

GENERAL TERMS AND CONDITIONS, In addition to the specific terms and conditions set forth in the Purchase Order attached hereto, the following General Terms and Conditions also apply and, together with Purchase Order attached hereto, constitute the entire agreement between the parties (hereinafter as "Agreement"):

1. **Subject Matter.** The Seller agrees to deliver to the Buyer the Product(s), as specified in this Agreement and to transfer the title to such Product(s) onto the Buyer and the Buyer agrees to pay the price of the Product(s).
2. **Scheduling of Shipments.** Buyer and Seller shall work together to coordinate the shipment of Product(s) to Buyer's Facilities. Authorized representatives at Buyer's Facilities will order Product(s) for delivery in writing (via e-mail or by post) as required and Seller shall deliver such Product(s) on the agreed delivery date and agreed delivery place. Time is of the essence and it is essential that all Product(s) be delivered by Seller to Buyer in accordance with the agreed delivery conditions, including delivery dates. Buyer must be advised immediately by Seller of any delays in delivery of Product(s); contact details of authorized representatives of Buyer are listed in Purchase order. Seller agrees to both reimburse Buyer in full and indemnify Buyer for any loss, damage or cost, including, but not limited to, attorneys' fees, arising out of or related to any and all delays in Seller's delivery of Product(s) on the agreed date of delivery to the agreed place of delivery.
3. **Shipments of Hazardous Materials.** Seller shall comply and procure that any shipper of Product(s) complies with all laws, regulations, orders and ordinances regarding the shipment of hazardous materials or substances, including those that are valid in Slovak Republic.
4. **Seller's Obligations.** In addition to any other obligations contained elsewhere in this Agreement or any additional obligations under applicable legal regulation, the Seller shall in particular be obliged to
 - a) deliver the Product(s) during the business hours of the Buyer's warehouse, i.e., from 6:00 hours till 14:00 hours on working days, unless otherwise agreed between the parties in writing,
 - b) package the Product(s) and to prepare them for transportation in the manner specified in this Agreement; if packaging of the Product(s) or their preparation for transportation is not specified elsewhere in this Agreement, the Seller shall be obliged to package the Product(s) and prepare them for transportation in the customary manner, taking into account in particular the need to protect and preserve the Product(s), and the need to protect and preserve the properties and the quality of the Product(s),
 - c) hand over to the Buyer all documents needed for takeover and use of the Product(s) (for example, material safety data sheets and any warnings or other safety and health information concerning the Product(s) including, without limitation, any safe handling, use, storage, transportation or disposal practices), as well as any other documents, as agreed between the parties; the documents shall be delivered at the time and to the place specified for the delivery of the Product(s), unless otherwise agreed between the parties in writing,
 - d) maintain the necessary safety stock of the Product(s) in its warehouse or in consignment stocks, in the extent agreed between the parties in this Agreement or in another written contract,
 - e) comply with the Property Protection Provisions of Johns Manville Slovakia, a. s., which are inseparable part of the Agreement; the Seller shall procure that the subcontractors it uses to fulfill the obligations under this Agreement, comply with the Property Protection Provisions of Johns Manville Slovakia, a. s.,
 - f) maintain the insurance in full force and effect during the full term of this Agreement in the extent and under conditions agreed between the parties in this Agreement or in another written contract,
 - g) as the producer or its appointed representative issued the written declaration of conformity and marked Product(s) with the sign "CE" according to the directives of the European Parliament and Council (e.g. the Machinery Directive 2006/42/EC as amended), if the Product(s) or their parts are considered to be the determined product (in Slovak: *určený výrobok*) under special generally binding legal regulations (e.g., Act No. 264/1999 Coll. on the technical requirements for the products and on the consideration of the conformity as amended and the Ordinance No. 436/2008 Coll. of the Government of the Slovak Republic, by which the details on the technical requirements and the procedures of consideration of the conformity on the machine facilities are provided, as amended),
 - h) upon the request of the Buyer or upon the request of the inspection authorities of the Slovak Republic, to arrange for the disclosure of documentation which is in any way concerned with the declaration of conformity (Ordinance No. 436/2008 Coll. of the Government of the Slovak Republic, by which the details on the technical requirements and the procedures for the consideration of the conformity of the machine facilities are provided, as amended).
