

## **General Terms and Conditions of Centrum výskumu a vývoja, s. r. o.**

### **1. Introductory Provisions**

1. These General Terms and Conditions (hereinafter referred to as the “GTC”) govern the contractual relationship between the company **Centrum výskumu a vývoja, s. r. o.**, Trnavská cesta 1033/7, 920 41 Leopoldov , Company ID No.: 45977429, Business Register: Trnava District Court, Section Sro, File No. 46758/T (hereinafter referred to as the “CVV Company”) and its business partners (hereinafter jointly referred to as the “Parties”).
2. Unless otherwise stipulated by the Contract between the CVV Company and the Business Partner, the GTC are deemed to form an integral part thereof.
3. Each Contract between the CVV Company and the Business Partner contains a link to a website where these GTC can be accessed and are available to gain full knowledge of . If the Business Partner does not have Internet access, a copy of these Terms and Conditions will be provided by the CVV Company or sent in an electronic format upon request to the Business Partner.
4. Any exceptions and arrangements deviating from these GTC will be valid only if agreed in writing and contained in the Contract between the CVV Company and the Business Partner. Specific exceptions and deviating arrangements always apply to a specific Contract only and their application to any other contractual relations with the Business Partner is excluded, unless also agreed in writing in another Contract.
5. In the event of a discrepancy between the Contract and the applicable legal regulations governing the Contract, the applicable legal regulations shall prevail. In the event of a discrepancy between the Contract and the GTC, the Contract shall prevail. In the event of a discrepancy between the General Part of the GTC and the Special Part of the GTC, the Special Part of the GTC shall prevail.
6. The application of the general terms and conditions of the Business Partner or any other general terms and conditions is hereby expressly excluded.
7. The CVV Company is entitled to unilaterally change the wording of these GTC. Such change will become effective vis-a-vis the Business Partner on the expiry of the 15<sup>th</sup> day after the delivery of the notification of the change by the CVV Company, unless the CVV Company is notified within the said period that the Business Partner disagrees with this change. If the Business Partner disagrees with such change to the GTC and notifies the CVV Company thereof in accordance with the previous sentence, the Contract will terminate on the expiry of the 15<sup>th</sup> day after the delivery of the notification of the change. After the change to the GTC is accepted, the CVV Company will also publish the full text in electronic form on its website and in writing at its registered office without undue delay.
8. These GTC become effective on the date of their acceptance by the CVV Company and vis-a-vis the specific Business Partner on the effective date of the Contract between the Business Partner and the CVV Company.

### **2. Definitions**

For the purposes of the GTC:

**“Business Partner”** means a legal entity or a natural person entering into a legal relationship with the CVV Company under the Contract.

“**CVV Company**” means company **Centrum výskumu a vývoja, s. r. o.**, Trnavská cesta 1033/7, 920 41 Leopoldov , Company ID No.: 45977429, Business Register: Trnava District Court, Section Sro, File No. 46758/T

“**Contract**” means a written document regulating the mutual obligations of the Parties.

“**Performance**” means the supply of services, goods, works, and any other performances and the fulfilment of any other obligations under the Contract.

“**Parties**” mean a joint reference to the CVV Company and the Business Partner who have jointly entered into a legal relationship under the Contract; the “Party” in singular means any party to the Contract thus concluded.

“**Without delay**” or “**without undue delay**” means the time strictly necessary to take the relevant action, but not more than 8 days.

“**Warranty Period**” means the period during which the liable Party ensures a proper functioning of the product/work, or that these will be free from defects and fit for use.

“**Taxes**” mean any taxes, duties or other charges imposed by the competent authority/applicable laws in relation to the Performance.

“**Commercial Code**” means Act No. 513/1991 Coll., the Commercial Code, as amended.

“**Civil Code**” means Act No. 40/1964 Coll., the Civil Code, as amended.

“**GDPR**” means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 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

„**Act on VAT**“ mean Act No. 222/2004 Coll., on value added tax, as amended.

### **3. Conclusion of the Contract**

1. The contractual relationship between the CVV Company and the Business Partner under these GTC arises either by signing the text of the Contract by authorised representatives of the Parties or by accepting the proposal to conclude the Contract by the other Party (by delivery of a so-called “order” of one Party and its subsequent unconditional acceptance by the other Party).
2. Only unconditional acceptance of the Contract proposal is considered as the acceptance of the Contract proposal (order). Acceptance with any reservations, amendments and changes (e.g. regarding dates or places of delivery of the Performance) means the rejection of the submitted Contract proposal (order) and represents a new proposal from the other Party.
3. In the event that the acceptance of the Contract proposal (order) is not delivered to the CVV Company by the Business Partner and the Business Partner starts to perform/deliver under the Contract proposal, the acceptance of the Contract proposal (order) of the CVV Company by the Business Partner is considered implicit.
4. The Parties undertake to provide each other with the necessary cooperation in the performance of their obligations under the Contract and to notify each other of all circumstances and information which may affect the fulfilment of the terms and conditions agreed in the Contract.

