data and details concerning hazardous goods.

5.6 The Supplier shall ensure that / following:

- a) the delivery is provided with a packing or delivery note containing details of the contents and the Customer's complete order number;
- b) every portion of a consignment shall contain details of its contents as well as the Customer's complete order number on the packaging;
- c) dispatch of a delivery that requires the presence/cooperation of its recipient shall be reported in writing at least 1 working day in advance to the Customer/recipient together with clear indication of its contents and the Customer's complete order number.

5.7 Title and risk of damage transfer to the Customer:

- a) for delivery without installation, upon written confirmation of receipt (delivery and unloading) of the undamaged delivery at the place specified in the confirmed order;
- b) for delivery with installation, upon signature of the acceptance report for the delivery by the Supplier and the Customer.

5.8 Materials owned by the Customer and provided to the Supplier to complete delivery remain the property of the Customer; such materials shall be stored separately at no charge, labelled and recorded in administrative records. These materials may only be used to satisfy the Supplier's commitments to the Customer. If damaged or lost, the Supplier shall procure and use corresponding replacements at its own cost.

5.9 The Supplier shall process or modify the Customer's materials exclusively on behalf of the Customer. The Customer is on the instant the sole owner or co-owner of the modified material, intermediate product or new items. The Customer is the owner of new items once such processing or modification occurs. The Supplier shall professionally care for such new items on behalf of the Customer at no charge and until it is furnished to the Customer.

5.10 Tools, moulds, samples, models, profiles, drawings, standards, print templates, instructions in any form, provided by the Customer, as well as objects produced using them, may not be passed on to third parties or used for any purpose other than that agreed in the contract without the written approval of the Customer. The Supplier shall protect such property against unauthorised usage and label them with the Customer's name. If the Supplier violates any of these obligations, the Customer may seek their return without impacting any of its other rights.

## **VI. Warranty for Quality, Responsibility for Defects**

6.1 The Supplier shall provide the Customer with a warranty for the quality of the delivery of 3 (three) years, which begins once risk of damage transfers to the Customer.

6.2 For deliveries the Customer delivers to third parties without use of the delivery, the warranty period commences upon acceptance by the third party, and ends at the latest 3 (three) years after the transfer of all risk of damage to the goods to the Customer.

6.3 The Supplier shall ensure delivery complies with ISO 9001, ISO 14001 and OHSAS 18001 standards. If the Supplier is certified

pursuant to these standards, it shall furnish these certificates to the Customer upon request. If the Supplier is not certified, the Customer is authorised to conduct an audit for the purposes of determining compliance with these standards.

- 6.4 For defects discovered after the transfer of risk of damage or that appeared during the warranty period, the Supplier is obliged at its own cost and as selected by the Customer to remedy the defect or repeat delivery within 5 (five) working days from the date on which a claim is filed. This provision also applies to delivery for which inspection is limited to a random check of samples or identification. The Supplier shall send the Customer information about corrective actions taken to avoid the repetition of these defects in the format defined by the Customer. The term for sending such information is two (2) working days from the date on which a claim is filed.
- 6.5 If the Supplier does not remedy such defect or repeat delivery, even when provided with an adequate / appropriate additional term by the Customer, the Customer is authorised:
- a) to withdraw from the contract in full or in part;
  - b) to request a discount be provided;
  - c) to remedy defects at Supplier cost, either alone or via a third party, or secure replacement, whereby the Supplier's obligations in accordance with the warranty for quality and responsibility for defects are not affected.
- 6.6 The Customer may seek payment from the Supplier of a contractual penalty for defective delivery in the amount of 15% of the agreed price. The Customer's entitlement to compensation for damages above the contractual penalty is in no way affected.
- 6.7 Remedy of defects at Supplier expense may occur without providing an additional term to the Supplier if the Supplier is in delay with completion of the original delivery.
- 6.8 Costs incurred by the Customer to remedy the consequences of a violation of the Supplier's obligations and to remedy all defects in the delivery must be paid by the Supplier to the Customer based on written notice thereof from the Customer. The same applies to the Customer's sunken costs to complete or modify delivery for the purposes identified above.
- 6.9 The Customer is authorised to lodge claims for defective delivery immediately after it becomes aware of such defects or a third party becomes aware of such defects if delivered to a third party.
- 6.10 The above rules apply accordingly to substitute delivery in accordance with Section 6.4.
- 6.11 The Supplier bears all costs associated with claims, including transport costs.
- 6.12 The Supplier shall complete delivery or secure post-warranty repairs in exchange for adequate compensation, including the removal of spare parts, if required given the nature of the delivery for a period of 10 (ten) years from the completion of such delivery. If not, the Supplier is immediately obliged to report such fact to the Customer and secure a substitute solution under identical conditions.

