

GENERAL BUSINESS TERMS AND CONDITIONS

In accordance with the provisions of the Commercial Code no. 513/1991 Coll., TTS Martin, s.r.o. with its registered office at Rakovo 92, 038 42 Príbovce, issues these General Business Terms and Conditions (hereinafter referred to as "GTC-TTS"), which regulate contractual relations between TTS Martin, s.r.o. as the "Seller" (1) and the other party as the "Buyer" (2). If the Seller is used in the following, it is also considered to be a contractor. If the Buyer is used in the following, it is also considered to be the Customer. Legal relationships and the content of individual business relationships are governed by these GTC-TTS or the relevant contract for the work, or the purchase contract (hereinafter referred to as the "Contract") concluded between the Seller and the Buyer, or the order confirmation. If the matters of the contractual relationship are not resolved in the contract, order, or confirmation of the order, contractual relationships are governed by the generally binding legal regulations of the Slovak Republic, especially the Commercial Code no. 513/1991. The Seller and the Buyer may, in the contract or in other agreements validly concluded between them, adjust their rights and obligations differently from the provisions of these GTC-TTS. The provisions of the contract or other agreements take precedence over the provisions of these GTC-TTS.

Article 1 Conditions of the Subject of Performance

1. By an order or conclusion of the contract, the Seller delivers the goods or performs the work on the basis of the written order of the Buyer confirmed by the Seller, or on the basis of a contract signed by both parties. The mutually agreed confirmation of the order also becomes a contract concluded between the Seller and the Buyer.

2. The order or the contract must contain the business name and registered office of the Buyer, the name and contact of the person who is authorised to handle and act on behalf of the Buyer, an exact specification of the type and quantity of goods ordered, or the scope of work, the required delivery date, method and place delivery of goods, its price and method of payment for delivery of goods and work performed.

3. Materials such as prospectuses, catalogues, pictures, drawings and other data about the goods are understood as informative and are not binding for the Seller.

4. The data contained in the written acceptance of the order or in the mutually signed contract concluded between the Seller and the Buyer are binding. Any

subsequent or other arrangements must be made exclusively in writing and confirmed in writing by both parties.

5. The Buyer can request in writing to change the contents of the delivery, and this change is binding for the Seller only if the Seller confirms it in writing, whereas the Seller can change the delivery time appropriately according to the circumstances, in writing in the subject confirmation of the change of delivery. Execution and modifications to the goods and supplies will be carried out by the Seller at the Buyer's expense.

6. The Seller reserves the right to make changes in the design and execution of the work, as long as these changes do not have a fundamental impact on the functionality of the delivered device, and the Seller will notify the Buyer of the changes made in advance.

7. The Seller is entitled to withdraw from the contract or order at any time. In such a case, the Buyer is entitled to compensation for the actually incurred costs, proven in writing. These claims apply only to incurred direct costs, in no case will the Seller compensate indirect claims arising from the loss of the Buyer's profit, loss of a contract with a third party, etc.

8. The confirmed order or contract is binding for the Buyer. In case of cancellation of the order or termination of the contract by the Buyer, the Buyer is obliged to pay the Seller all demonstrable direct costs incurred with the execution of the work until the date of cancellation or termination of the order or contract.

Article 2 Delivery Terms and Conditions

1. The Seller will deliver the goods or perform the work in the scope, quantity and quality according to the accepted order or contract at the agreed time and at the agreed place of performance. Unless otherwise specified in the order or contract, the place of performance is the Seller's registered office.

2. At the Buyer's request, the Seller will enable the inspection of the performance of the work in the development stage, but the date of the inspection must be agreed in advance with the Seller.

3. The Seller is obliged to invite the Buyer after completion of the work to take it over at the agreed place of performance.

4. If the place of performance is the Seller's registered office, the Buyer is obliged to come to take over the work within 7 days of receiving the invitation (written or verbal). After 7 days, an advance invoice will be issued.

5. The Buyer undertakes to pay the advance invoice issued by the Seller also for manufactured and uncollected goods within 30 days from the agreed delivery date. If the goods are not paid for within 30 days from the confirmation of the date of production and delivery, the Seller is entitled to withdraw from the contract (order).

6. In the case of installation of the device at the agreed place of performance other than the Seller's registered office, the Buyer undertakes to take over the completed work properly and on time according to the agreement, otherwise he is obliged to compensate the Seller for costs and damage incurred as a result of not taking over the work.

7. Together with the object of purchase, the Seller issues two originals of the delivery note, which are mutually signed by the parties. Each party will receive one original, certified on both sides. In the case of installation of the device, the Seller is obliged to issue and hand over to the Buyer a report on the inspection of the device, a record of operator training and other relevant documents necessary for the correct handover and use of the object of the work.