### **4. Termination of the Contract**

1. The Contract between the Parties may be terminated by written agreement.

2. The Contract may be terminated by unilateral written notice in the event of a framework Contract or if the Performance has been agreed for an indefinite period. The notice period is 3 months and starts from the first day of the calendar month following the delivery of the written notice.
3. The Contract may be terminated by withdrawal from the Contract for explicitly given reasons and in the manner as specified in the Contract, in these GTC and in the provisions of Section 344 et seq. of the Commercial Code.
4. In the case of withdrawal reasons stipulated in the Contract and these GTC, the CVV Company is entitled to withdraw from the Contract without providing an additional period for the Performance and without prior notice.
5. Withdrawal from the Contract takes effect on the date of delivery of the written notice of withdrawal from the Contract to the other Party. Upon withdrawal from the Contract, all rights and obligations of the Parties under the Contract will terminate, except for the obligation to compensate the other Party for damage and to pay contractual penalties agreed for the event of breach of the Contract, and except those stipulated by the provisions of the Contract or the GTC, which, according to the will expressed by the Parties or given their nature, shall survive the termination of the Contract.

#### **5. Validity, Changes, Severability of Provisions of the Contract**

1. The Contract becomes valid on the date of its signing by the Parties. By signing the Contract, the Business Partner declares that it accepts this Contract in full and without reservations.
2. The Contract becomes effective on the date of its validity, unless another date is specified in the Contract (a so-called deferred effect of the Contract), from which the Contract takes effect.
3. The Contract supersedes all previous Contracts, both oral and written, relating to the Contract or resulting from negotiations of the Contract between the Parties, which become invalid on the date of concluding the Contract.
4. The Contract may be amended only by Contract of the Parties in the form of a written numbered amendment to the Contract.
5. Changes in the identification data of the Parties entered in the Business Register (e.g. registered office, statutory representative) as well as the bank account number, are not deemed to be changes requiring the conclusion of a written amendment to the Contract. The affected Party shall be obliged to notify the other Party of such changes in data without undue delay by a written notice signed by the statutory representatives, who are listed in the Business Register as authorized to act on behalf of the Party.
6. Should any provision of the Contract be or become unenforceable, invalid or ineffective under the applicable legal regulations, this will not affect the remaining provisions of the Contract. In such an event, the Parties will agree on a solution which preserves the context and purpose of the given provision of the Contract.

#### **6. Language, Governing Law and Dispute Resolution**

1. These GTC were drawn up in Slovak and were translated into English. In the event of a discrepancy between the original version in Slovak and the translation in English, the original version in Slovak language shall prevail.
2. The Parties agree that the Contract and the legal relations arising out of and in connection with the Contract, which are not regulated by the Contract or the GTC, are governed by Slovak laws.
3. The Parties will make every effort to resolve any dispute arising out of or in connection with this Contract by mutual Contract. In the absence of such Contract, the Parties agree to resolve all disputes arising from the Contract before the competent court of the Slovak Republic with local and factual jurisdiction.
4. The Parties agree not to apply the provisions of the United Nations Convention on Contracts for the International Sale of Goods where they could be applied to the contractual relationship.

#### **7. Service of Documents and Communication between the Parties**

1. Any documents under or in connection with the Contract will be deemed to be delivered when delivered by registered mail to the address of the registered office of one of the Parties, by courier or in person to one of the Parties.
2. If the Parties wish to consider delivery by electronic means (e-mail) as equivalent to the delivery by post, this must be expressly agreed in the Contract or in a separated agreement. Usual electronic communication and exchange of documents related to the Contract (not producing legal effects) between the Parties is accepted without further action.
3. The document delivery date is also deemed to be the day on which the Party being the addressee refuses to accept the delivered document or on which the three-day collection period at the post office for the collection of a document delivered by post to the Party expires, or the day on which the document delivered by post to the Party is demonstrably marked by the post office "the addressee has moved out", "the addressee is unknown" or with any other note of a similar meaning or, in the case of a courier service, the day on which the document was not delivered to the addressee because the addressee could not be reached by the courier.
4. For the purposes of service by post, the addresses indicated as the registered offices of the Parties in the heading of the Contract will be used, unless the addressee has communicated a new registered office or another new address for service of documents in writing to the sender. In the event of any change in the address for service of documents under or in connection with the Contract, the Party concerned undertakes to notify the other Party in writing of the change in the address without delay, in which case, the new address duly notified to the Party prior to sending the document is decisive for service.
5. The Parties agree that the arrangements under this Article do not affect any specific agreements between the Parties on sending electronic invoices or on electronic signing of contract documents.

