

GENERAL COMMERCIAL TERMS AND CONDITIONS

In addition to the specific terms and conditions set forth in the Purchase Order attached hereto, the following General Commercial Terms and Conditions (Section 273 of Slovak Commercial Code) also apply and, together with Purchase Order attached hereto, constitute the entire agreement between the parties (hereinafter as “Agreement”):

- 1. The Subject Matter, Aim and Purpose of the Agreement.** 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). The aim and purpose of this Agreement is to regulate the mutual rights and obligations of the parties so that the Buyer is provided with duly and timely deliveries of the Product(s) on the exactly set dates, in the precisely specified quantity, with a precise specification of the place of delivery of the Product(s) and with a precise determination of the required quality and characteristics of the Product(s), namely with regard to the fact that the Buyer subsequently uses the Product(s) supplied by the Seller in its production process. The Product(s) being supplied meeting the conditions stipulated in the preceding sentence is a necessary requirement not only for ensuring the required quality of the final products manufactured by the Buyer, but also a necessary requirement for ensuring the continuity of the Buyer's production process, which is conditioned upon its specific nature requiring uninterrupted production continuity. The Seller represents that it is aware that the Product(s) are crucial namely for the proper operation of the Buyer's production plant. Therefore, the parties have agreed that the priority hereunder shall be the proper and timely delivery of the Product(s) and compliance with the agreed requirements for the quality and grade of the Product(s) specified in this Agreement and its Annexes.
- 2. Scheduling of Shipments.** Buyer and Seller shall work together to coordinate the shipment of Product(s) to the place of delivery, which is Buyer's Facilities, unless the Buyer specifies otherwise. Authorized representatives of Buyer will order Product(s) for delivery in writing (via e-mail or by post) as required and Seller shall deliver such Product(s), in the agreed quantity, 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 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. The Buyer has the right to refuse (i) delivery of a smaller quantity of the Product(s) than specified in the Agreement or the Purchase Order, (ii) delivery of the Product(s) at a time other than agreed between the parties or unilaterally determined by the Buyer, if the Buyer is entitled to do so under this Agreement or law, (iii) take over the Product(s) delivered unduly, i.e. if there are any defects in the Product(s) (in particular, however, if the Product(s) have not been delivered according to the quantity, quality or form of manufacturing agreed between the parties). Acceptance of any Product(s) with defects, regardless of whether the defects in the Product(s) are recoverable or unrecoverable, shall not affect the Buyer's claims for defects in the Product(s) hereunder. Further details on the conditions of delivery of the Product(s) can be provided in the Buyer's Purchase Order.
- 3. Freight.** Unless otherwise expressly stated in the Agreement, the Seller will be responsible for managing, coordinating and paying for all costs associated with shipping the Product(s) from their manufacturing plants to the agreed place of delivery. Seller to provide Product(s) according DDP, Strojársená 1, 917 99 Trnava (Incoterms 2020) to Buyer, and pay for loading onto final conveyance. Buyer retains the right to change the Incoterms, tendering, loading, and conveyance methodologies at will with 60 days advance written notification to Seller throughout the term of this Agreement. In the event that the shipping aspects of the transactions change, the new Incoterms that applies will be determined, acknowledged, and recognized by both parties. Seller shall immediately reduce the price of agreed upon Product(s) or freight cost and begin to deliver the Product(s) according to a new Incoterms announced by Buyer.

4. **Delivery according to a sample.** If the Product(s) are delivered according to a sample or model, the Seller is obliged to deliver the Product(s) with the properties of the sample or model, which the Seller submitted to the Buyer and which the Buyer approved. If there is any discrepancy between the specification of the quality or manufacturing process of the Product(s) according to this sample or model and the specification of the Product(s) defined in the quality agreement or the Purchase Order, the specification defined in the quality agreement shall prevail; in the event the quality agreement does not contain specification of the quality or manufacturing process of the Product(s) or if the quality agreement has not been concluded, the specification defined in the Purchase Order shall be decisive. If there is no conflict between these specifications, the Product(s) shall have the properties according to all of these specifications.
5. **Shipments of Hazardous Materials and Safety.** Seller shall clearly mark all hazardous materials or substances. 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. Furthermore the Seller shall furnish to Buyer 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.
6. **Certain Obligations of the Seller.** 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); any costs associated with the packaging of the Product(s) and the transport preparation thereof shall be included in the purchase price of the Product(s), unless the parties have agreed otherwise in writing,
 - c) hand over to the Buyer in Slovak language (unless the parties have expressly agreed on another language version of the documents or parts thereof) 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; the Buyer shall be entitled to verify the correctness of documentation delivered together with the Product(s), even after acceptance thereof, within 15 business days; the checking of documentation or lack thereof by the Buyer shall not relieve the Seller of liability for the correctness and completeness of such documentation,
 - 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 fulfil the obligations under this Agreement, comply with the Property Protection Provisions of Johns Manville Slovakia, a. s.,
 - f) insure, at its own expense, its liability for damage, including liability for damage caused by defective Product(s) against damage or other harm, regardless of the nature or cause of such damage, for the entire term of this Agreement and for at least two years after the expiration

