

**GENERAL DELIVERY TERMS  
of SPINEA, s.r.o.  
valid as of 1<sup>st</sup> September 2023**

SPINEA, s.r.o., with its registered office at Ku Magašu 702/3, 080 01 Haniska, the Slovak Republic, company ID: 31 687 580, registered in the Commercial Register of the District Court Prešov, section: Sro, file No.: 10314/P ("SPINEA"), is issuing the following General Delivery Terms ("GDT"):

**Article I  
Introductory Provisions**

1. GDT shall govern any and all supplies of the products and related services ("Goods") by SPINEA.
2. GDT constitute an inseparable part of frame contracts, contracts and order confirmations ("Contract"). Individual provisions of GDT shall not apply if Contract regulates the relevant provisions otherwise or if Contract expressly excludes application thereof.
3. No Buyer's or industry alternative terms and conditions apply unless expressly accepted by SPINEA in writing.
4. The Parties shall be bound by the following order of precedence:
  - 4.1 Contract (including attachments, annexes, appendices, amendments, except for GDT);
  - 4.2 GDT;
  - 4.3 recommendations for customers set forth in SPINEA's catalogue of Goods, technical or price offer associated with Contract, or otherwise made available to Buyer by SPINEA;
  - 4.4 Incoterms® 2020;
  - 4.5 law of the Slovak Republic, without respect to its other conflict of law principles.
5. Application of the United Nations Convention on Contracts for the International Sale of the Goods passed in Vienna 1980 ("CISG") is hereby explicitly excluded
6. For the purpose of GDT the below mentioned expressions shall have the following meaning:
  - "Buyer" - party concluding Contract with SPINEA;
  - "Party" - SPINEA or Buyer, respectively;
  - "Parties" - SPINEA and Buyer.

**Article II  
Contract, Sample Lending**

1. Contract is considered concluded upon (i) signing by SPINEA and Buyer, or (ii) written confirmation by SPINEA of a Buyer's order, or (iii) take-over by Buyer of Goods supplied by SPINEA (in absence of (i) or (ii)).
2. If SPINEA provides Buyer with a Goods sample, the sample's characteristics are considered guaranteed for any follow-up supply only (i) within the range specified in technical documentation delivered to Buyer with the offer, or (ii) as specified in Contract. In case of follow-up supplies based on the sample variances can occur, if (i) they are set forth in SPINEA's catalogue of Goods, (ii) they are usual in the industry, or (iii) they are within frame of usual production extent.
3. Any sample lending to Buyer is subject to a lending agreement. Buyer is obliged to return the lent sample to SPINEA without any damage within a period specified in the lending agreement, otherwise within four (4) months after sample receipt at the latest. If Buyer fails to return the sample on time or without damage, SPINEA is entitled to reimbursement of a purchase price according to SPINEA price list, payable upon receipt by Buyer of invoice issued by SPINEA.

**Article III  
Prices and Payment Terms**

1. Price of Goods is set forth in Contract at the agreed delivery term.
2. All prices are net of VAT and without any bank charges. VAT shall be charged in addition to the agreed price as applicable under the law.
3. The prices include an usual packing of Goods. Specific packing required by Buyer shall be additionally charged at the price agreed in Contract.
4. Unless otherwise specified in Contract, the price of Goods is valid for the Contract term, except for the cases specified herein. SPINEA reserves the right to unilaterally change the price of Goods if:
  - a) after the conclusion of Contract, Buyer requests to postpone the date of Goods delivery by more than thirty (30) days or requests to postpone the Goods delivery repeatedly,
  - b) Buyer is more than thirty (30) days late with the advance payment,
  - c) the input costs of SPINEA for the production of Goods (e.g. the price of input components, electricity, labor) have increased/ will increase demonstrably compared to the costs on the date of conclusion of Contract by more than five percent (5%); SPINEA is obliged to prove this fact at Buyer's request.SPINEA will notify the Buyer of the price adjustment of the Goods in writing (email communication is accepted). If the Buyer does not agree to the price adjustment, it is entitled to withdraw from Contract in writing within five (5) working days from the notification of the price adjustment of Goods without the obligation to pay any amount to SPINEA. After this period has expired in vain, Buyer is considered to have accepted the price adjustment.