#### **8. Protection of Personal Data of the Data Subjects**

1. EG Companies process and protect personal data in accordance with GDPR and the Act No. 18/2018 Coll. on Personal Data Protection and on Amendments to Certain Acts (the "Personal Data Protection Act") as well as all generally binding implementing legal regulations.

2. During the pre-contractual relations and during the mere contractual relationship with the Business Partner, the Business Partner may provide the CVV Company with personal data of various natural persons. The Business Partner is aware that if it has provided or intends to provide such personal data to the CVV Company for the purpose of performance of the Contract (e.g. personal data of its Executive Directors, responsible employees or other individuals (hereinafter referred to as the “Data Subject”), the Business Partner undertakes and confirms by signing the Contract that all Data Subjects whose personal data have been or are intended to be provided to the CVV Company have been informed of the possibility of providing their personal data to the CVV Company and also about the particulars of the CVV Company’s processing of personal data in accordance with Article 14(1) to (4) of the GDPR. The CVV Company is obliged to provide the Business Partner with the necessary cooperation upon request.

### **9. Personal Data Processing – Processing Contract**

1. Where the CVV Company is deemed as the processor under the GDPR when providing the Performance under the Contract, it will process the personal data of the Data Subjects provided by the Business Partner – the controller (hereinafter referred to as the “Personal Data”) in accordance with the GDPR, the Contract and the following provisions of the GTC.
2. For the purposes of the following provisions of these GTC the terms “Controller”, being the Business Partner, and “Processor”, being the CVV Company, have the same meaning as in the GDPR. The term “Other Processor” means another processor engaged by the Processor in the processing of the Personal Data on behalf of the Controller. The term “Third Country” means a country that is not a Member State of the European Union or a party to the Contract on the European Economic Area.
3. The Controller hereby authorises the Processor to process the Personal Data for the purpose of providing the services under the Contract.
4. The Processor is authorised to start processing the Personal Data on behalf of the Controller from the effective date of the Contract at the earliest.
5. The Processor processes the Personal Data in accordance with the GDPR and the applicable personal data protection legislation. The Processor, in accordance with Article 32 of the GDPR, taking into account the latest knowledge, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, will implement appropriate technical and organisational measures to ensure a level of security of the Personal Data processing appropriate to the risk.
6. The Processor processes the Personal Data based on documented instructions from the Controller.
7. In relation to the Personal Data transfer to a Third Country or an international organisation, the Controller’s instructions are as follows:
  - The Processor is entitled to transfer the Personal Data to a Third Country or an international organisation.
  - When transferring the Personal Data to a Third Country or an international organisation, the Processor must comply with the conditions and rules set out in the GDPR and the applicable Personal Data protection legislation.
  - The Controller may give further instructions to the Processor in relation to Personal Data processing and to change the instructions given above.