- hereof; the Seller shall prove without undue delay the conclusion of the insurance policy (for example by submitting the insurance contract) to the Buyer upon its request, whereby the insurance coverage must be at least twice the purchase price of the Product(s) to be delivered during the entire term of the Agreement; the same obligations as set out in this point shall also apply to a subcontractor, if the subcontractor is not covered by an insurance policy taken out by the Seller, and the subcontractor must be covered by the same insurance coverage and benefits as the Seller,
- g) as the producer or its appointed representative issued the written declaration of conformity (and hand it over with the Product(s)) 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*) or if a determined product is part of the Product(s) or if such a determined product is incorporated into the Product(s) in any way, 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); the Seller is obliged 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),
 - h) fulfil the obligations arising from generally binding legal regulations in the field of waste management and waste handling; in particular, the Seller is obliged to ensure the separation, collection and disposal of waste produced in the performance of its obligations under this Agreement and of which it is the producer and/or holder under a special regulation or of which it is considered to be the producer and/or holder under a special regulation,
 - i) deliver the Product(s) without any legal errors, in particular deliver the Product(s) not restricted by any third party right or claim,
 - j) notify the Buyer without undue delay of the inappropriate nature of any instructions given by the Buyer to the Seller regarding the Product(s) and the term and conditions of the delivery thereof, if the Seller could have found this inappropriateness with due professional care,
 - k) if the nature of the Product(s) so requires (for example, in the case of only the Product(s) to be produced), or if the parties have so agreed, or if the Buyer has provided for such in the Agreement, or if this is necessary with regard to the obligations arising from special generally binding legal regulations (i.e. even without the agreement of the parties), invite the Buyer in advance to carry out an inspection of the Product(s) or part thereof and to allow the inspection to be carried out on the agreed date; the outcome of the inspection shall be recorded in the minutes signed by both parties and the inspection may be carried out only in the presence of authorized representatives of both parties. The date of the inspection shall be mutually agreed by the parties based on the Seller's written notification of the possibility of the inspection; written notification of the possibility of carrying out the inspection, as well as the agreement of the parties on the date of its performance, may be made by e-mail. If the Seller breaches the obligations under this Section, the Buyer is entitled to require the Seller, at its own expense and risk, to make available, disassemble or otherwise modify the Product(s) or part thereof to the extent that it is possible to perform the inspection under this Section and only after this inspection may the Seller continue with other operations necessary for the production, completion, modification or delivery of the Product(s); the Seller is obliged to comply with the Buyer's request for making the Product(s) or part thereof available according to the sentence preceding the previous semicolon without undue delay,
 - l) perform under this Agreement personally; the Seller may perform under this Agreement through a subcontractor only with the Buyer's prior written consent, whereby the written request for consent, as well as the written statement on the request for consent may also be

delivered by e-mail; the subcontractor must have a duly issued permit or authorization, if such permit or authorization is necessary for the proper performance of activities and works, the performance of which was entrusted to the subcontractor by the Seller. When performing through a subcontractor, the Seller shall be liable as if performing personally itself.

7. Certain Rights and Obligations of the Buyer.

- a) The Buyer shall be obliged to (i) take over the Product(s) duly delivered and confirm the takeover of the Product(s) in writing or confirm its receipt by another method agreed in advance between the parties, (ii) pay for the Product(s) duly delivered to the Buyer, the price determined in accordance with this Agreement and (iii) following the submission of the necessary documents and information by the Seller, arrange for the Seller, the Seller's employees and its subcontractors access to the Buyer's premises, if it is necessary for fulfilment of this Agreement, especially for delivery of the Product(s).
- b) If the Buyer notifies the Seller no later than five (5) calendar days from the date of delivery of the Product(s) that it intends to test the Product(s), the Buyer shall be entitled to carry out such testing within the agreed testing period, or, if no agreement is reached between the parties, no later than fourteen (14) calendar days from the date of delivery of the Product(s). The Buyer shall, no later than five (5) calendar days after the expiry of the testing period, send the Seller a statement indicating whether the Product(s) are approved or rejected. If the Buyer approves the Product(s), the Product(s) shall be deemed delivered on the date of such approval. If the Buyer does not approve the Product(s) (i.e., rejects them), this shall constitute a condition subsequent to the present Agreement. The Buyer shall have the right to reject the Product(s) even if it cannot return them in the condition in which they were received, provided that the change in condition resulted from reasonable testing of the Product(s) for the purpose of verifying their properties. In the event that the Product(s) are damaged during testing, the Buyer shall not be liable for such damage if it proves that it acted reasonably and in accordance with the purpose of testing. The Seller further undertakes not to assert any claim for damages or any other compensation against the Buyer if the damage occurred during proper testing.