8. The Buyer is obliged to thoroughly check the object of purchase and related work and find out whether it has any defects, whether it was delivered with all accessories and relevant documents as soon as he gets the opportunity to handle it. The Buyer is obliged to notify the Seller in writing of all detected deficiencies no later than 2 working days after taking over the item of purchase.

9. The Buyer undertakes to take over the partial performance of the work.

10. If the Seller and the Buyer have agreed that the Seller will ensure the transport of the goods to the agreed place of delivery, the rights and responsibility for the transport pass to the Buyer at the moment of handing over the goods to the first carrier. The Seller is obliged to pack the goods at his own expense in a standard way in order to prevent damage or deterioration of the goods during transport. The standard way of packing goods is not suitable for long-term storage of goods.

11. In the event that the Seller is unable to deliver the goods on time due to force majeure, the delivery time is appropriately extended by the duration of the force majeure. In principle, the Seller is, as far as possible, obliged to notify the Buyer of these facts together with the notification of the approximate possible time of delivery of the goods. If, as a result of force majeure, the Seller's performance becomes impossible, his

obligation to deliver the goods to the Buyer ceases without the right to compensation.

12. The Seller retains ownership and copyright to catalogues, drawings, projects and other materials related to the sale of goods without reservation. The Buyer is not entitled to translate, copy and reproduce any materials or documentation related to the delivered goods.

Article 3 Cooperation of the Buyer

1. The Buyer is obliged to deliver to the Seller all the necessary materials, documentation or projects necessary for the execution of the work no later than on the day of approval of the order or signing of the contract for the work. In the event of a delay in the delivery of the mentioned documents, which are necessary for the execution of the work, the deadline for the delivery of the work is postponed by the same amount of time, while the responsibility for failure to meet the deadline is not based on the delay on the part of the Seller.

2. The Buyer undertakes to take over the completed work or goods, to pay the agreed amount for it and to provide the agreed cooperation to the Seller.

3. When dealing with complaints, the Buyer undertakes to provide the Seller or persons authorised the Seller with access to the goods and to provide full cooperation so that the Seller can remove defects in the goods.

4. Violation of the agreed cooperation of the Buyer for the purposes of the contract and order is considered as their material violation.

Article 4 Price of the Work and Terms of Payment

1. The price of the work is determined in the order confirmation or in the contract pursuant to the Section 3 of Act no. 18/1996 Coll. on prices. Prices stated in offers and price lists are always stated excluding VAT, unless otherwise stated.

2. The Seller reserves the right to negotiate prices and payment terms for each contract or order separately.

3. If, during the execution of works for a specific order, the Seller incurs additional work classified as work beyond the scope of work agreed upon in the contract or order, the parties shall agree on their scope and price and confirm their consent in writing.

4. Unless otherwise stated in the order confirmation or in the contract, the price of the work does not include the costs of transporting the object of the work to the place of performance, which is provided and paid for in full by the Buyer.

5. The price of the work is considered to be paid by crediting funds to the Seller's account, or by paying in the Seller's cash register.

6. The purchase price of the goods is payable in EUR or in a foreign currency, based on the exchange rate of the foreign currency in which the Buyer pays for the goods, valid on the day of signing the contract or confirming the order. In the case of payment of the price in a foreign currency, the clause on the Seller's right to unilaterally increase the price of the work is applied if between the date of signing the contract or confirmation of the order and the date of payment of the purchase price, the EUR exchange rate against another currency increases by more than 3% according to the official exchange rate chart of the National Bank of Slovakia and by an amount equal to the percentage of the growth of the exchange rate.

7. The Buyer can set off his claims against the Seller only with the Seller's written consent.

8. The Buyer is not entitled to assign his claim against the Seller to a third party without the written consent of the Seller.

9. If the Buyer is obliged in accordance with the purchase contract or the confirmation of the order to pay the Seller an advance before delivery and does not pay it properly and on time, the Seller may, after notification and the expiration of a reasonable period, refuse to deliver the goods until the Buyer pays the advance, or withdraw from the contract. In addition to interest on delay, the Buyer is obliged to compensate the Seller for the costs incurred as a result of the delay or cancellation of the delivery.

10. The Seller issues a tax document to the Buyer for the purchase price of goods and works in accordance with applicable legal regulations.

11. If the due date of the tax document is not specified in the contract or in the order confirmation, the due date is 14 days after taking over the goods or works.

Article 5 Sanctions

1. If the Seller does not meet the deadline for the completion of the work in accordance with the confirmation of the order or the contract, the Buyer is entitled to charge the Seller a contractual penalty in the amount of 0.05% of the price of the relevant part of the work for each day of delay, but up to a maximum of 5% of the price of the relevant part of the work.