8. The Processor will ensure that persons authorised to process the Personal Data undertake to keep confidential the information learned, unless bound by the duty of confidentiality under the legal regulations of a European Union Member State.
9. In accordance with Article 28(2) of the GDPR, the Controller hereby allows engaging Other Processor(s) in the processing of the Personal Data on behalf of the Controller. The Processor notifies the Controller in writing of the name/business name, address and Business Identification Number of the Other Processor. The Processor shall inform the Controller in writing in advance of any intended changes concerning the inclusion or replacement of Other Processors, thereby giving the Controller the opportunity to object to such changes. The Processor shall impose on the Other Processor the same data protection obligations as set out in these GTC and the Contract by way of a contract or other legal act, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such manner so that the processing meets the GDPR requirements. Where the Other Processor fails to fulfil its data protection obligations, the Processor remains fully liable to the Controller for the performance of the Other Processor's obligations.
10. The Processor, taking into account the nature of the processing, assists the Controller by appropriate technical and organisational measures, insofar as this is possible, in the fulfilment of the Controller's obligation to respond to requests for exercising the Data Subject's rights laid down in Chapter III of the GDPR. The Processor shall assist the Controller in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR, taking into account the nature of processing, and the information available to the Processor. The Processor shall also provide consultations to the Controller on matters of compliance of the Personal Data processing method with the GDPR or other generally binding regulations or notify the Controller of facts that could constitute a breach of the Regulation or other generally binding regulations.
11. The Processor shall notify the Controller of any Personal Data protection breach within 3 days of identifying the Personal Data protection breach.
12. At the request of the Controller, the Processor shall delete or return all Personal Data to the Controller after the end of the provision of services relating to the Personal Data processing, and delete existing copies, unless Union or Member State law requires storage of the Personal Data.
13. The Processor shall provide the Controller with all information necessary to prove the fulfilment of the obligations stipulated in Article 28 of the GDPR. The Processor shall inform the Controller if, in its opinion, a Controller's instruction infringes the GDPR or the applicable personal data protection legislation.
14. The Processor is obliged to enable and contribute to audits and inspections performed by the Controller or another auditor authorised by the Controller. The purpose of audits and inspections will be to verify whether the Processor fulfils its obligations arising from the GDPR, the Contract and these GTC. The Controller shall notify the Processor in writing of the date of the planned audit at least 10 days in advance.
15. The Controller and the Processor will agree on the specific details of the Personal Data processing (the subject-matter of processing, duration of processing, the nature and purpose of processing, the category of the Personal Data, the list of the Personal Data) directly in the Contract. The Processor is authorised to process also other Personal Data of the Data Subjects to the extent necessary for their processing for the purpose for which they are processed.

## **10. Protection of Confidential Information and the Duty of Confidentiality**

1. Confidential Information means all facts, information and data about, including, but not limited to, business, development and research activities of the Parties, ownership, existing and upcoming production technologies and processes, marketing, sales, design, documentation, schemes, analyses, studies, technical reports and technical documentation, plans, drawings, specifications, process descriptions, chemical composition of substances, tests, suppliers, clients, employees, investors, know-how, and pricing, learned by the Parties in the performance of or in any connection with the Contract, (hereinafter referred to as the “Confidential Information”).
2. The Parties undertake not to disclose the Confidential Information; this obligation of the Parties applies for an unlimited time.
3. Exempt from Confidential Information is the following:
  - information which is publicly known or can be obtained from commonly available sources at the date of signature of this Agreement;
  - information which becomes publicly known or can be obtained from commonly available sources after the date of signature hereof otherwise than as a result of breach of the Party’s contractual obligation of secrecy hereunder;
  - information which the receiving Party has lawfully and demonstrably acquired from another source prior to the signature hereof and in relation to which the receiving Party has the right to publish, disclose to other persons or otherwise use the information without any further notice;
4. The obligation not to disclose the Confidential Information does not apply to
  - cases where a Party has disclosed the Confidential Information with the prior written consent of the other Party;
  - cases where the law obliges a Party to provide the Confidential Information or it is necessary to provide it in any judicial, arbitration, administrative and other proceedings concerning the rights and obligations arising out of or in connection with the Contract. The Party concerned shall inform the other Party, which disclosed it, of the origination of the obligation to provide the Confidential Information together with statement of reasons.
5. The Parties undertake not to publish and/or disclose the Confidential information to third parties and/or enable access to such information to third parties without prior written consent of the other Party. Members of the Parties’ bodies, their employees or other authorised persons, auditors or legal and other advisors of the Parties who, regarding the Confidential Information made available to them, are bound by the duty of confidentiality under law or an agreement with the Party in question, and other persons who need to be provided with the Confidential Information to exercise the rights and obligations under the Contract, shall not be considered as third parties.
6. CVV Company as a Party receiving the Confidential Information is entitled to share the Confidential Information with selected companies, which are members of the ENVIEN GROUP (<https://www.enviengroup.eu/en/>), if they have a reasonable need to consult the Confidential Information, and if these members of ENVIEN GROUP breach the contractual obligations arising from the Contract, CVV Company shall be liable for them as if the contractual obligations were breached by it.



