General Terms and Conditions of Delivery of IS – Industry Solutions, a.s.

1. Introductory provisions

1.1 These General Terms and Conditions of Delivery of IS – Industry Solutions, a.s., with its registered office at M. R. Štefánika 129, 010 01 Žilina, Company reg. No.: 47 373 288, registered in the Companies Register of the District Court Žilina, Section Sa, File No. 10805/L (hereinafter referred to as "GTCD") are an integral part of the offer, purchase contract and contract for work concluded between IS – Industry Solution, a. s. (hereinafter referred to as the "Supplier") and its customer, the subject of which is the delivery of goods, or possibly also assembly, installation, modification, repair or performance of other activities provided by the Supplier (hereinafter referred to as the "delivery").

1.2 The Contracting Parties may deviate from the wording of these GTCD only in cases expressly agreed in the contract.

2. Suppliers offer

2.1 The Supplier's offer shall mean a written offer of the Supplier delivered to the third party by the Supplier for delivery with a price calculation or budget and signed by the responsible person of the Supplier.

2.2 If additional materials are provided along with the offer (technical materials, project documentation, etc.), the third party is obliged to hold in confidence the data and information contained in the provided documents and not to disclose the same to another person.

2.3 In the event of disagreement with the Supplier's offer, the third party is obliged to return the documents provided with the offer in accordance with par. 2.2 of the GTCD to the Supplier without undue delay. Copies of these documents may only be made with the written consent of the Supplier.

2.4 The Supplier's offer is expressly for information purposes only and is not considered a proposal to conclude a contract.

3. Order by the customer

3.1 The contract between the Supplier and the customer shall be considered to have been concluded upon acceptance of the customer's order by the Supplier. The customer's order must be made in writing and signed by a person authorised to act on behalf of the customer. The customer is entitled to send the order to the Supplier by fax, by e-mail or by post.

3.2 The customer's order must include, in particular:

a. complete identification details of the customer including VAT ID,
b. specification of the delivery (quantity, type and nature of the required performance),
c. specification o assembly, installation, incorporation or other activities, as far as the delivery is concerned,
d. delivery date,
e. the total price of the delivery excluding VAT, or the budget determined on the basis of the Supplier's offer.

3.3 The order is considered accepted if the Supplier confirms its acceptance in writing without undue delay. If the Supplier does not confirm acceptance of the order in writing to the customer within 5 days of its delivery to the Supplier, the customer is entitled to cancel the order and the Supplier is not entitled to compensation for costs incurred in connection with the cancelled order.

4. Price and payment terms

4.1 The price stated in the confirmed order is binding for the contracting parties and is considered the delivery price. The delivery price is determined based on the costs at the time of the offer.

4.2 The delivery price is agreed in EUR and excluding VAT, unless otherwise agreed between the parties. The delivery price does not include packaging, handling fees, loading and unloading, transport and customs duties.

4.3 The Supplier reserves the right to unilaterally adjust the price of the delivery in accordance with paragraph 4.1 of the GTCD if, during the execution of the delivery, the costs of delivery increase due to changes in customs and tax regulations, bank rates, exchange rate differences, prices of raw materials, energy used to produce the delivery, or other conditions that contribute to the formation of the delivery price. The change in the delivery price may not exceed 10% of the original delivery price. The Supplier is obliged to inform the customer in writing without undue delay about the change in the delivery price and the reasons for the change.

4.4 If a purchase agreement has been concluded between the contracting parties, the Supplier shall be entitled to payment of the delivery price upon proper delivery of the goods to the customer, unless the contracting parties have agreed otherwise. If a contract for work is concluded between the contracting parties, the Supplier shall be entitled to payment of the delivery price upon proper performance of the work unless the contracting parties agreed otherwise.

4.5 The Supplier shall issue a tax document – invoice with a maturity of 14 days to the customer. The invoice must meet the requirements of an accounting document according to Act No. 431/2002 on Accounting, as amended. The invoice must include: the name of the obligated and authorized person, address, registered office, contract number, invoice number, date of dispatch and due date of the invoice, name of the financial institution and account number to which payment is to be made, invoiced amount, description of the delivery, stamp, and signature of the authorised person.

4.6 The price of the delivery or part thereof shall be paid by bank transfer via a bank or branch of a foreign bank to the Supplier's bank account specified in the header of the invoice. The price of the delivery or part thereof shall be deemed to have been paid on the day the invoiced amount is credited to the Supplier's account.

4.7 If the customer is in default with payment of the delivery price or part thereof, the Supplier is entitled to:

a. extend the delivery date by the duration of the delay,
b. demand payment of default interest at a rate of 0.05% of the amount owed for each day of delay, including any day that has begun,
c. withdraw from the contract if the customer fails to pay the amount owed even within an additional reasonable period of time,
d. demand compensation for damages caused by the customer's delay.