8. 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 changes covered by this Section.

9. Licences. Should the Product(s) delivered under this Agreement contain any copyrights (namely under Act No. 185/2015 Coll., the Copyright Act as amended) or any rights arising from industrial property, the Seller hereby grants the Buyer consent to the use of the object protected under the copyright, i.e. the Seller grants a licence pursuant to Section 65 et seq. of the Copyright Act and/or the Seller as a licensor by this Agreement entitles the Buyer as the licensee to exercise industrial property rights to the Product(s), i.e. the Seller grants the Buyer a licence according to Section 508 et seq. of the Commercial Code from the takeover of the Product(s) from the Seller. Both licences shall be granted with the following particulars, unless otherwise agreed between the parties:

- a) the license shall be granted for any use of any objects protected by copyright and/or industrial property rights contained in the Product(s) and which are given by technological development and which are current at the date of granting the license, including, but not limited to, reproduction rights (regardless of the method and number of copies), processing rights, rights to inclusion in the collection/database, rights to be included in a joint work with another work, and the rights to use for the processing of any documentation (but in particular the project documentation and the drawing of the actual Product),
- b) the licence is granted as unlimited,

- c) the licence is granted worldwide,
- d) the license is granted as a non-exclusive license, whereby the Buyer as a licensee is not obliged to use the non-exclusive license,
- e) the licence is granted as royalty-bearing, whereby the full royalty shall already be included in the purchase price of the Product(s), provided that both parties represent that they consider such royalty for the granting of the licence to be reasonable with regard to the scope and conditions under which the licence is granted,
- f) the Buyer is entitled to grant consent to the use of copyrighted objects to a third party, or the Buyer is entitled to allow third parties to exercise industrial property rights contained in the Product(s) within the scope of the licence granted by this Agreement, and the sublicense may be granted even in a form other than in writing (i.e. no written form is required for the validity of a sublicense); the Seller hereby also expressly and irrevocably consents to the Buyer to grant a sublicense to the extent under this Section,
- g) the Buyer shall not assign the licence or part thereof to a third party by contract.

The Seller represents that the Products delivered under this Agreement do not violate any copyrights or industrial property rights of any other parties and that the Seller is entitled to dispose of the copyrights and industrial property rights to the objects protected by copyright and industrial property rights contained in the Product(s) to the extent necessary to grant a licence under this Agreement. The parties have agreed that licences granted under this Agreement may not be terminated. In case of any infringement of copyrights, industrial property rights, proprietary rights or other rights to the Product(s), the functionality of the Product(s) shall have the highest priority. The Buyer is also entitled to settle any eventual disputes with third parties unilaterally and without the participation of, but after a consultation with the Seller, for example by concluding a licence agreement with a third party; the Seller shall pay reasonable licence fees, without being entitled to adjust (increase) the purchase price for this reason.

10. 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. If applicable, the invoice must contain the wording “reverse charge of value added tax” or other similar wording clearly indicating that the reverse charge of value added tax has occurred. If the Seller is entitled to apply special legislation related to value added tax, the Seller shall be obliged to state on each issued invoice the text “value added tax is applied on receipt of payment” or other similar wording clearly indicating that the value added tax is paid only after receipt the payments for goods or services delivered. 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 Purchase Order 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. The 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 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 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 (hereinafter as “VAT Act”),
- 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. the invoices shall be issued in paper form or in electronic form; the Seller shall be obliged to deliver the invoices always in electronic form as .pdf files (hereinafter as "Electronic Invoice"); 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 deliver an Electronic Invoice 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 an Electronic Invoice are set out in this Section 10,
 - III. the attachments to an Electronic 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 272/2016 on trust services for electronic transactions in the internal market and on amendment to certain acts (trust services act), 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.

11. Payments. The Buyer is obliged to pay the purchase price specified in the Agreement for the duly delivered Product(s). Value added tax will be added to the purchase price by the Seller to the extent and under the conditions specified in the relevant generally binding legal regulations in force at the time of issuing the invoice, if this tax is applicable. The purchase price shall be payable in the currency specified in the Agreement. If the purchase price for the Product(s) is in EUR, it shall be understood that the purchase price is expressed in the legal tender of the Slovak Republic. Payments are to be remitted within 60 days unless agreed otherwise. 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, i.e. payment will be made subject to Buyer's offset/deduction/credit for any loss; rejection; or adjustment for shortage; deficiency in quality; failure to make specified delivery; defects; failure to comply with specifications or breach of any warranty of this Agreement. Any such adjustment by Buyer is not an exclusive remedy of Buyer for any of the foregoing and Buyer's use of such remedies do not constitute a waiver of any other right, remedy or privilege. 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.

12. 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 Product(s) 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 Product(s). 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 Product(s) set forth in this Agreement from any producer/seller of its own choosing.

13. 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.