7. Neither Party may use the Confidential Information for any other purposes than for the purpose of the Contract without the prior written consent of the other Party. The Parties also undertake that they will not use the Confidential Information, directly or through any other person, contrary to its purpose for themselves or for any other person or for the purpose of unfair competition contrary to the interests of the other Party.
8. The Parties also undertake to protect all documents, materials, samples and other carriers of the Confidential information from loss, theft, damage, destruction or unauthorized copying and spreading.
9. The Parties undertake that in case of breach of any obligation in this Article of the GTC, the breaching Party shall pay the other Party a contractual penalty in the amount of EUR 10 000,- (in words: ten thousand Euro) for each individual case of breach. A claim for a contractual penalty will only arise provided that the entitled Party requests the other Party in writing to pay the contractual penalty, namely within the period of three (3) months from the date when the entitled Party has learned about the breach; this claim is then payable within the period of seven (7) days after the date of delivery of the request.
10. The Parties have agreed that the exercise of a claim for payment of the contractual penalty referred to in the above section hereof shall be without prejudice to the entitled Party's right to compensation for damages in excess of the paid contractual penalty, including loss of profit, incurred by the entitled Party as a result of a breach of an obligation secured by the contractual penalty.
11. The Parties shall return to each other any written Confidential Information and other media containing Confidential Information, including copies thereof, at the written request of the disclosing Party within the period specified in such a written request. If agreed so between the Parties or, as the case may be, the receiving Party shall issue for the disclosing Party a written confirmation of destruction of all the received written Confidential Information and copies thereof. This Section is without prejudice to the right of the receiving Party to keep one copy of the documents containing the Confidential Information solely for the purposes of any judicial, arbitration, administrative and other proceedings concerning the rights and obligations arising out of the Contract.

### **11. Circumstances Excluding Liability**

1. A circumstance excluding liability is any obstacle which has occurred independently of the will of the liable Party and prevents it from fulfilling its obligation, unless it can be reasonably assumed that the liable Party could avert or overcome the obstacle or its consequences and that it would anticipate this obstacle at the time of origination of the commitment.
2. However, the liability will not be excluded by an obstacle which arose only at the time when the liable Party was in delay with the fulfilment of its obligation or out of its economic situation. Also usual economic, commercial and business risks, strike, labour unrests, predictable meteorological conditions, delays by subcontractors (unless caused by a circumstance excluding liability) are not considered to be the circumstances excluding liability.
3. A report on a circumstance excluding liability must be provided to the other Party without undue delay after the liable Party has or, with due professional care, could have become aware of the



obstacle, but within 10 business days at the latest. If the liable Party fails to comply with this reporting obligation, it cannot invoke the circumstances excluding liability in respect of a breach of its obligation.

4. If the Party reports the obstacle in due time, the period for the Performance will be extended by the time during which the obstacle persists. Neither party is entitled to compensation for damage caused while the circumstances excluding liability persist. No Party is entitled to contractual penalty set out in the Contract for breach of the Party's contractual obligation, if this breach (e.g. delay) was caused by a circumstance excluding liability.
5. If the circumstances excluding liability continue for more than 60 days, either Party is entitled to unilaterally withdraw from the Contract.
6. When a circumstance excluding liability ceases to exist, the Parties will agree to extend the deadlines or take other measures that will contribute to the completion of the Performance under the Contract.
7. If the liable Party invokes a circumstance excluding liability, it shall submit, at the request of the other Party, adequate evidence which can be provided in such an event, if such obstacle is not generally known.

## **12. Illegal Employment**

1. Pursuant to Section 7b(5) of Act No. 82/2005 Coll. on Illegal Work and Illegal Employment and on Amendments to Certain Acts, as amended (hereinafter referred to as the "Illegal Employment Act"), the CVV Company may not accept the supply of work or service from a supplier that illegally employs natural persons.
2. The supply of work means temporary assignment or intra-holding assignment of an employee under Section 7b(7) of the Illegal Employment Act.
3. If a Business Partner domiciled outside the territory of the Slovak Republic supplies the CVV Company with a service under the Contract or the Business Partner provides the CVV Company with a domestic or cross-border supply of work, by signing the Contract the Business Partner represents that it is not a subject illegally employing a natural person pursuant to Section 7b(5) of the Illegal Employment Act.
4. The Parties state that in relation to the conclusion of the Contract the Business Partner has asked the CVV Company to rely on the fact that the representation of the Business Partner contained in the preceding paragraph is true, complete and correct. The CVV Company undertakes to act in accordance with the previous sentence, as requested by the Business Partner.
5. The Business Partner undertakes to indemnify and hold the CVV Company harmless from costs and damage arising as a result of relying upon veracity, completeness and correctness of the warranty specified in second sentence of paragraph 3 (indemnity clause), in particular in case where as a result of inaccuracy, incompleteness or incorrectness of the Business Partner's warranty, the CVV Company will be subject to fine pursuant to Section 7b (8) of Illegal Employment Act (or pursuant to other law imposing fine for breach of obligation pursuant to Section 7b (5) of Illegal Employment Act).