5. **Product Changes.** Seller shall provide Buyer written notice without any delay, but a minimum of six (6) months prior to any change in the specifications of the Product(s), raw materials, manufacturing process or any other similar change that could in any way affect the Product(s) appearance or performance or Buyer's use of the Product(s). Any changes covered by this Section must be approved in advance by Buyer. Buyer, at its sole discretion, may withdraw from this Agreement at any time without any liability if Seller fails to provide such timely notice and also in case if Buyer does not approve any changes covered by this Section.
6. **Invoices.** Invoices must be mailed by Seller to Buyer within 3 business days from the date of issue of the invoice. The Buyer shall be authorized to verify the correctness of the invoice and of the data, which served as the basis for

its issuance within 7 business days after the receipt of the invoice. In case the invoice does not contain all required data or if other errors are present in the invoice or in the data that served as the basis for its issuance, the Buyer shall be authorized to return such invoice to the Seller for correction. In such a case, the period of maturity stops and a new period of maturity starts with the receipt of the corrected invoice by the Buyer. Any invoice must contain all mandatory data in accordance with the generally binding legal regulations applicable on the invoice issuance date and must refer to the number of orders issued under this Agreement. Attached to the invoice – if not provided with shipment - shall be the confirmed delivery note or other document proving delivery of the Product(s) to the Buyer. Seller is obliged to send the invoices in electronic form by e-mail. The Parties agree to the following procedure for the electronic exchange of data associated with the issuance of electronic invoices and the electronic dispatch thereof to Buyer:

- a) the Buyer, as the recipient of the Product(s), gives its explicit consent to the Seller to send any and all invoices issued under the Agreement electronically,
- b) an electronic invoice issued under the terms and conditions agreed between the Parties shall be regarded as an invoice for the purposes of Act No. 222/2004 on value added tax, as amended,
- c) the Parties agree to the following procedure ensuring authenticity of origin, integrity of content and readability of an invoice from the issuance thereof until the end of the period for the retention of the invoice:
 - i. electronic invoices shall be issued as .pdf files; if the Seller has the necessary equipment, the Seller shall send electronic invoices in the format of a .pdf file which is non-editable but allows for the text thereof to be copied,
 - ii. if the Seller wishes to issue invoices in a format other than a .pdf file, this shall be possible only with the prior consent of the Buyer; this other format shall also guarantee compliance with the requirements of electronic invoices set out in the introductory part of this Section 6,
 - iii. the attachments to an invoice shall also be in electronic format; they shall be sent together with the electronic invoice and shall be drawn up as a .pdf file, provided that the nature thereof so permits, otherwise they shall be prepared in various formats (e.g. .doc, .docx, .xls, .tif, or .jpeg) as required by the nature and content of the attachment,
 - iv. where the Seller and the Buyer have the software and hardware necessary to apply electronic signatures and/or advanced electronic signatures (in particular in accordance with Act No. 215/2002 on electronic signatures and amending certain laws, as amended), the Seller, with the prior consent of the Buyer, shall be entitled to send the Buyer electronic invoices signed with an electronic signature and/or advanced electronic signature (the Buyer may give its consent in writing or by email),
 - v. the Buyer and Seller shall not interfere with an issued electronic invoice, including attachments thereto, and shall not change the content of thereof in any way whatsoever,
 - vi. the Buyer and Seller shall ensure the due and readable archiving of electronic invoices throughout the period of retention thereof,
 - vii. the Seller, when drawing up electronic invoices and sending them to the Buyer, shall proceed with due care in order to minimize the possibility of the loss, damage or incompleteness of information contained in electronic invoices and the attachments thereto,
 - viii. electronic invoices shall be regarded as served on the first working day following the date of demonstrable dispatch of the electronic invoice by the Seller to the designated email address of the Buyer; where permitted by the hardware and software of the Buyer, the Buyer shall confirm its receipt of an email to which an electronic invoice has been attached by the automatic dispatch of a confirmation email (the automatic confirmation of receipt of the email shall be sent to the Seller's email address from which the email with the electronic invoice was sent),
 - ix. if an electronic invoice is not delivered to the Buyer's designated email address, the Seller shall resend the electronic invoice to the Buyer's designated email address without undue delay and at the same time shall notify the Buyer by email (or, where appropriate, by telephone) of the fact that the electronic invoice has been resent to the Buyer; if an electronic invoice is not delivered to the Buyer's designated email address despite being resent, the Seller shall issue a physical copy of the invoice and send it to the address for the service designated in the present Agreement, or otherwise to the address of the Buyer's registered office, within two working days of the date of notification that the electronic invoice, despite being resent, has not been delivered,
- d) the Seller shall send electronic invoices complying with the conditions laid down in this Section to the following email address of the Buyer: podatelna@jm.com,
- e) the Buyer shall be entitled

- i. to change the email address for the service of electronic invoices specified in subparagraph d), in which case the Buyer shall notify such change to the Seller in advance in writing or by email; the change shall enter into effect on the third day of the date of service of such notification,
 - ii. to request that electronic invoices be delivered to more than one email address, but up to no more than three email addresses (including the address specified in subparagraph d) of this Section), which shall be notified to the Seller in accordance with subparagraph e) (i) of this Section,
- f) the Seller and Buyer declare that the procedure agreed between the Parties for the issuance and dispatch of electronic invoices laid down in this Section is sufficient for the conditions set out in the introductory part of subparagraph c) of this Section to be met.