## **VII. Licensing Provisions and Specific Provisions on the Supply of Computer Programs**

- 7.1 Hardware and software are always considered a single assembly, unless specified otherwise in the order.
- 7.2 If delivery includes copyrighted work or a computer program/software as defined in Act No. 185/2015 Coll., the Copyright Act ("Copyrighted Work") that was created exclusively for the Customer, the Supplier grants the Customer exclusive license for the use of the Copyrighted Work for any use of the Copyrighted Work at the conclusion of such contract in an unlimited scope and for an unrestricted period ("exclusive license"), unless the parties agree otherwise in writing. Within providing exclusive license, the Supplier shall provide the Customer with the current, updated version of the Copyrighted

Work that constitutes a computer program under Act No. 185/2015 Coll., the Copyright Act ("computer program").

- 7.3 If delivery includes Copyrighted Work that was not created exclusively for the Customer, the Supplier grants the Customer non-exclusive license for the use of the Copyrighted Work for any use of the Copyrighted Work at the conclusion of such contract in an unlimited scope and for an unrestricted period ("non-exclusive license"), unless the parties agree otherwise in writing.
- 7.4 Compensation for the use of the Copyrighted Work in the scope of the provided license (see Subsection 7.2 or 7.3 above) is included in the price for delivery.
- 7.5 The Customer is authorised to issue license to third parties for the use of the Copyrighted Work in the scope of the provided license (See Subsection 7.1 or 7.2 above), i.e. sub-license, and/or transfer this license.
- 7.6 The Supplier declares that it is authorised to issue license for the use of the Copyrighted Work to the Customer in the scope defined herein and that the use of the Copyrighted Work by the Customer as defined herein shall not violate any third-party rights.
- 7.7 The Supplier shall declare if the delivery contains open source components in a timely manner, and upon order confirmation at the latest. Open source components include software, hardware and other information provided to users free of charge with the right to modify or expand them based on an applicable license (e.g. GPL, LGPL or MIT license).
- 7.8 If a delivery includes open source components, the Supplier shall comply with the conditions of all involved open source licenses and provide an open source license to the Customer and provide the information needed by the Customer to comply with the open source licensing conditions. The Supplier shall also provide the following at order confirmation at the latest:
- the source code for the used open source software, including scripts and information about the environment, if required by valid licenses; and
  - a document presenting all contained open source components and their versions, all applicable license texts and copyright documents with appropriate distribution and content.
- 7.9 The Supplier commits to inform the Customer in a timely manner, and at order confirmation at the latest, if any of the open source licenses used by the Supplier with respect to their intended use by the Customer are subject to "copyleft" that may affect the Customer's products. Copyleft is a situation where the open source license used by the Supplier in a delivery requires that the Customer's delivery or other deliveries derived there from may only be distributed further if the open source licensing conditions are met, e.g. by making the source codes available.
- 7.10 If the Supplier notifies the Customer after delivery of order confirmation that the delivery includes open source components or is subject to copyleft, then the Customer is entitled to withdraw from the contract within 14 days from the delivery of such notification.
- 7.11 The Supplier shall install any computer program included in a delivery. After installation, the Supplier shall provide the Customer with a data media compatible with the Customer's computer systems containing the source and machine code as well as related technical documentation (the contents and procedure for compiling the data carrier, the program and diagrams of data flows, test protocols, test programs and debugging) and furnish it to the Customer. In addition to this documentation, the Supplier shall provide the Customer with written user documentation in Slovak in a sufficient quantity of copies.
- 7.12 A computer party created for the Customer is considered properly delivered if it corresponds to the agreed specifications and operates flawlessly for a period of at least four weeks after installation (test operation). The Customer shall certify the above in written confirmation of delivery acceptance.
- 7.13 During the warranty period, the Supplier shall provide the Customer with all subsequent versions of the delivered computer program containing patches ("updates") at no charge.