- 14. Risk of Loss and Transfer of Title.** Risk of loss of the Product(s) and risk of damage 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.
- 15. Warranty and Remedies.** The Seller is obliged to deliver the Product(s) in the quality specified in this Agreement. 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 Seller shall provide the Buyer with a warranty for the quality of Product(s) by guaranteeing that the delivered Product(s) will be fit for use for the agreed purpose specified in this Agreement and if the Agreement does not specify the purpose of use of the Product(s), then for usual use, and that the Product(s) will retain the usual characteristics defined in particular with regard to the nature of the Product(s) and the needs of the Buyer, which were or could have been known to the Seller, with a minimum quality warranty of 24 months from the final acceptance of the Product(s) by Buyer; this is without prejudice to any longer statutory quality warranties or quality warranty periods for the delivered Product(s) and this is without prejudice even to the Seller's liability for defects in the Product(s), which can be claimed within 24 months from the final acceptance of the Product(s), unless the parties have agreed upon another period to raise claims for defects in the Product(s) in the Agreement, (ii) the liability period for the defects in the Product(s) 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 Seller 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. If both parties have a registered seat or place of business or residence in the territory of the Slovak Republic, or if both parties have at least an undertaking or its organisational unit in this territory, their agreement upon the specification of the quality and characteristics of the Product(s) shall be without prejudice to Section 759 of the Commercial Code. If the quality and/or the characteristics of the Product(s) agreed by the parties are in conflict with the provisions of the relevant legal regulations (especially if they are lower than permitted under applicable laws), the provisions of this legislation on the quality permitted for use shall apply to the specification of the quality and/or the characteristics of the Product(s); this shall not apply if the Agreement, a declaration of the party to acquire the Product(s) or the scope of its business show that the Products are to be exported. If a complaint lodged by the Buyer is acknowledged as justified or legitimate by the Seller, the Buyer shall be entitled to demand that the Seller pay a contractual penalty in the amount of EUR 100 (one hundred euro), which shall be the flat-rate compensation for costs associated with the submission of a complaint. The Seller is obliged to pay to the Buyer contractual penalty no later than within 10 days from receipt of a request for payment of the contractual penalty.

- 16. 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 Buyer's invoice (tax document).
- 17. 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. The Buyer shall also be entitled to claim a contractual penalty from the Seller in the sum of 100 EUR (one hundred euros) for each day of delay and for each defects of the Product(s) separately, if the Seller fails to remove defects in the Product(s) within the time limit specified under the present Agreement.
- 18. Indemnity.** Seller shall indemnify Buyer, as well as each of its business partners, the parent company or an associate of the Buyer, and their directors, employees, consultants and agents, or any of which, and defend and hold them harmless (blameless) 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) delivery of the Product(s) or Seller's title to the Product(s) purchased by Buyer hereunder; (b) infringement or alleged infringement of any intellectual property or industrial property rights (namely patent, copyright or trademark) relating to the sale or use of the Product(s) purchased by Buyer hereunder or the intended use thereof; the Seller undertakes to take all measures to release the Buyer from any charges or claims referred to in the sentence preceding the semicolon made against the Buyer by a third party; (c) Seller's breach of the warranty obligations set forth in Section 15 above; or (d) Seller's breach of any other material provision set forth in this Agreement. If any mechanics' or materialmen's liens, or liens of like nature, shall at any time be asserted or filed against the Product(s) or Buyer as a result of activities of the Seller or any subcontractor, supplier or other person or entity making a claim by reason of having provided services, labour, materials and/or equipment relating to the Product(s), Seller shall, at Seller's expense, bond-off or otherwise obtain a discharge thereof within fifteen (15) days after notice of assertion or filing thereof or such lesser period as shall be necessary to prevent judgment execution or foreclosure of such lien. Upon Seller's failure to do so, Buyer, in addition to any other right or remedy that Buyer may have, may take such action as reasonably necessary to protect Buyer's interest, including, but not limited to, payment or settlement of the lien or claim, and Seller shall reimburse Buyer, or Buyer may deduct from amounts owed Seller, any amounts paid and any reasonable, verifiable and direct damages incurred by Buyer, including, but not limited to, any attorneys' fees and expenses, in connection with such lien, claim or action. To the full extent permitted by law, Seller shall indemnify, hold harmless and defend (with counsel reasonably satisfactory to Buyer) Buyer from and against any and all claims, damages, losses and expenses, including, but not limited to, attorneys' fees and expenses, with respect to any claims or liens asserted or filed that arise out of the Product(s) for which the claim or lien is asserted.
- 19. 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 (for example, delivery of Product(s) with defects, delivery of a smaller quantity of Product(s)) 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. This shall be without prejudice to either party's right to withdraw from the present Agreement in the cases and under the terms and conditions set out in other provisions of the present Agreement or under the terms of applicable law. Irrespective of whether withdrawal takes place for reasons set out in this provision (Section 19) or in any other provision of the present Agreement, including its Exhibits, each notice of withdrawal shall be drawn up in writing and shall be served on the other party; delivery can be done by email. The Agreement shall be terminated on the date of service of notice of withdrawal, unless a later date is specified in such notice. An eligible party's claim to compensation for damage or to contractual penalty under the present Agreement shall not lapse upon withdrawal from the present Agreement.