- 7. **Payments.** Payments are to be remitted within 60 days. The payment period shall begin to run upon complete and defect-free performance of the delivery and receipt of a duly issued invoice. To the extent the Seller is required to provide material tests, test reports, quality documents or other documentation, the delivery will not be deemed complete unless such documentation has also been provided to the Buyer. In the event the Buyer has a justified claim on the Seller, the Buyer may in its sole discretion always withhold a corresponding part of the payment, set-off claims or make partial payments. Payment shall be deemed to be remitted on the date when the Buyer dispatches a cheque or transfers funds from its account to the Seller.
- 8. **Limited Meet or Release.** If, during the term of this Agreement, Buyer is offered by any third party supplier any product(s) that are the same as the Product(s) covered hereunder or another product(s) meeting the quality specifications of the Products set forth in this Agreement at a price lower than that being paid by Buyer under this Agreement, then Buyer will provide Seller notice of such offer. Within fifteen (15) days following receipt of such notice, Seller will either (a) meet such lower price and notify Buyer on such reduction of prices; or (b) notify Buyer that it will not reduce the price of its Products. If Seller (i) notifies Buyer that it will not reduce the price of its Products or if (ii) it fails to reduce the price of its Products or (iii) it fails to notify Buyer about such price reduction within the said 15 days period, Buyer shall be entitled to withdraw from this Agreement in its entirety or in its part whereas in such a case Seller shall continue to sell Buyer its remaining requirements, if any, pursuant to the terms of this Agreement. Unless expressly stated otherwise, this Agreement, including the language in this Section, is neither intended, nor shall it be construed, to create an exclusive supply agreement between Buyer and Seller. As such, Buyer is free to purchase any product(s) that are the same as the Product(s) covered hereunder or another product meeting the quality specifications of the Products set forth in this Agreement from any seller of its own choosing.
- 9. **Most Favored Nations Pricing.** If at any time during the term of this Agreement, Seller sells product(s) that are the same as the Product(s) covered under this Agreement under more favorable terms and conditions (e.g. quality, price, warranty terms, delivery terms) to an unaffiliated third party, then Seller shall notify Buyer within three (3) business days and upon Buyer's decision provide Buyer the Product(s) under the same favorable terms and conditions, effective on the same date as Seller provides the most favorable terms and conditions to the unaffiliated third party and continue to provide the more favorable terms and conditions to Buyer for the same period of time as provided to the unaffiliated third party. Seller shall provide Buyer access to Seller's company books and records to ensure compliance with this provision within five (5) business days of Buyer's written request.
- 10. **Risk of Loss and Transfer of Title.** Risk of loss to the Product(s) will remain with Seller until the Product(s) are accepted by Buyer hereunder or delivered to the destination designated by Buyer, whichever is later. The title (ownership) to the Products shall pass to the Buyer upon defect-free delivery at the place of receipt specified by the Buyer. Acceptance of the delivery or payment shall not constitute any waiver of any claims Buyer is entitled to nor does it constitute any acknowledgment of the delivery being in conformity with the Agreement.