The Supplier shall also offer the Customer maintenance support for a period of at least 3 years from the expiry of the warranty period for the delivered computer program under standard market conditions.

## VIII. Damages

The full scope of the Customer's liability to the Supplier for damage incurred by the Supplier in the performance of the contract or violation of the obligations contained therein is limited to 10% of the total price of the contract (excl. VAT) for all damages cumulatively. Compensation is only provided for actual damage; no compensation is provided for lost profits or other costs. Any damages arising hereunder will be paid preferably in cash. Any contractual penalties or other sanctions paid by the Customer to the Supplier are set-off against claims for damages in full. The restrictions agreed above are not applied to damages caused intentionally or damages to health.

## IX. Withdrawal from the Contract

9.1 The parties may withdraw from the contract only in case of a material breach of the contract, or in cases expressly stipulated in the contract or these Terms and Conditions or in cases defined in legal regulations. Withdrawal from the contract shall be effective as of the day of delivery of a written withdrawal from the contract to the other party.

9.2 A significant breach of contract is defined as follows:

- a) the Supplier's delay with completion of delivery is more than 20 (twenty) days. The Customer shall notify the Supplier if delivery is to continue in the event of such delay. If delivery is to continue, the Customer may withdraw from the contract upon unsuccessful expiry of the term provided to remedy the situation;
- b) the Customer's delay with payment of an invoiced amount of more than 90 (ninety) days;
- c) violation of the commitments defined in Articles XI and XII of these Terms and Conditions.

9.3 A party is authorised to withdraw from the contract effective the date notice of withdrawal is delivered to the other party if:

- a) a decision to declare the bankruptcy of the other party was issued by the applicable bankruptcy court;
- b) a bankruptcy proceedings of the other party was terminated by the applicable bankruptcy court due to a lack of property;
- c) the other party has ceased making payments;
- d) a petition was filed with the applicable bankruptcy court to declare the other party bankrupt;
- e) the enforcement or execution on the property of the other party was unsuccessful;
- f) the other party was published in the list maintained by the Financial Authority of the Slovak Republic under Section 69 (15) of the VAT Act.

9.4 The parties are authorised to withdraw from the contract in the event of force majeure circumstances that prevent delivery for a period of more than 3 (three) months.

9.5 The Customer is authorised to withdraw from the contract if the Supplier is in delay with the performance of its commitments from other contracts with Customer for more than 30 (thirty) days.

9.6 The Customer is authorised to withdraw from the contract if there is no violation of contractual obligations if it commits to pay the Supplier the total price for completed and in-progress deliveries as of the effective date of withdrawal from the contract. In such case, the Supplier shall hand over such deliveries to the Customer.

## X. Confidentiality, Personal Data Protection

10.1 "Confidential Information" is any information, data or notices marked as "Confidential" or similarly by the party providing such

information, as well as any commercial or technical information and data provided by one party to the other party related to the contract and delivery, regardless of the data media. Information included in an offer based on which no contract was concluded shall also be considered as confidential; the Customer shall return such offer to the Supplier. In case of verbal confidential information, it is necessary to notify the receiving party orally before disclosure of such information and then confirm the confidentiality of such information in writing to the providing party within 3 (three) days after it was provided orally.