4.8 The customer is not entitled to unilaterally offset or withhold payments intended for the Supplier without the Supplier's consent on the grounds of claims arising from liability for defects, claims under the quality guarantee, or liability for damages. A breach of this obligation shall be considered a material breach of the customer's obligations and shall entitle the Supplier to withdraw from the contract.

5. Delivery and delivery terms

5.1 The place of delivery, delivery date, performance of work, handover of delivery, and acceptance of delivery are governed by the special provisions of the Commercial Code on purchase contracts or contracts for work (depending on the type of contract) and the general provisions of the Commercial Code unless the contracting parties agree on different arrangements for rights and obligations.

5.2 The delivery date is determined by agreement between the parties in the confirmed order.

5.3 During the period of delay by the customer in fulfilling its obligations set out in the contract or in the GTCD, on which the delivery depends, the delivery period shall not run for the Supplier and the delivery date shall be extended by the period during which the customer was in delay.

5.4 The Supplier is entitled to deliver the goods before the delivery date. The customer is obliged to enable the Supplier to deliver the goods at any time during the delivery period.

5.5 The customer is obliged to accept the delivery. In the event of a delay by the customer in providing cooperation in accordance with the first sentence, the Supplier is entitled to arrange for the storage of the goods in the Supplier's or a third party's storage facilities at the customer's expense and risk.

5.6 If the delivery is in the nature of a contract for work and the work is performed at the customer's premises, the customer is obliged to ensure suitable conditions for the proper and timely performance of the work.

5.7 The customer undertakes to ensure, at its own expense and risk, all conditions necessary for the proper and timely delivery of the goods, in particular official permits required by the legal system of the relevant country, obligations towards customs authorities, etc.

5.8 The Supplier declares that none of its goods, products, technologies, or services provided contain prohibited products or services under international trade law applicable to the Customer (including, but not limited to, Council Regulation (EU) No. 833/2014, 692/2014, 2022/263 or 765/2006, as well as the US Export Administration Regulations (15 C.F.R. Parts 730-774) and import rules enforced by US Customs and Border Protection).

5.9 The Supplier declares that, in relation to deliveries, the Supplier fully respects and complies with all applicable national and international trade (export and import) and customs legislation, as well as restrictions arising from any embargoes or other sanctions imposed by European Union regulations.

Prohibition of re-export to the Russian Federation

5.10 The Customer shall not directly or indirectly sell, export or re-export to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with this contract that fall within the scope of Article 12g of Council Regulation (EU) No. 833/2014.

5.11 The Customer shall use its best efforts to ensure that the purpose under par. 5.10 is not thwarted by any third party further down the supply chain, including any resellers.

5.12 The Customer shall establish and maintain an appropriate monitoring mechanism to detect any actions by third parties further down the supply chain, including any resellers, which could frustrate the purpose of par. 5.10.

5.13 Any breach of paragraphs 5.10, 5.11, 5.12 constitutes a material breach of this contract and the Supplier is entitled to take appropriate remedial measures, including, but not limited to:

(i) terminate this contract; and

(ii) a contractual penalty of [100]% of the total value of this contract.

5.14 The Customer shall immediately inform the Supplier of any problems in applying paragraphs 5.10, 5.11, and 5.12, including any relevant actions by third parties that may frustrate the purpose of paragraph 5.10. The Customer shall make available to the Supplier information relating to compliance with the obligations under paragraphs 5.10, 5.11, and 5.12 within two weeks of receipt of a request for such information.

6. Transfer of risk of damage to the goods and acquisition of ownership

6.1 The risk of damage to the goods shall be transferred from the Supplier to the customer

a. at the moment of acceptance of the goods by the customer at the place of delivery; if the customer is in default with the obligation to accept the delivery, the risk of damage to the goods shall be transferred to the customer at the moment when the Supplier requested the acceptance of the delivery,

b. at the moment of handover of the goods for transport to the designated place, if the Supplier does not deliver the goods at its own expense and responsibility,

6.2 The customer is obliged to inspect the delivered goods without undue delay after acceptance of the delivery or to ensure that they are inspected by another person, otherwise they lose the right to claim defects that the delivery had at the time of acceptance of the work and which could have been detected by inspection of the delivered goods.

6.3 The Supplier reserves the right of ownership of the subject of the delivery until the price of the delivery has been paid in full, including the costs associated with the delivery, which are not included in the price of the delivery according to paragraph 4.2 of the GTCD.