- 11. **Warranty and Remedies.** In addition to any other warranties and/or remedies available to Buyer under applicable law, including those afforded to Buyer under Act No. 513/1991 Coll. the Commercial Code as amended, the parties also agreed that (i) the minimum warranty period shall be 24 months from the final acceptance of the Products by Buyer; this is without prejudice to any longer statutory warranty periods, (ii) the defects liability period shall be interrupted for the period of time from the moment, in which the Buyer notifies the Seller of defects of the Product(s), until the repair of the defects by the Seller, (iii) the Seller shall be obliged to respond in writing to any notice of defects made by the Buyer in written without undue delay, however no later than 7 calendar days after receiving the written notice of defects from the Buyer; the notice of defects of the Product(s) and the response to the notice may be sent by e-mail, (iv) the Seller expressly warrants that the Product(s) conform strictly to the specifications set forth in this Agreement and are suitable for the intended use, (v) the choice between the claims resulting from defects of the Product(s) shall be made at the Buyer's discretion and Buyer may change its claims resulting from defects of the Product(s) and (vi) in case the Seller has not rectified a defect after the lapse of a reasonable period set out by the Buyer, the Buyer may rectify the defects itself or have them rectified by a third party at the Seller's expense and the Seller shall fully reimburse any expenses incurred by the Buyer within ten days of service of a written demand for reimbursement thereof or of an invoice from the Buyer. The Buyer does not have an obligation to set any time period for the Supplier to rectify the defects if this is no longer possible due to reasons of particular urgency, specifically in order to ward off imminent danger or prevent greater damage.

- 12. Another/Alternative Source.** In case the Seller is not able to keep its commitment for delivery of ordered Product(s), the Seller is obligated to supply the Buyer with the Product(s) from another source, according to this Agreement; if the Seller fails to deliver the required quantity and quality as agreed even from other sources, the Buyer may purchase the same or similar Product(s) elsewhere in such manner as Buyer may deem appropriate. Seller is liable to Buyer for any excess costs in procuring and purchasing the same or similar Product(s), plus any and all incidental and/or consequential damages; excess costs and damages are payable within 14 days of receipt of the invoice (tax document).
- 13. Contractual Penalties.** If the delivery of the Product(s) by the Seller is delayed, the Buyer shall be entitled to demand from the Seller the payment of contractual penalty of 0.1% of the price of the Product(s) not delivered for each commenced calendar day of delay. The payment of the contractual penalty shall be without prejudice to the Seller's obligation to deliver the missing Product(s) or to the Buyer's right to demand compensation of damages, which shall not be reduced by the amount of the contractual penalty paid.
- 14. Indemnity.** Seller shall indemnify, defend and hold harmless Buyer from and against any and all losses, damages (including incidental, special and consequential damages), liabilities, and claims (including all reasonable costs, expenses and attorneys' fees incurred in connection therewith) related to or arising out of: (a) Seller's title to the Product(s) purchased by Buyer hereunder; (b) infringement or alleged infringement of any patent, copyright or trademark relating to the sale or use of the Product(s) purchased by Buyer hereunder or the intended use thereof; and (c) Seller's breach of the warranty obligations set forth in Section 11, above or (d) Seller's breach of any other material provision set forth in this Agreement.
- 15. Termination for Cause.** Without prejudice to any other statutory or contractual right of the Buyer to terminate (rescind or withdraw from) the Agreement, if (i) Seller fails to timely deliver the Product(s) or to perform any of the services contained in this Agreement at the time specified herein or otherwise defaults on the performance of any of its obligations hereunder and the default continues for ten (10) calendar days, or if (ii) Seller is declared insolvent, (iii) proceedings for the protection against creditors or the appointment of a trustee or receiver or similar proceedings against the Seller shall be initiated, (iv) Seller makes an assignment for the benefit of creditors, or (v) an application for insolvency (or restructuring) proceedings over the Seller's assets is filed, then in any such event, Buyer, at its sole and ultimate discretion, may withdraw from this Agreement in its entirety or in part and any other agreement, order, confirmation, or terms of sale between the parties, by written notice to Seller. Buyer shall have no liability or obligation whatsoever to Seller by reason of or resulting from such withdrawal. In addition to any other remedies available, Buyer may purchase product(s) similar to the Product(s) elsewhere in such manner as Buyer may deem appropriate. Seller is liable to Buyer for any excess costs in procuring and purchasing the product(s) similar to the Product(s), plus any and all incidental and/or consequential damages.