- 20. 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.
- 21. Force Majeure.** The party that is affected by any act, event, omission or accident beyond its control if they meet the definition according to Section 374 of the Commercial Code (hereinafter as "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) 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.
- 22. 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.
- 23. Inconsistencies.** In the event of any inconsistency or conflict between these General Commercial Terms and Conditions and any other terms and conditions contained on either on Buyer's Purchase Order or an existing another written agreement between the parties, the specific terms and conditions agreed between the parties shall prevail over these the General Terms and Conditions to the extent of the given inconsistency or conflict. Any General (Commercial) Terms and Conditions of the Seller are not applicable on this Agreement.
- 24. Illegal work.** The Seller is obliged to comply with the prohibitions, restrictions and obligations arising from Act No. 82/2005 Coll. on illegal work and illegal employment, and on changes and amendments to certain laws, as amended, but, in particular, the Seller is obliged to act in a

way to ensure that the works and services under this Agreement are not carried out by a natural person who is employed illegally. The Seller declares that the works and services carried out under this Agreement will be carried out for the entire period of validity and effectiveness of this Agreement only by natural persons who are employed in accordance with the legislation valid in the Slovak Republic and also declares that the works or services, or any part thereof, will not be carried out by a natural person who is employed illegally. The Seller is obliged, upon request from the Buyer, to immediately provide documents in the requested extent (e.g. the Social Insurance Agency registration form of the natural person) and give personal information (personal data) about the natural persons who will carry out the works and services under this Agreement, which are necessary for the Buyer to check whether the Seller is violating the prohibition of illegal employment pursuant to a special regulation, i.e. pursuant to Act No. 82/2005 Coll., as amended. In the case that the works or services will be carried out by a foreign person i.e. anyone who is not a citizen of the Slovak Republic, including stateless persons, the Seller is obliged, prior to the commencement of works or services by a foreign person, to immediately provide the Buyer with documents in the necessary extent proving the foreign person's permission to reside in the Slovak Republic, as well as the permission for them to work in the Slovak Republic (e.g. residence permit, work permit, proof of residence). The request for provision of documents and personal information (personal data), as well as the documents and personal information (personal data), may be delivered also in electronic form to the specified e-mail address. The Seller declares that Seller is authorized to provide the personal information (personal data) of natural persons to the Buyer in the extent and under the terms specified in this Section, and, if the approval of the natural person (as the data subject) is required for such provision, the Seller is obliged to get such approval in advance in a demonstrable manner, if such obligation arises from special generally binding legal regulations. If the Seller violates the obligations arising from this Agreement or from special generally binding legal regulations, and for that reason the Buyer will be imposed with a fine or other sanction for violation of the prohibition to accept works or services provided by the Seller through a natural person employed illegally, the Seller agrees to pay the damages incurred to the Buyer, including the damage caused by them paying a fine or other sanction imposed by a relevant public authority. The Seller is obliged to pay the Buyer actual damage incurred, no later than within 15 days from the receipt of an invoice together with a request for payment of the damage caused. One of the documents for determining the actual damage caused to the Buyer will be a copy of the final decision of the relevant public authority on imposing a fine or other sanction for violation of the prohibition to accept a work or service provided by the Seller through a natural person employed illegally. In the event that the Buyer becomes liable under a special generally binding regulation (for example, the Labour Code) to provide due wage or part thereof to a visiting employee (posted worker) in the amount which was not paid by the Seller or other responsible entity, the Buyer shall be entitled to require the Seller to compensate the due wage or part thereof that has been provided by the Buyer to the visiting employee (posted worker), within 15 days from delivery of an invoice to the Seller, together with a request for the provision of compensation for the wage or part thereof.

- 25. FCPA/Child Labor.** 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 27 in any case or any way.

- 26. Conflict Minerals.** The Seller warrants that its Product(s) 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 finance or benefit armed groups in the Democratic Republic of Congo or any adjoining country (hereinafter as "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 benefit 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.
- 27. 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. This provision shall be considered as option of the governing law according to Article 3 of the Regulation (EC) No 593/2008 dated Jun 17th, 2008 of the European Parliament and of the Council on the law applicable to contractual obligations (Rome I) 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 25 of the Regulation (EU) No 1215/2012 of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters as amended. This Section shall apply unless exclusive jurisdiction applies under the applicable law or unless the agreement is void as a matter of law under the laws of the Slovak Republic. This choice of jurisdiction shall be deemed to be independent of the other provisions of this Agreement. The validity of this choice of jurisdiction may not be challenged on the solely on the ground that it or any part of it is invalid.