10.2 None of the parties shall be entitled to provide or disclose confidential information to any third party in any way without the prior written approval of the other party. The parties shall be entitled to use the received documents, data and confidential information for the purpose stipulated by the contractual relationship herein only. The obligation of confidentiality shall not be deemed as having been breached in case of provision of information due to fulfilment of obligations under legal regulations or provision of information to a court or arbitrary court upon filing claims or rights under the contractual relationship or provision of information, documents and data to persons within the group, consultants to such party and other persons involved in performance of the contractual relationship or activities related to such contractual relationship, having the obligation of confidentiality under the law or contractually adopted, whereby none of the parties shall be entitled to release such persons from such confidentiality. The parties hereby undertake to ensure the informing of such persons regarding their confidentiality obligation and binding such persons to observe such obligations to the same extent as the parties. The confidentiality obligation shall not apply to:

- Information publicly known at the time of conclusion of the contractual relationship or information disclosed subsequently in a way other than by breach of the confidentiality obligation,
- Information disclosed by a party pursuant to legal regulation or a decision of a public authority pursuant to applicable legislation,
- Information being demonstrably available to the party as of the day of conclusion of the contractual relationship,
- Information disclosed or information that shall be disclosed to the party by a third party without the title for limitation of their use or confidentiality.

10.3 The obligation to maintain confidentiality endures after termination of the contractual relationship. In case of a breach of obligations herein, the party breaching such obligation shall be obliged to pay a contractual penalty of €500 for each such breach. The aggrieved party's right for damages shall not be affected thereby.

10.4 The Supplier hereby authorizes the Customer to process, collect and maintain the Supplier's personal data contained in the contract and other personal data necessary to complete delivery. Such personal data shall be processed and maintained by the Customer in an internal register maintained by the Supplier to perform its obligations under the contract and for the purposes of recordkeeping.

10.5 The Supplier hereby grants consent under Section 10.4 for the duration of the contract and for a period of an additional five (5) years from the performance of all the Customer's rights and obligations as defined in the contract.

## XI. Code of Conduct

11.1 This Code of Conduct defines the basic requirements placed on SAT SK' suppliers and third party intermediaries concerning their responsibilities towards their stakeholders and the environment. SAT SK reserves the right to reasonably change the requirements of this Code of Conduct due to changes of the SAT SK Compliance Program. In such event SAT SK expects the supplier to accept such reasonable changes.

The supplier and/or third party intermediary declares herewith:

- Legal compliance
  - to comply with the laws of the applicable legal system(s).
- Prohibition of corruption and bribery