- 16. Notice.** Buyer may terminate this Agreement by giving a notice, even without stating a reason. The notice period shall be one month and shall start on the first day of the month following the month in which the termination notice was delivered to the Seller.
- 17. Force Majeure.** The party that is affected by any act, event, omission or accident beyond its control ("force majeure") will give the other party notice of the force majeure as soon as possible after it occurs. The party giving notice of the force majeure will further give notice of the time that the force majeure is no longer applicable. If the period of force majeure declared by Seller continues for a commercially unacceptable period, as determined by the Buyer, Buyer will have the right to obtain product(s) and/or services similar to the Product(s) from alternate sources and to decide whether such alternative supply arrangements will reduce the forecasted amount due from Seller in an amount equal to or less than that obtained by Buyer from such alternate sources. If the period of force majeure declared by Seller continues for thirty (30) days, Buyer may terminate this Agreement upon fifteen (15) days' written notice at any time after said thirty day period to Seller.
- 18. No Waiver.** Failure of Buyer to insist on the strict performance of any of the terms and conditions in this Agreement will not be deemed a waiver of any rights or remedies that Buyer may have and shall not be deemed a waiver of any subsequent default in the terms and conditions hereof. The shipping or receiving of any Product(s) under this Agreement or payment therefore shall not be deemed a waiver of any rights for any prior failure by Seller to comply with any provision of this Agreement.
- 19. Inconsistencies.** In the event of any inconsistency or conflict between these General Terms and Conditions and any other terms and conditions on either on Buyer's Purchase Order or an existing another written agreement between the parties, then the General Terms and Conditions in this Agreement DO NOT apply to the extent of the given inconsistency or conflict. Any General Terms and Conditions of the Seller are not applicable on this Agreement.
- 20. FCPA.** Seller shall comply with all applicable laws including, but not limited to Anti-Corruption Laws (collectively as "Applicable Laws"), and shall not cause the company Johns Manville, Denver, CO, USA and its subsidiaries or affiliates (collectively as "Affiliates"), including also Buyer as one of the Affiliates of the company Johns Manville, Denver, CO, USA, to be in violation of any Applicable Laws. "Anti-Corruption Laws" mean collectively: (i) the United States Foreign Corrupt Practices Act, which has become an integral part of this Agreement; (ii) any applicable legislation or regulation implementing the Organization for Economic Cooperation

and Development Convention Against Bribery of Foreign Public Officials in International Business Transactions; and (iii) all other applicable anti-bribery laws, regulations, orders, judicial decisions, conventions and international financial institution rules regarding domestic or international corruption, bribery, ethical business conduct, money laundering, political contributions, gifts and gratuities, or lawful expenses to public officials and private persons, agency relationships, commissions, lobbying, books and records, and financial controls. Seller and its owners, directors, officers, agents, employees, and contractors will not, directly or indirectly through any third party, pay, promise or offer to pay, or authorize the payment of, any money or give any promise or offer to give, or authorize the provision of anything of value, to a Public Official or Governmental Entity for purposes of corruptly obtaining or retaining business for or with, or directing business to, any person, including, without limitation, Johns Manville, Denver, CO, USA or its Affiliates, by (i) influencing any official act, decision or omission of such Public Official or Governmental Entity; (ii) inducing such Public Official or Governmental Entity to do or refrain from doing any act in violation of the lawful duty of such Public Official or Governmental Entity; (iii) securing any improper advantage; or (iv) inducing such Public Official or Governmental Entity to affect or influence any act or decision of another Public Official or Governmental Entity. Seller shall ensure that no part of any payment, compensation, reimbursement or fee paid by the Johns Manville, Denver, CO, USA or its Affiliates to Seller pursuant to this Agreement or otherwise will be used directly or indirectly as a corrupt payment, gratuity, emolument, bribe, kickback or other improper benefit to a Public Official or Governmental Entity. In this Agreement, "Public official" means any officer or employee of a Governmental Entity and "Governmental Entity" includes any department, agency or instrumentality of a government. Seller confirms that its Product(s) and/or services have not been provided/produced with slave labor, child labor or labor that has resulted from human trafficking. No duties or declarations made in this Section shall affect the choice of Governing Law and Dispute Settlement referred to in Section 22 in any case or any way.