- 28. 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.
- 29. 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, which can be delivered by email. The obligation of the parties under previous sentence shall survive the present Agreement and shall last for as long as confidential information or other facts meet the definition of commercial secrets under Act No 513/1991, the Commercial Code, as amended, or for as long as they are protected by special legislation (such as industrial law, intellectual property or confidential information). Upon termination of the present Agreement, each party shall, at the request of the other party, return all written materials containing confidential information within five days of service of the request, which can be delivered by email. 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.
- 30. 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.
- 31. Liability for value added tax.** If the conditions under the VAT Act are fulfilled, in particular under Section 69(14), Section 69b and Section 69c(2) of the VAT Act, the Buyer is entitled to pay the value added tax for the Seller as his supplier, either within the due date or after its expiry. When making the payment of value added tax for the Seller, the Buyer shall proceed according to the VAT Act, generally binding implementing legislation and valid methodological guidelines issued by the competent public administration authority or tax administrator. After the payment of the value added tax on behalf of the Seller, the Buyer shall notify the Seller of this fact without undue delay (by email). The payment of value added tax by the Buyer on behalf of the Seller pursuant to this Section is a measure to prevent the liability for value added tax from the previous degree on the part of the Buyer pursuant to Section 69(14) in conjunction with Section 69b of the VAT Act. Since one of the grounds for the Buyer's liability for the Seller's value added tax is the fact that the consideration for the performance or

a part thereof was paid into an bank account other than the Seller's bank account, which was published on the date of payment in the list of bank accounts notified pursuant to Section 6 from (1) to (3) of the VAT Act or pursuant to Section 85kk of the VAT Act in the manner pursuant to Section 6(5) of the VAT Act and which is maintained by the competent public administration authority (e.g. the Financial Administration of the Slovak Republic) (hereinafter as "list of notified accounts"), the parties agree that the Buyer is entitled on the date of the payment (i.e. on the date on which the Buyer, as the payer, has instructed the payment service provider or foreign payment service provider to deposit or transfer funds as consideration for the performance to the Seller's bank account held with the payment service provider or foreign payment service provider), check the bank account shown on the invoice into which payment of the price for the Product(s) or part thereof is to be made by comparing that bank account with the list of notified bank accounts, the comparison being made in particular by means of a combination of the Seller's details, such as VAT number and IBAN. The Buyer shall carry out the check only in relation to the Seller who is obliged under the VAT Act to enter the bank account in the list of notified bank accounts (i.e. in particular in relation to the Seller who is registered in the Slovak Republic as a payer of value added tax). If the Buyer discovers upon checking that the Seller's VAT number and IBAN on the invoice is not included in the list of notified bank accounts, the Buyer shall block the invoice in its accounting system and shall not make payment; the Buyer shall inform the Seller of this fact by email without undue delay. The Seller is obliged to take all the necessary actions on the basis of the information from the Buyer in order to be able to pay the invoice and not to incur the Buyer's liability for the Seller's value added tax under the VAT Act (for example, the Seller is obliged to immediately verify the correctness of the data entered by the Seller into the list of notified bank accounts or, in the event of a change of bank account, to report the new bank account to the list of notified bank accounts or to correct the data on the invoice regarding the bank account to which the invoice is to be paid). Once the Seller has taken the actions which result in the bank account shown on the Seller's invoice matching the Seller's bank account on the notified bank accounts list, the Buyer shall make payment of the invoice in question. The Buyer's failure to pay the invoice or payment of the invoice after the due date for the reasons set out in this Section shall not be deemed to be a breach of the Buyer's obligation to pay the price of the Product(s) properly and on time. In the event that the Seller fails to take the actions referred to in this Section within the time limit specified by the Buyer and, if the Buyer has not specified a time limit, within 5 working days from the date of receipt of the Buyer's notification under this Section of the failure to make payment of the invoice, the Buyer shall proceed with the payment of the invoice in accordance with Section 69c of the VAT Act (so-called split payment) and under this Section of Agreement. If the Seller's cooperation is required for the Buyer to make a value added tax payment pursuant to this Section, in particular with regard to the provision of data necessary for the proper execution of the value added tax payment (e.g. verification of the taxable period, identification of the Seller's personal account set up for the payment of the value added tax, the correct identification of the value added tax payment according to the generally binding legal regulations governing the identification of the value added tax payment), the Seller is obliged to deliver (by email) the required data and information at the Buyer's request within 2 business days at the latest, otherwise he is liable for the damage caused thereby. If the Buyer has made payment of the value added tax pursuant to this Section on behalf of the Seller, the Buyer shall make payment of the invoice issued by the Seller for the delivery of the Product(s) received only in the part equal to the value added tax base. The payment of value added tax by the Buyer under this Section on behalf of the Seller and the payment of the invoice only in the amount of the value added tax base under this Section shall not constitute a breach of the obligation to pay the price of the Product(s) by the Buyer, as the payment of the price payable for the Product(s) to the extent of the value added tax base, together with the payment of the value added tax on behalf of the Seller under this Section to the relevant tax authority, shall be deemed to be a fulfilment of the Buyer's obligation to pay the invoice issued in respect of the Product(s) supplied in full. The Buyer is therefore not in default in the payment of the related part of the sum of money equal to the part of the value added tax paid to the tax authorities as part of the

price for the Product(s). Where the Seller has incurred an overpayment of value added tax because