6. In case any of the warranty specified in paragraph 3 becomes untrue, incorrect or incomplete, the Business Partner undertakes to inform the CVV Company about such circumstance without undue delay after gaining knowledge about it.
7. V In case a fine is imposed with final effect to the CVV Company pursuant to Section 7b (8) of Illegal Employment Act (or pursuant other law imposing fine for breach of obligation pursuant to Section 7b (5) of Illegal Employment Act), the parties to the Contract have agreed that claim of the CVV Company for compensation of costs and damage pursuant to paragraph 5 is considered to be due upon the day when the decision on imposing of fine becomes final. The CVV Company has right to set off his claim for compensation of damage in the amount of paid fine and all costs pursuant to paragraph 5 against a claim of the Business Partner for payment of remuneration for supplied works or services by means of deducting it from the next following due remuneration or remunerations for supplied works or services.
8. The CVV Company undertakes to inform the Business Partner in writing without undue delay after payment of the fine pursuant to paragraph 7 about such circumstance, specifying the date of payment and the next following due remuneration or subsequent remunerations of the Business Partner which will be set off against compensation for damage in the amount of paid fine and all connected costs pursuant to paragraph 7. The decision on imposing of fine with indication of its final effect shall be enclosed with the notice.
9. The Business Partner undertakes to provide to the CVV Company for inspection at any time in the course of duration of the Contract upon his request documents and personal data of natural persons involved in providing of works and services to the CVV Company in the extent necessary for the CVV Company to verify whether the Business Partner violates prohibition of illegal employment pursuant to the Illegal Employment Act, in particular Section 7b (5) of this Act.
10. In case the CVV Company determines from the documents provided pursuant to paragraph 9 that the Business Partner is in breach of Section 7b (5) of the Illegal Employment Act, the CVV Company may withdraw from the Contract.
11. The Business Partner further undertakes to indemnify and hold the CVV Company harmless from any costs and damage being a result of obligation to pay the fine or additional payments pursuant to Section 7b (2) of the Illegal Employment Act. The parties to the Contract have agreed that such claim of the CVV Company is considered to be due upon arising of the claim for compensation of costs or damage..
12. The parties to the Contract have agreed that in case a fine or obligation to additional payments is imposed with final effect to the Business Partner pursuant to Section 7b (2) of the Illegal Employment Act and in case such obligation is transferred to the CVV Company, the CVV Company may set off his claim for compensation of damage in the amount of paid fine and all additional payments pursuant to paragraph 11 or in the amount of all additional payments and all related costs pursuant to paragraph 11 against a claim of the Business partner for remuneration for works or services by deducting from the next following due remuneration or remunerations of the Business Partner for supplied works or services.
13. The CVV Company undertakes to inform the Business Partner in writing without undue delay after payment of the fine or of additional payments pursuant to paragraph 12 about such payment, specifying the date of payment and the next following due remuneration or several remunerations

of the Business Partner against which the sum of paid fine and additional costs pursuant to paragraph 11 or additional payments and all related costs pursuant to paragraph 11 will be deducted as a result of set-off performed pursuant to paragraph 12.

### **13. Financial Terms and Conditions**

1. Unless otherwise stipulated in the Contract, the price for the Performance and all its components, calculations and budgets are quoted excluding VAT. The applicable VAT at a rate under the special VAT regulation effective at the time of issuing the invoice will be added to the price excluding VAT.
2. The prices quoted in the Contract are fixed and unchangeable. Any price changes may be performed only based on an agreed change of the Contract or as specified in the Contract and/or required by applicable law.
3. The Business Partner's invoices will be valid and accepted by the CVV Company only if they contain all information required by the Contract, the GTC and the applicable regulations, and if the activities under the Contract on the basis of which the Business Partner issues an invoice have been properly and timely carried out.
4. If a Business Partner's invoice does not contain the particulars stipulated by the Contract, the GTC, the applicable legal regulations, or if the information contained in the invoice is incorrect or does not comply with the terms and conditions agreed in the Contract, the CVV Company is entitled to return the invoice to the Business Partner for correction and completion without payment. The new maturity period of the corrected invoice will begin on the date of its delivery to the CVV Company.
5. All payments to the Business partner based on the Contract are made by the CVV Company by bank transfer to the bank account of the Business Partner, if not stipulated in the Contract otherwise. For this purpose, the Business Partner will provide the complete details of its bank account to the CVV Company.
6. The Business Partner declares that it is the owner of the bank account specified in the heading of the Contract and undertakes to only state the number of this account on any of his invoices issued under the Contract.
7. If the Parties state an email address in the Contract for sending invoices, it means that the invoice of the Business Partner or the company EG (depending on which one is the entitled Party) shall be sent to the electronic address of the liable Party specified in the Contract. Such agreement of the Parties is deemed to mean the consent of the recipient of goods or services under Act No. 222/2004 Coll. on Value Added Tax to the issuance and receipt of invoices in electronic form. This electronic invoice is deemed to be a tax document within the meaning of Section 71(1)(b) of Act No. 222/2004 Coll. on Value Added Tax.
8. The Business Partner hereby confirms, that he has exclusive access to the electronic address, which he has provided to the company EG for the purpose of electronic invoice delivery.
9. The invoice will be issued by the entitled Party, and paid by the liable Party in the euro currency, unless other currency is stipulated by the Contract.