2. In the event of the Buyer's delay in paying the price of the work, the Seller is entitled to charge the Buyer interest on the delay in the amount of 0.05% of the

unpaid price of the work for each day of delay, including the beginning.

3. In the event that the Buyer does not take over the subject of performance within 7 days of receiving the invitation, the work is considered delivered on the last day of this period. The Seller is entitled to charge the Buyer a fee for storage in the amount of 0.1% of the purchase price of the goods for each day of storage of the goods.

4. In case of cancellation of the order or termination of the contract by the Buyer, the Buyer is obliged to pay the Seller all demonstrable direct costs incurred by the Seller by the execution of the work until the date of cancellation or termination of the order or contract.

Article 6 Transfer of Rights and Risk of Damage

1. The Buyer acquires the ownership right to the goods at the moment of handing over or delivery of the goods, but only if he has paid the Seller the entire purchase price of the work.
2. The risk of damage to the goods passes to the Buyer at the moment when the Seller dispatches the goods from his warehouse for the purpose of delivery to the place specified in the confirmed order or contract, or at the moment when the goods are taken over by the Buyer at the Seller's registered office.

Article 7 Product defects, quality warranty

1. Unless otherwise stated in the contract, order confirmation or price offer, the Seller provides the Buyer with a warranty against material defects or manufacturing defects in relation to the Electric generating set (hereinafter referred to as "GenSet") in accordance with the applicable general business terms and conditions in the length of:

- 24 months or until GenSet device has worked for 500 engine hours (whichever occurs first) from the day of the GenSet's protocol commissioning if the GenSet is put into operation by the Seller or a person designated by the Seller;
- 27 months or until the GenSet device has worked for 500 engine hours (whichever occurs first) from the day of the protocol handover of the GenSet to the Buyer if there is no protocol commissioning of the GenSet by the Seller or a person designated by the Seller;

- 27 months or until the GenSet device has worked for 500 engine hours (whichever occurs first) from the date of dispatch of the GenSet from the Seller, if there is no protocol commissioning of the GenSet by the Seller or a person designated by the Seller, nor protocol handover of the GenSet to the Buyer.

2. Unless otherwise stated in the contract, order confirmation or price offer, the Seller provides the Buyer with a warranty against material defects or manufacturing defects in relation to the Cogeneration Unit (hereinafter referred to as "CHP unit") in accordance with the applicable general business terms and conditions in the length of:

- 12 months (regardless of the number of engine hours) from the day of the protocol commissioning of the CHP unit if there is a protocol commissioning of the CHP unit by the Seller or a person designated by the Seller;

- 18 months (regardless of the number of engine hours) from the day of the protocol handover of the CHP unit to the Buyer if there is no protocol commissioning of the GenSet by the Seller or a person designated by the Seller;

- 18 months (regardless of the number of engine hours) from the date of shipment of the CHP unit from the Seller, if there is no protocol commissioning of the CHP unit by the Seller or a person designated by the Seller, or protocol handover of the CHP unit to the Buyer.

3. The condition for the recognition of a claim in relation to the GenSet is a regular inspection of the GenSet by persons trained by the Seller (hereinafter referred to as "operation") every 7 days according to the operations described in the "operating rules" and the performance of a major technical inspection at least once a year, including the operations described in the document "contents of the regular annual inspection of GenSet ", while the Seller recommends performing a regular GenSet check every 6 months. All actions (weekly inspections, regular service inspections, including a major technical inspection as well as repairs) must be recorded in the GenSet operating book and must be provided to the Seller as a basis for acknowledging the claim.

4. The condition for recognition of a claim in relation to the CHP unit is regular inspection and service of CHP unit, according to the operating and maintenance

manual and service matrix of the engine and generator. All operations (taking oil samples, regular inspections and service) must be recorded in the CHP unit operating book and must be provided to the Seller as a basis for acknowledging the claim.

5. In the case of service, unless otherwise stated in the service contract, order confirmation or price offer, the Seller provides the Buyer with a warranty for spare parts (with the exception of consumables), material defects or manufacturing defects for a period of 6 months and for service work performed within 12 months from the date of signing the acceptance protocol, delivery note or service sheet.

6. Unless otherwise stated in the contract, order confirmation or price offer, the Seller provides the Buyer with a warranty against material defects or manufacturing defects in relation to the Electrical Switchboard (hereinafter referred to as "Electrical Switchboard") in accordance with valid general business terms and conditions in the length of:

- 12 months from the date of dispatch of the Electrical Switchboard from the Seller if there is no protocol commissioning of the Electrical Switchboard by the Seller or a person designated by the Seller, nor protocol handover of the Electrical Switchboard to the Buyer.

7. The Buyer is obliged to immediately notify the Seller in writing (complaint) about hidden product defects, as well as product defects for which the Seller is responsible under the warranty.