- a) the unpaid value added tax, or part of it, has been paid by both the Seller and the Buyer within the time limit for payment; or
- b) although the unpaid value added tax or part of it was not paid by the Seller within the due date and was paid by the Buyer, but the actual tax liability of the Seller was lower than the payment made by the Buyer (therefore the positive difference is an overpayment of tax by the Seller),

the Seller shall without undue delay remit the amount equal to the tax overpayment (irrespective of whether it has been refunded by the relevant tax authority or has been set off against his other tax liability) to the Buyer's bank account notified for this purpose by the Buyer, in the case of a sum of money paid as value added tax by the Buyer on behalf of the Seller pursuant to this Section. The Seller shall not be entitled to payment of any damages or any interest for late payment of value added tax by the Buyer on behalf of the Seller pursuant to this Section.

- 32. Personal Data Protection.** With regard to the subject matter of the Agreement referred to in Section 1, the parties do not assume at the time of establishment of the contractual relationship between the parties that any personal data of the data subjects should be processed in the performance of the rights and obligations of the parties in such way that the relationship between the parties would be a relationship between a controller and a processor. In case that, in fulfilling the rights and obligations of the parties, it is identified that personal data may be or are processed between the parties in a relationship of that between a controller and a processor, the parties undertake to conclude an agreement on personal data processing by the processor prior to the first personal data processing by the processor for the benefit of the controller in compliance with the requirements of Regulation (EU) No. 679/2016 of the European Parliament and of the Council on the Protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), as amended (hereinafter as “Personal Data Protection Regulation”); based on the agreement referred to in the sentence preceding the semicolon, the party in the position of a controller entrusts the party in the position of a processor with the processing of personal data of the data subjects, with whom it comes into contact in connection with the performance of the subject matter of the agreement referred to in Section 1, and, at the same time, determines the conditions for the processing thereof. Notwithstanding the above, in fulfilling the subject matter of the agreement (Section 1), each party is obliged, when processing personal data, whether as a processor or a controller, to fulfil all obligations arising in particular from the Personal Data Protection Regulation, namely, but not exclusively, to ensure that the persons authorised to process personal data undertake to maintain the confidentiality of information or that they are bound by an appropriate obligation to maintain the confidentiality of information even after the processing of personal data has been completed, to take all required measures pursuant to Article 32 of the Personal Data Protection Regulation, but especially such technical, organizational and other necessary measures to prevent unauthorised or accidental access to personal data, their change, disclosure, destruction or loss, unauthorised transfer, their other unauthorised processing or other misuse. The party shall take measures to ensure that any natural person who has access to personal data shall process the personal data exclusively based on the instructions of that party and after prior instruction on how to process and protect personal data. For this purpose, the party shall use, in particular, the following procedures and methods, unless their application in a given case would be manifestly disproportionate with regard to the degree of risk, the seriousness of the consequences of the breach and the cost of their implementation:
- a) personal data pseudonymisation,
 - b) personal data encryption,
 - c) ensure the continuous confidentiality, integrity, availability and resilience of processing systems and services,
 - d) strictly secure and enforce the duty of confidentiality and administration of access rights to the used systems,

- e) consistent use of legal means that ensure effective compliance with the principles of personal data protection, in particular in the form of sanctions against other persons,
- f) ensure the ability to restore the availability of and access to personal data in a timely manner in case of physical or technical incidents,
- g) introduce a regular testing process, assessment and evaluation of the effectiveness of implemented technical and organisational measures to ensure the security of processing,
- h) at the request of either party, within a reasonable period of time not shorter than one week, indicate what technical, organisational and other measures have been put in place by the other party,
- i) comply with the conditions for the involvement of another processor specified in Article 28 para. 2 to 4 of the Personal Data Protection Regulation and in this Agreement,
- j) either party is entitled, in order to verify the fulfilment of the obligations of the other party, to request the provision of information proving the proper fulfilment of its obligations and/or is entitled to perform an audit focused on the personal data processing; the parties have agreed that neither party is entitled to reimbursement of the costs incurred by the parties in the procedure referred to in the sentence preceding the semicolon, and each party shall bear these costs itself, unless the parties agree otherwise,
- k) take appropriate technical, organisational, and other measures to enable the rights of the persons concerned to be exercised duly and timely,
- l) provide the other party, at its request, with the necessary co-operation needed to process the requests of the data subjects for the exercise of their rights filed with the respective party requesting the co-operation.