### **14. Assignment of Rights and Claims, Offsetting**

1. The Business Partner may not assign or transfer, in whole or in part, the rights or claims arising from the Contract to third parties, or perform any other activities which for any reason result in any

changes to all or any of the above rights or claims or parts thereof without the prior written consent of the CVV Company. Otherwise, the Business Partner is obliged to pay the CVV Company a contractual penalty of 100% of the value of the assigned or transferred claim.

2. The CVV Company is entitled at any time to set off any financial claim due against the Business Partner (including, for example, a claim for a contractual penalty imposed in accordance with the provisions hereof) against any financial claim of the Business Partner due against the CVV Company.

### **15. Damages, Contractual Penalties**

1. The Business Partner is liable for any damage caused to the CVV Company by breach of its legal or contractual obligations or by its activities in the performance of the Contract.
2. The Business Partner shall compensate the CVV Company for the damage caused in full, in compliance with Section 373 et seq. of the Commercial Code.
3. The Business Partner shall compensate the CVV Company for damage within the period specified by the CVV Company in the request for damages, together with the statement of damages.
4. The Business Partner undertakes to indemnify the CVV Company for all damages, fines, lawsuits, taxes, liabilities, expenses and costs (including reasonable legal fees) that the CVV Company will have to incur or will suffer, and which relate to or arise from a direct or indirect breach of any representation, guarantee or obligation of the Business Partner under the Contract or these GTC.
5. If the Contract or the GTC stipulate that a breach of a contractual obligation gives the affected Party the right to claim a contractual penalty in a certain amount, the breaching Party is obliged to pay this contractual penalty. A claim for a contractual penalty under the Contract will only arise provided that the affected Party requests the breaching Party in writing to pay the contractual penalty; this claim is then payable within the period specified in the written request for payment of the contractual penalty.
6. Unless otherwise stipulated by the Contract or the GTC, the exercising of the right to the contractual penalty is without prejudice to the right of the affected Party to full compensation for damage (also damage in excess of the contractual penalty) caused as a result of a breach of obligation that is subject to the contractual penalty by the breaching Party.

### **16. VAT Representations**

1. By signing the Contract the Business Partner represents by his signature that in his case and with respect to the Business Partner being natural person in case of legal entity in which the Business Partner acts as a statutory representative, member of statutory body or as a shareholder and with respect to the Business Partner being legal entity in case of a person who acts as a statutory representative, member of statutory body or as a shareholder of the Business Partner, or in case of an entity in which the Business Partner's statutory representative, member of statutory body or shareholder acts as a statutory representative, member of statutory body or as a shareholder, there is no ground for termination of currently existing registration for value added tax duty pursuant to Act No. 222/2004 on value added tax as amended („Act on VAT“), in particular on the ground that
  - he does not conduct or has ceased to conduct business pursuant to Section 3 of Act on VAT,



- repeatedly within a calendar year fails to submit value added tax return or VAT control statement,
  - repeatedly within a calendar year fails to settle own value added tax duty,
  - is repeatedly not reachable at the address of registered office, place of business or in business premises,
  - or repeatedly breaches obligations in the course of tax supervision pursuant to Act on VAT.
- Parties to the Contract have agreed that the representations provided in the previous sentence are deemed to be repeated in every moment of duration of the Contract or until the termination of tax duty of the Business Partner pursuant to Act on VAT concerning the Contract.
2. Parties to the Contract stipulate that the representations provided in the previous paragraph 1 are deemed to be repeated in every moment of duration of the Contract or until the termination of tax duty of the Business Partner pursuant to Act on VAT concerning the Contract.
  3. In case any of the representations specified in paragraph 1 becomes untrue, incorrect or incomplete, the Business Partner undertakes to inform the CVV Company about such circumstance without undue delay after gaining knowledge about it.
  4. The Business Partner also undertakes to compensate the CVV Company for any damage caused as a result of breach of the Business Partner's obligations under paragraph 2 of this Article of the GTC, including all related costs (in particular the costs of paid fines imposed by the competent tax office, of the services of tax, accounting or other advisors and other costs in accordance with legal regulations effective in the Slovak Republic).