- to tolerate no form of and not to engage directly or indirectly in any form of corruption or bribery and not to grant, offer or promise anything of value to a government official or to a counterparty in the private sector to influence official action or obtain an improper advantage.
  - Fair competition, anti-trust laws and intellectual property rights
    - to act in accordance with national and international competition laws and not to participate in price fixing, market or customer allocation, market sharing or bid rigging with competitors;
    - to respect the intellectual property rights of others.
  - Conflicts of interest
    - to avoid all conflicts of interest that may adversely influence business relationships.
  - Respect for the basic human rights of employees
    - to promote equal opportunities for and treatment of its employees irrespective of skin colour, race, nationality, social background, disabilities, sexual orientation, political or religious conviction, sex or age;
    - to respect the personal dignity, privacy and rights of each individual;
    - to refuse to employ or make anyone work against his will;
    - to refuse to tolerate any unacceptable treatment of employees, such as mental cruelty, sexual harassment or discrimination;
    - to prohibit behaviour including gestures, language and physical contact, that is sexual, coercive, threatening, abusive or exploitative;
    - to provide fair remuneration and to guarantee the applicable national statutory minimum wage;
    - to comply with the maximum number of working hours laid down in the applicable laws;
    - to recognize, as far as legally possible, the right of free association of employees and to neither favour nor discriminate against members of employee organizations or trade unions.
  - Prohibition of child labour
    - to employ no workers under the age of 15 or, in those countries subject to the developing country exception of the ILO Convention 138 of the International Work Organisation, to employ no workers under the age of 14.,
  - Health and Safety of employees
    - to take responsibility for the health and safety of its employees;
    - to control hazards and take the best reasonably possible precautionary measures against accidents and occupational diseases;
    - to provide training and ensure that employees are educated in health and safety issues;
    - to set up or use an occupational health & safety management system according to OHSAS 18001 or equivalent.
  - Environmental protection
    - to act in accordance with the applicable statutory and international standards regarding environmental protection;
    - to minimize environmental pollution and make continuous improvements in environmental protection;
    - to set up or use a reasonable environmental management system.
  - Supply Chain
    - to use best efforts to promote among its suppliers compliance with this Code of Conduct;
    - to comply with the principles of non-discrimination with regard to supplier selection and treatment.
  - Conflict Minerals
    - to take reasonable efforts to avoid in its products the use of raw materials which directly or indirectly finance armed groups who violate human rights (hereinafter referred to as the „Code of Conduct“).
- ## XII. Supplier's Principles of Conduct
- 12.1 The Supplier shall comply with legal regulations, specifically those related to combating corruption, the protection of economic competition, combating money laundering and criminal and administrative law as well as all other principles and requirements identified in Article XI herein.
- 12.2 Upon request of the Customer, the Supplier shall provide the Customer as it requests either (i) written information using the Customer's forms or (ii) a written report approved by the Customer describing the measures taken by the Supplier to fulfil the requirements contained in the "Principles of Conduct for SAT SK Suppliers".
- 12.3 The Customer or authorised third parties accepted by the Supplier are authorised to conduct compliance inspections concerning the commitments defined in Article XI, including at the Supplier's premises. Inspections may only be performed based on prior written notice from the Customer during normal working hours and in accordance with valid data protection regulations. Such inspection may not represent an excessive restriction on the Supplier's business activities or otherwise interfere with the Supplier's commitments regarding confidentiality involving third parties. The Supplier shall provide adequate cooperation when such inspections are performed. The parties shall cover their respective costs incurred with such inspections.
- 12.4 The Supplier shall prevent illegal work as defined in the law, both directly by the Supplier and by its subcontractors. The Supplier shall furnish documents to the Customer demonstrating that the persons performing work for the Supplier or its subcontractors are not performing illegal work as defined in legal regulations upon Customer request namely in the unnecessary extent, however in form of a declaration defining the name and surname of the employee, date of birth, fact whether the employment or similar labour relationship has been entered into, and whether the obligations according applicable legislation on social security has been fulfilled at least, namely before starting work on the delivery as well.
- 12.5 The Supplier who meets the definition of the partner of the public sector as result of entering into the contract with the Customer according to the Act No. 315/2016 Coll. as amended is obliged to be registered in the register of the partners of the public sector. The Supplier is obliged to check whether the subcontractors who are intended to be contracted when performing the contract are registered in the register of the partners of the public sector, if this obligation applies to them. The Supplier is liable for the fulfilment of the registration obligation of his subcontractors as well.
- 12.6 The Customer is authorised to apply its entitlement to require damages in a corresponding amount if the Customer is levied a penalty or damages has arisen to the Customer due to violation of these obligations on the part of the Supplier or its subcontractors; the Supplier is obliged to remove detrimental state without undue delay.
- ## XIII. Principles of OHS, Fire Safety and Environmental Protection for the Supplier
- 13.1 The following principles are elaborated in accordance with legal regulations and are specifically intended for instructing those persons conducting work on the Customer's premises for an extended duration. Their purpose is to assure occupational health and safety and environmental protection as well as the proper handling of wastes and hazardous chemicals and to provide details on the management systems deployed within the Customer's company.
- 13.2 The Supplier shall notify its employees and other persons conducting activities for the Customer's Supplier, including all