8. The Seller will respond to the complaint within 30 days of receiving the complaint.

9. The Seller is entitled to request access to the place where the product is located for the purpose of inspecting it and assessing the validity of the complaint. If, at the request of the Seller, the Buyer does not ensure that this location is made available for the purpose of inspecting the product no later than within 7 days of the Seller's request, the deadline for the Seller to respond to complaints is extended by the number of days of the Buyer's delay in making available the location where the product is located.

10. If the complaint is justified, the Seller, at the time specified for the decision on the validity of the complaint, will also determine the deadline and

method of removing the defect, the provision on whether the possible removal of the defect will be carried out by the Seller or a person designated by the Seller.

11. During the warranty, the Seller's service centre directly, or a service centre authorised by the Seller, will repair or replace the damaged detail of the product at its own expense, but only if the corresponding complaint is recognised as justified.

12. The remaining warranty period of the original parts or parts of the product is transferred to all replaced or repaired parts or parts of the product that are covered by the warranty.

13. The warranty period is extended by the time during which the product was under recognised warranty repair and could not be used during the warranty period.

14. Any responsibility for other costs, damages, direct or indirect losses of the Buyer resulting from the use of the product, or their partial or complete non-functionality is excluded.

15. The warranty will not be recognized in cases where:

- the product is not installed correctly, as a result of which it does not meet the technical parameters prescribed by the manufacturer, which violates the conditions for its proper operation,
- the product was installed by unqualified personnel not trained by the Seller or by a person other than personnel recommended by the Seller,
- the instructions in terms of the "Operation and Maintenance Manual" or "Operating Instructions" or "Operating Procedure" delivered together with the product have not been followed,
- the regular inspection of the GenSet by the operator every 7 days according to the actions described in the "operating rules" was not observed;
- a major technical inspection of the GenSet was not performed at least once a year, including the actions described in the document "contents of the regular annual inspection of the GenSet ",
- any of the operations (weekly inspections, regular service inspections, including a major technical inspection as well as GenSet repairs) were not

recorded in the GenSet operating book or were not provided to the Seller together with the claim,

- the regular inspection and service of the CHP unit, according to the operation and maintenance manual and the service matrix of the engine and generator, was not observed,
 - any of the actions (taking oil samples, regular inspections and service) were not recorded in the CHP unit operating book or were not provided to the Seller together with the claim.
 - any seal affixed to the product in production will be broken or removed by an entity other than the Seller or a service centre authorised by the Seller,
 - the product was disassembled, repaired, or its parts were modified by someone other than the Seller's service centre, or a service centre authorised by the Seller in writing,
 - original spare parts were not used during maintenance and repair,
 - if an entity other than the manufacturer's service centre or a service centre authorised by the manufacturer in writing was entrusted with the performance of prescribed regular maintenance,
 - individual parts of the fuel system were damaged due to the use of an unauthorised type of fuel or poor-quality fuel,
 - an electrical system error occurred, caused by the connection of electrical components that exceeded the permitted power load of the product,
 - the product was damaged during transport, reloading or unloading,
 - damage occurs due to an unavoidable force majeure event. Cases of force majeure are mainly, but not exclusively, considered to be: fire, flood, natural disaster.
16. The Buyer is obliged to use the goods only for the purpose for which they are intended and in accordance with safety and other generally binding regulations.
17. During the warranty period, the Buyer is obliged to maintain the goods in a proper and operable condition and to ensure at his own expense warranty inspections by an authorized service centre, according to the Seller's recommendation.

Article 8 Final Provisions

1. These general business terms and conditions are binding as of 01.06.2024 and they cancel all previous GTC-TTS valid as of 01 September 2019.

2. The Seller is entitled to change the content of the GTC-TTS, but they are binding for the Buyer until the delivery of the new GTC-TTS. Issued on: 01.06.2024

3. The Parties have agreed to preserve the trade secret of the other party, which they obtained by fulfilling the subject of the contract or order even after the termination of the contractual relationship.

4. The Buyer is obliged to inform the Seller about changes relevant to registration in the commercial register, about a change in the form of his business entity, its division, merger or merger with another entity and will ensure the transfer of rights and obligations arising from the current contractual relationship to the successor entity.

5. In the event of a declaration of settlement and/or bankruptcy on the Buyer's property and/or execution on the Buyer's property, the Seller is entitled to terminate the contract with the Buyer, invoice the Buyer for the work performed and exercise a lien on the subject of the work related to the current contractual relationship.

6. Disputes between the parties are preferably resolved by the parties themselves, in the event that no agreement is reached, the dispute will be decided by the competent court according to the Code of Civil Contentious Procedure of the Slovak Republic, Act no. 160/2015 Coll.

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- 1 - or "by contractor"
- 2 - or "by the customer"