The party which breaches the obligations set out in this Section or which arise from personal data protection legislation (but in particular the Personal Data Protection Regulation) undertakes to compensate the other party for the damage suffered as a result of the breach of these obligations. This provision shall not affect the liability of the respective party to compensate the data subjects for any damage suffered as a result of a breach of obligations under personal data protection law.

33. Cybersecurity Requirements. The Seller providing any performance to the Buyer (such as delivery of Product(s) and/or services) must comply with cybersecurity requirements arising from applicable legislation, present Agreement, technical standards, and established practice. The Seller shall implement and maintain a comprehensive and documented information security program that includes appropriate administrative, technical, and physical safeguards, particularly for the protection of personal data. The Seller is obliged to ensure information protection, which includes, in particular: (i) secured premises, data centres, documents, servers, backup systems, and other computing equipment devices; (ii) security of networks, devices, applications, databases, and platforms; (iii) processes for secure transmission, storage, and disposal of data; (iv) authentication and access control; (v) encryption of personal data during storage and transmission; (vi) security and integrity of personnel, including employee screening in accordance with applicable legislation; and (vii) information security training for the Seller's employees. The Seller shall notify the Buyer within twenty-four (24) hours from the moment it becomes aware of, or reasonably suspects, a security breach or any other violation related to the use and/or disclosure of personal data. The Seller shall also promptly, and at its own expense, take remedial measures to address the security breach in accordance with applicable laws and standards. Furthermore, the Seller shall cooperate with the Buyer in connection with any litigation or other formal proceedings against third parties that the Buyer deems necessary to protect its rights. Personal Data means information as defined under the applicable data protection regulation. For the avoidance of doubt, personal data includes, without limitation: (i) identifiers such as real name, alias, postal address, telephone number, online identifier – IP address, email address, account name, driver's license number, passport number, or other similar identifiers; (ii) unique personal identifiers such as device identifier, cookies, pixel tags, mobile advertising identifiers or similar technologies, customer number, unique pseudonym, or other persistent or probabilistic identifiers that can be used to identify a specific person or device; (iii) bank account number, credit card number, debit card number, or any other financial

information, health information, or health insurance information; (iv) legally protected characteristics; (v) commercial information; (vi) biometric information; (vii) internet or other electronic network activity information, such as browsing history, search history, and information regarding a consumer's interaction with a website, application, or advertisement; (viii) geolocation data; (ix) employment and education information; and (x) inferences drawn from such information. In the event of a physical failure or incident involving information systems that results in, among other things, a security breach or data leak, the Seller shall immediately, and no later than one (1) hour after discovering the incident, notify the Buyer by telephone and subsequently by email at the following contact details:

- a) Name: Peter Jašek
- b) Email: Peter.Jasek@jm.com
- c) Phone: +421-907-713-188

The Buyer is entitled to change the contact details for incident reporting, provided that such changes are communicated to the Seller in advance in an appropriate manner, such as via electronic communication. A change of contact details under this provision does not require an amendment to the present Agreement/Order by way of an addendum.

- 34. Identity Verification Clause.** The Seller acknowledges and agrees that the Buyer requires accurate and verifiable identity information for all personnel providing the Product(s) under this Agreement in order to ensure compliance with applicable laws, regulations, and internal security protocols. As such, the Seller shall, to the extent permitted by law (including but not limited to applicable data privacy laws), use adequate controls to verify the identity of all employees or contractors performing under this Agreement, including: (a) live, in-person identity verification; (b) review of valid government-issued identification; (c) background checks; and (d) review of publicly available information, if appropriate. The Seller shall retain copies of all identification documents reviewed in connection with the identity checks described herein. The Seller shall perform a thorough review of all identity checks. Should the Seller have any reason to believe or suspect that an individual subject to an identity check is not the person identified in the identification documents reviewed, the Seller shall not permit such individual to be engaged in any way in the provision of the Product(s), unless the Buyer agrees otherwise in writing (for example, by email).
- 35. Changes of Agreement.** The parties agree that the present Agreement may be amended solely in writing in the form of addenda approved by both parties; this shall also apply to an agreement between the parties on the written form of the present Agreement and to a change in the written form per se. No changes, express or implied, including, but not limited to, changes to the Product(s), this Agreement and related contractual documents, the price of the Product(s), the dates of delivery of Product(s), the conditions of the fulfilment of this Agreement, or liability for defects and quality guarantees, shall be effective unless documented by written amendment to this Agreement concluded between the parties.
- 36. Interpretation of the Agreement.** Where the Quality Agreement, purchase order or other exhibits hereto uses the term "supplier/Supplier" its shall mean the Seller according to this Agreement and uses the term "client/Client/owner/Owner/investor/Investor" its shall mean the Buyer according to this Agreement.
- 37. Exhibits.** The following Exhibits are an inseparable part of Agreement
- a) Quality Agreement or technical specification, if applicable,
 - b) Provisions on the Protection of Johns Manville Slovakia, a. s. Property.