- subcontractors ("Supplier's employees") of the principles of occupational health and safety (OHS), fire safety and environmental protection ("principles") before starting their work for the Customer and shall ensure full compliance with legal regulations and these principles by these persons.
- 13.3 The Supplier is responsible for its employees and shall ensure all employees have valid permits to live and work in Slovakia.
- 13.4 If the Supplier intends to conduct activities associated with a risk for the Customer, the Supplier shall inform the Customer of such risk in writing in advance.
- 13.5 The Supplier's employees may only operate in premises specified in the contract or reserved for the Supplier. In such premises, the Supplier's employees are obliged to follow all instructions for assuring occupational health and safety, i.e. the primary operating regulations for the premises, technical procedures, fire protection documentation and fire alarm guidelines.
- 13.6 The Supplier shall inform the Customer in writing in advance if the Supplier will use its own technical equipment and tools at the Supplier's premises. The Supplier has full responsibility for the functionality and primarily the safety of such equipment. Upon Customer request, the Supplier shall provide accompanying and operating documentation for all equipment and installations.
- 13.7 The Supplier is responsible in full for the qualifications of its employees. Upon Customer Request, the Supplier shall provide training, professional certification and medical records for the Supplier's employees.
- 13.8 The Supplier is responsible in full for equipping its employees with adequate personal protective equipment ("PPE") in accordance with the outcomes of the risk assessment process. In extraordinary cases, the Customer may provide the Supplier's employees with the required PPE based on conditions agreed in advance.
- 13.9 The Supplier is responsible for providing first aid for the Supplier's employees.
- 13.10 The Supplier shall report all injuries suffered by the Supplier's employees at the Customer's premises without any undue delay. The Supplier shall request a representative of the Customer complete the "occupational accident record" if necessary.
- 13.11 The Supplier shall inform the Customer of all events that occur in the performance of the contract at the Customer's premises resulting in death or a serious occupational accident involving the Supplier's employee.
- 13.12 In the event of a fire or other extraordinary incident requiring rapid evacuation, the Supplier's employees are obliged to follow the fire alarm guidelines for the building, the instructions provided by contact persons and instructions from the response commander. If the Supplier performs activities with an elevated fire risk at the Customer's premises, the Supplier shall complete the "hot work order" form together with the Customer before starting such activities.
- 13.13 If the Supplier delivers products subject to restrictions based on substances or informational specifications contained in legal regulations (e.g. REACH, RoHS), the Supplier shall declare such substances using the BOMcheck database (BOMcheck.net) or in another appropriate format provided by the Customer at the latest on the day of the first delivery of the product and in relation to regulations in force for the Supplier's or the Customer's jurisdiction or at the place of delivery specified by the Customer. The Supplier shall declare all substances contained in the Siemens List of Declarable Substances in the manner identified above.
- 13.14 The Supplier is not authorised to bring in hazardous chemicals and chemical substances in quantities of more than 1 litre (kg) to the Customer's buildings. If hazardous chemicals and substances are required to complete the agreed work, the Supplier must provide the Customer with a list and safety data sheets for all such substances and their usage is subject to the approval of the Customer's EMS Specialist.
- 13.15 If the delivery includes goods that are classified as hazardous goods under international law, the Supplier shall inform the Customer in the manner agreed between the Customer and the Supplier on the date of order confirmation at the latest.
- 13.16 Chemicals and chemical substances brought in by the Supplier that are not consumed in full on the same day must be removed by the Supplier at the end of the working day from the Customer's building or stored in the designated location until their complete usage.
- 13.17 The Supplier shall remove empty and contaminated packaging from hazardous chemicals and chemical substances on the date they are emptied.
- 13.18 The Supplier generating all such waste in the Customer's building is considered the waste generator and shall secure disposal at its own cost. If any of the obligations related to the Delivery according to the applicable legislation regulating the waste applies to the Customer, the Supplier is obliged to fulfil this obligation for the Customer.
- 13.19 The Customer is authorised to conduct an audit of the Supplier's quality system. Section 12.3 of these Terms and Conditions shall apply in kind.

#### **XIV. Provisions Concerning Export Control Regulations**

- 14.1 The Customer shall not be obliged to perform under this contract if such performance shall be affected by any obstacles arising from national or international regulations of international trade rules or upon embargoes or other sanctions.
- 14.2 The Supplier shall comply with all applicable provisions of national and international law concerning export control regulations, customs duties and related taxes and fees and international trade law ("international trade law") in relation to all delivered products and provided services. The Supplier shall procure all required export licenses and permits unless the Customer or another third party, and not the Supplier, is obliged to obtain such licenses and permits under applicable provisions of international trade law.
- 14.3 The Supplier shall immediately provide the Customer with all data and information in writing needed to permit the Customer to comply with all applicable provisions of international trade law related to the export, import or (if the event of re-sale) re-export of specific products and services; such data and information must be provided by the agreed time of delivery at the latest. The Supplier shall provide the following for each individual product or service:
- a) the "Export Control Classification Number" in accordance with the "U.S. Commerce Control List" (ECCN) if the goods are subject to "U.S. Export Administration Regulations";
  - b) all export numbers, specifically AL numbers, as defined in Community regulations if the goods are listed in Annex 1 to Council Regulation (EC) No. 428/2009;
  - c) the statistical number of the goods as defined in the valid classification of goods for foreign trade statistics and classified in accordance with the HS (harmonised system);
  - d) details of the country of origin (in the case of non-preferential origin);
  - e) a declaration from the supplier as to the preferential origin of the goods (in the case of European suppliers) or preferential certificate (for non-European suppliers) if required by the customer ("data").
- 14.4 In the event of any changes in the origin or specifications of the products or services or amendment of applicable provisions of international trade law, the Supplier shall immediately update such data and provide this data to the Customer in written form by the agreed date of delivery at the latest. The Supplier shall pay the Customer for all costs and other damages that occur because of the incompleteness or inaccuracy of the provided data.
- 14.5 The Supplier shall enact all necessary organisational instructions and measures, in particular with respect to the security of business premises, packaging, transport, business partners,