#### **17. VAT Guarantee**

1. If, under the Contract with the Business Partner, CVV Company acts as the customer of the goods or services in the home country and the supply of goods and services by the Business Partner meets one or more of the following criteria, CVV Company shall apply a special method of payment of VAT on the supply of goods or services in the home country towards the Business Partner. VAT on goods and services supplied in this way pursuant to the Act No. 222/2004 Coll. on Value Added Tax, as amended, shall be paid by CVV Company to the so-called Taxpayer's Personal Account ("osobný účet daňovníka") of the Business partner, which was assigned to it by the tax administrator. Criteria for the application of the special method of payment of tax on the supply of goods or services in the home country:
  - the business partner is listed in the list of debtors maintained by the Social Insurance Agency, health insurance companies, Financial Administration of the Slovak Republic
  - the business partner requests payment for the supply of goods/services to a bank account that is not listed in the list of bank accounts published by the Financial Directorate, etc.
2. If, under the Contract with the Business Partner, CVV Company acts as the supplier of goods or services in the home country and the Business Partner will want to apply towards it pursuant to the Act No. 222/2004 Coll. on Value Added Tax, as amended, the special method of payment of VAT on the supply of goods or services in the home country, the Business Partner shall be obliged at least 2 business days before the tax is paid, to inform CVV Company in advance that VAT on the supply of goods or services will be paid directly to the tax administrator, stating the relevant reason on

which it has decided to do so. The Contracting Parties have further agreed that if the Business Partner does not notify CVV Company of this fact in advance with the reason, CVV Company shall have right to impose a contractual penalty on the Business Partner of EURIBOR 1M + 1% of the amount stated on the invoice.

### **18. EU and National Public Funding**

Where the subject-matter of the commitment with the Business Partner is implemented under a project financed from the EU funds or from national public funds, the Business Partner undertakes to tolerate an inspection/audit by the competent inspection authority related to the delivered goods, works and services financed from these funds and to provide the parties carrying out the inspection/audit with all necessary cooperation.

### **19. International Sanctions**

1. The Business Partner declares that it is not a sanctioned person in accordance with the Act no. 289/2016 Coll. on the implementation of international sanctions as amended (hereinafter referred to as "Act on International Sanctions") or with directly applicable regulation of the European Union establishing sanctions or sanctioned persons, that it is not directly or indirectly owned or controlled by a sanctioned person and/or that any of its representatives or persons acting on its behalf is not a sanctioned person.
2. The Business Partner declares that it will not provide funds or property to any sanctioned person, nor will it hold or otherwise control any funds or property of any sanctioned person, and that it will refrain from performing any activities that are subject to international Sanctions in line with the Act on International Sanctions or directly applicable regulation of the European Union establishing sanctions or sanctioned persons.
3. The Business Partner declares that the Goods it delivers to CVV Company meet all legislative conditions (e.g. that any sanctioned country is not/will not be indicated as the country of origin in the relevant PoS type documents).
4. To prove the truth of the above statements during the duration of the Contract, the Business Partner is obliged to provide CVV Company at any time at its request with all documents that demonstrate its compliance with these statements and is obliged to inform the CVV Company immediately of any changes in these documents or statements.
5. CVV Company is not obliged to fulfil the Contract if it learns that the statements of the Business Partner according to this article of the GTC are false or incomplete, and is not responsible for the damages that the Business Partner incurs. Violation of the above statements is considered a material breach of the Contract and entitles CVV Company to withdraw from the Contract.
6. The Business Partner undertakes to indemnify the CVV Company for costs and damages incurred as a result of reliance on the truth, completeness and correctness of the Business Partner 's statements contained herein (promise of indemnification), especially if, as a result of falsity, incompleteness or incorrectness of this statement, a fine will be imposed on the CVV Company by state authorities in accordance with Sec. § 21 or § 22 of the Act on International Sanctions (or other regulation).

In Leopoldov on 1.6.2024

**Centrum výskumu a vývoja, s. r. o.**