21. **Conflict Minerals.** The Seller warrants that its products do not contain any conflict minerals (as defined in Section 1502(e)(4) of the Dodd-Frank Wall Street Reform and Consumer Protection Act, which become an integral part of this Agreement) originating in the Democratic Republic of Congo or any adjoining country that directly or indirectly finances or aids armed groups in the Democratic Republic of Congo or any adjoining country (hereinafter "conflict minerals"). Conflict minerals comprise columbite, tantalite, cassiterite, gold, wolframite and their derivatives, as well as any other mineral or its derivative determined by the US Secretary of State to be financing conflict in the Democratic Republic of Congo or an adjoining country. The Seller has to inform Buyer in case its Product(s) contain conflict minerals, without undue delay. Should the Product(s) contain conflict minerals, the Seller has to provide evidence about the origin of the conflict minerals. In case the conflict minerals originate from the Democratic Republic of Congo or any adjoining country, the Seller has to provide evidence to Buyer that the minerals in no way finance or aid armed groups in the Democratic Republic of Congo or any adjoining country. The Seller has to conduct certain inquiries as well as due diligence and auditing processes related to the origin and supply chain of its Product(s), as provided for in Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the rules adopted by the SEC in this connection. Under such rules, Buyer and/or his related entities (especially parent company and subsidiaries) may be obligated to publicly disclose such information. The Buyer and/or his related entities shall provide the Seller the relevant legislation documents upon the request of Seller.
22. **Governing Law and Dispute Settlement.** This Agreement is governed by and construed in accordance with the laws of the Slovak Republic without regard to conflict of law principles and without regard to the United Nations Convention on the International Sale of Goods (Vienna 11 April 1980) and Convention on the limitation period in the international sale of goods (New York 14 June 1974) as amended. The rights and obligations of the parties not stipulated by this Agreement shall be governed by Act No. 513/1991 Coll., the Commercial Code, as amended. Any disputes arising out of this Agreement, including those concerning its validity, interpretation or termination, shall be resolved by negotiations and amicable settlement between the parties. If such a settlement cannot be reached within 30 calendar days after the commencement of the negotiations, either of the parties shall be authorized to refer the case to the relevant court in the Slovak Republic in district of which the Buyer's registered office is situated, which shall resolve the dispute. This provision shall be considered as the prorogation of the jurisdiction under Article 23 of the Council Regulation (EC) No 44/2001 of 22 December 2000 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters. This provision shall be applied unless (i) the Seller is domiciled in the Slovak Republic; and (ii) the exclusive jurisdiction under respective regulations is to be applied.
23. **Joint Development.** Buyer and Seller agree that during the term of this Agreement they may exchange technical information pertaining to the Product(s) and technical information pertaining to Buyer's products and processes in an effort to produce a higher quality of Product(s) or process. To the extent Buyer and Seller engage in the joint development of a Product(s) or process utilizing each other's technology, the parties will enter into a separate joint development agreement before commencing any such joint development activities that establishes the relative rights and obligations of the parties, including the ownership of proprietary rights of jointly developed property.
24. **Confidentiality.** The parties declare that this Agreement and any part thereof, as well as all information, data and other facts acquired by either of the parties under or in connection with this Agreement shall be deemed confidential and may not be disclosed to any third party without the previous written consent of the other party. Each of the parties shall be obliged to keep the confidential information confidential and to protect it against

unauthorized, full or partial disclosure to third parties without the previous written consent of the other party. Without the previous written consent of the other party, a party shall provide information under this Agreement only to its shareholders, the companies of the Johns Manville Group, partners, owners, legal and tax advisor, auditors who are bound by a professional secrecy or in case where the party is required, to provide such information according generally binding legal regulation.

- 25. Assignment.** This Agreement and any rights and obligations hereunder may not be assigned or transferred in whole or in part, without the prior express written consent of the other party, who may not unreasonably withhold its consent.
- 26. Exhibits.** The following Exhibits are an inseparable part of Agreement
- a) Quality Agreement, if applicable,
 - b) Property Protection Provisions of Johns Manville Slovakia, a. s.