employees and information to ensure security within the supply chain under the requirements of internationally recognised initiatives per standards for securing and unifying global trade adopted by the World Customs Organisation (WCO Safe Framework of Standards) (e.g. Authorized Economic Operator AEO and the Customs – Trade Partnership Against Terrorism C-TPAT). The Supplier shall secure goods and services for the Customer or a third party authorised by the Customer to prevent unauthorised access or handling. The Supplier shall only authorise trustworthy persons to access the goods or services and shall commit its subcontractors to enact appropriate security measures. In addition to other rights and measures attributable to the Customer, the Customer is authorised to withdraw from the contract if these commitments are violated. If the Supplier may remedy these violations of the contract, the Customer is only authorised to withdraw from the contract if the defects endure after the expiry of an additional term provided by the Customer to remedy such issues.

#### **XV. Final Provisions**

- 15.1 In case any provision of the contract or Terms and Conditions herein becomes invalid, non-recoverable, vague, or ineffective, such matter shall not apply to the validity, enforceability or validity of other provisions of the contract or Terms and Conditions herein. In such case, the parties shall be obliged to make all possible efforts to conclude a written addendum to the contract replacing such provision of the contract and being the most suitable one to the originally intended objective of the provision.
- 15.2 A written document, under the contract herein, is a document executed (i) in a printed copy and sent to the other party to the address of the other party specified in the contract, by registered post or via a courier delivery service or any other way of delivery enabling confirmation of delivery back to the sender or (ii) in electronic form and sent via e-mail with a secured electronic signature.
- 15.3 The document shall be deemed as having been delivered on the third working day after its sending as specified in 15.2 herein even in case the recipient did not accept such document.
- 15.4 The contractual relationship between parties shall be governed by Slovak law with the exclusion of application of the United Nations Convention on Contracts for the International Sale of Goods. The contractual relationships not governed by the contract or Terms and Conditions herein shall be governed by the Commercial Code.
- 15.5 All disputes arising out of the contract or in relation thereof shall be resolved by the parties with an effort to reach an agreement. In case no agreement is reached, the dispute shall be settled by a court within the defendant's jurisdiction.
- 15.6 The Terms and Conditions herein, together with documents forming annexes hereto, shall constitute the complete contract and replace any existing agreements between the contractual related to the subject of the contractual relationship. The parties agree that there may be no agreements based on actual or future practice established between the parties or out of general business practices used or in the industry related to the subject of the contract herein beyond the scope of this contract.
- 15.7 The contract may be amended by written and numbered amendments only, signed by authorized representatives of both parties.
- 15.8 The Customer shall be entitled to change the Terms and Conditions herein for contracts with repeated deliveries. The changes to the contract shall become effective within 30 (thirty) days from the day of delivery of the notification about change of the Terms and Conditions to the Supplier, pursuant to the provisions of 15.2 herein; in this case the changed Terms and Conditions shall be applicable for deliveries completed after the changes come to effect. The Supplier shall be entitled to refuse changes to the Terms and Conditions herein and withdraw from the contract within 10 (ten) days from the day of delivery of notification on the changes to the Terms and Conditions herein.

In Bratislava on 25 April 2018