7. Responsibility for defects and guarantee for quality

7.1 The Supplier is responsible for ensuring that the delivery has the properties specified in the agreed terms and conditions, in accordance with applicable technical standards and in compliance with the laws of the Slovak Republic. If the customer provided the documentation for the performance of the delivery, the Supplier is only responsible for the correctness of the performance of the delivery according to the documentation received from the customer.

7.2 The Supplier is responsible for defects that the delivered goods had at the time of transfer of the risk of damage to the delivery to the customer.

7.3 The Supplier may provide a guarantee for the quality of the delivery to the extent and under the conditions specified in the declaration of guarantee for the quality of the delivery.

7.4 The quality guarantee does not apply to defects caused by natural wear and tear of the delivery, damage to the delivery as a result of unprofessional intervention by the customer or a person who had access to the delivery, unprofessional or negligent handling, use of unsuitable material for operation, and changes in conditions that affect the proper functioning of the delivery and of which the Supplier was not notified at the time of conclusion of the contract. The quality guarantee does not apply to defects caused by repairs that were not carried out by the Supplier and to defects that appeared as a result of repairs to the delivery that were not carried out by the Supplier.

7.5 The quality guarantee does not apply to defects for which the Supplier is not responsible and which arose during assembly or installation, in particular as a result of insufficient technical conditions provided by the customer, failure to follow instructions and requirements during assembly or installation, overloading of parts beyond the performance specified by the Supplier or the manufacturer, incorrect or negligent handling.

7.6 The customer is obliged to inform the Supplier in writing of any defect in the delivery without undue delay after its discovery. As part of the complaint, the customer is obliged to identify the defect along with the location where it occurred and describe how the defect manifests itself. The Supplier is obliged to contact the customer within 48 hours of receiving the complaint and agree on a date for remedying the defect. When agreeing on the date for remedying the defect, the contracting parties are obliged to take into account the nature of the reported defect.

7.7 The Supplier and the customer may conclude a separate service contract for the purpose of servicing the delivered goods.

8. Force majeure

8.1 Force majeure shall be deemed to be events and circumstances that occurred unpredictably and independently of the will of the Supplier or customer after the conclusion of the contract and which prevent delivery. Force majeure includes, in particular, strikes, fires, natural disasters, acts of God, mobilization, war, uprisings, epidemics, confiscation of goods or other official interventions and prohibitions, unavoidable regulation of electricity consumption, delays caused by transport or customs clearance.

8.2 Events considered to be force majeure shall result in the extension of the delivery period by the duration of such events, even if they occur at the Supplier's subcontractors. For the duration of the force majeure event, neither party shall be entitled to compensation for damages caused by the extension of the delivery period.

8.3 The affected party is obliged to inform the other party in writing without undue delay of the occurrence of a force majeure event.

8.4 If the force majeure event lasts for more than sixty (60) consecutive days, each party shall be entitled to withdraw from the contract without being entitled to compensation for damages caused by such withdrawal from the contract as a result of the force majeure event.

9. Communication

9.1 All notices that require written form, with the exception of withdrawal from the contract, may be delivered by e-mail or fax to the contact details provided by the other party.

9.2 Any documents delivered by postal service shall be deemed to have been delivered:

a. on the day of receipt of the document,

b. on the day of refusal to accept the document,

c. upon expiry of the third (3) day of the period for acceptance of the deposited document.

9.3 Documents delivered by e-mail shall be deemed to have been delivered upon confirmation of delivery by the other party. If the other party does not confirm delivery of the e-mail, the document shall be deemed to have been delivered on the third day after the date of its dispatch, except in cases where it is clear from the server used that the message was not sent.

9.4 Documents delivered by fax shall be deemed to have been delivered on the day following the day on which the document was sent, except in cases where it is clear from the equipment used that the message was not sent.

10. Final provisions

10.1 In the event of withdrawal from the contract by either party, the parties are obliged to return the provided performance without undue delay, no later than 7 days from the date of delivery of the notice of withdrawal from the contract to the other party.

10.2 Each party is obliged to inform the other party in writing of any changes in data that have a direct impact on the performance of the concluded contract.

10.3 All information, including documents, technical and project documentation, obtained by the parties during the term of the contract is subject to confidentiality and may not be provided or made available to a third party without the written consent of the other party.

10.4 The rights and obligations of the contracting parties not regulated in the contract or in these GTCD shall be governed by the relevant provisions of Act No. 513/1991 Coll., the Commercial Code, as amended.

In Žilina, on 15 August 2025

IS – Industry Solutions, a.s.

GARANT PARTNER legal, s.r.o.
JUDr. Martin Dočár, Attorney-at-Law,
Executive Director