5. SPINEA shall perform the initial deliveries of Goods to a new Buyer only after (i) an advance payment of the price is made by Buyer or (ii) payment in cash at Goods delivery has been realized, according to Contract. This procedure shall apply until SPINEA confirms other terms for Buyer according to Article III, clause 6 GDT.
6. Any invoice payable by Buyer to SPINEA is due within the maturity period set forth in Contract. In absence of maturity period in Contract, any invoice is due within fourteen (14) days upon invoice issue date.
7. Any due amount shall be paid to SPINEA net, free of and not reduced by any bank fees and charges.
8. The date of invoice settlement is the date when due amount is credited to the bank account of SPINEA. If the invoice maturity date falls on Saturday, public holiday or bank holiday, the invoice maturity date shall be the last business (banking) day before such Saturday, public holiday or bank holiday.
9. Irrespective of Buyer's instruction, SPINEA is entitled, upon its sole discretion, to allocate the received payment to its oldest receivable against Buyer.
10. If Buyer is in delay with any payment to SPINEA, SPINEA is entitled to charge, in which case Buyer is obliged to pay, contractual late payment interest in the amount of 0.03 % of due sum for each started day of delay. If, at the time of the Buyer's delay, the statutory late payment interest determined according to § 369 par. 2 of the Act of the Slovak Republic no. 513/1991 Coll. Commercial Code, as amended, is higher than the contractual late payment interest calculated according to the previous sentence of this clause, SPINEA is entitled to demand the payment of the statutory late payment interest instead of the contractual late payment interest.
11. In addition to late payment interest, SPINEA is entitled to charge, in which case Buyer is obliged to pay, a lump-sum refund of the costs associated with claim settlement in amount of EUR 40.00.
12. If at any time SPINEA reasonably believes that Buyer is, or may become, unable to perform its obligations under Contract, SPINEA may, acting reasonably, unilaterally alter the agreed payment terms or require that Buyer provide SPINEA with security for performance (e. g. an irrevocable bank guarantee; irrevocable documentary letter of credit; promissory note; advance payment; corporate guarantee), or other assurance of performance, in either case acceptable to SPINEA. If Buyer fails to provide such security or assurance or fails to make payment in accordance with the payment terms, any such failure will constitute a substantial breach of Contract by Buyer entitling SPINEA to suspend scheduling, production, shipment or delivery of Goods under any Contract between Buyer and SPINEA.
13. If Buyer is in delay with the payment of any of SPINEA's receivables (regardless of its legal cause) against Buyer, SPINEA has no obligation to deliver Goods to Buyer and is entitled to stop production of the ordered Goods, or to withdraw from any and all Contract(s) with Buyer, and by doing so, SPINEA is not in default.
14. If Buyer is in delay with the payment of any of SPINEA's receivables, SPINEA is also entitled to unilaterally change the payment terms or to withdraw from Contract or its part, and repossess Goods delivered and unpaid in connection with Article V, clause 3 GDP. Buyer shall provide to SPINEA all reasonable assistance requested by SPINEA. The cost of Goods repossessing shall be borne by Buyer.
15. Buyer is not entitled to (i) withhold any payment to SPINEA, (ii) withhold Goods to be returned to SPINEA, or (iii) unilaterally set off its claim towards SPINEA's receivables, unless such claim is not disputable between SPINEA and Buyer or has been awarded by the final court or arbitration decision.
16. Buyer shall not assign to a third party or trade with, in any way, any rights, receivables, claims or obligations arising from Contract without SPINEA's prior written consent. Any such assignment or transaction is considered invalid.
17. SPINEA is entitled, without any limitation, to establish a pledge or assign any receivable against Buyer, arising out of or related to Contract, to the benefit of its financing bank.

#### **Article IV Delivery of Goods, Transportation**

1. Unless otherwise agreed to by the Parties in writing, delivery term EXW SPINEA, s.r.o., Haniska, the Slovak Republic, loading by SPINEA at Buyer's risk, according to Incoterms<sup>®</sup> 2020, applies to any Goods delivery.
2. Partial deliveries and their invoicing are permitted.
3. If Buyer is obliged to procure transportation of Goods, it is obliged to take over Goods from SPINEA no later than five (5) days from the date of receipt of the SPINEA's notification of Goods readiness for shipment.
4. If Buyer violates Article IV, clause 3 GDT, SPINEA is entitled to:
  - 4.1 dispatch Goods at the costs and risk of Buyer, or
  - 4.2 store Goods at the costs and risk of Buyer in the SPINEA's warehouse or in a warehouse of any third party. If SPINEA stores Goods in SPINEA's warehouse, it is entitled to charge Buyer the cost of storage in the amount of EUR 2.- per each piece of Goods for each started day of storage. If Goods are stored in a third party's warehouse, SPINEA is entitled to charge Buyer the actual cost of storage charged by such third party + five percent (5%) of such costs as handling fee.
5. If SPINEA provides for Goods transportation and Goods are not delivered to Buyer despite delivery of the dispatch advice, Buyer is obliged to inform SPINEA in writing no later than twenty one (21) days from the Buyer's receipt of the dispatch note.
6. Any delivery dates indicated by SPINEA for the Goods delivery are indicative only and SPINEA shall not in any way be liable for any delays in delivery. SPINEA shall nevertheless use its reasonable efforts to effect the delivery within the dates it has indicated.
7. If Buyer's shipping instructions are required, SPINEA is not in delay during Buyer's delay with their submission.
8. Unless otherwise agreed to by the Parties in writing, any packing and transportation materials of Goods are considered non-returnable, and the cost of their disposal and storage shall be borne by Buyer.
9. SPINEA is not liable for compliance with the law valid in the state of import or transit of Goods, unless commitment to such compliance is stated clearly in Contract.

**Article V**  
**Risk of Loss or Damage to Goods and Title to Goods**

1. The risk of loss or damage to Goods shall pass from SPINEA to Buyer at the moment of Goods delivery according to the agreed delivery term; Incoterms® 2020 apply.
2. If SPINEA is in delay with Goods delivery due to reason(s) attributable to Buyer, the risk of loss or damage to Goods passes to Buyer at the moment of receipt by Buyer of the SPINEA's notification of Goods readiness for shipment.
3. SPINEA reserves the title to Goods in Buyer's possession until the moment when (i) Buyer sells or otherwise transfers Goods to a third party, or (ii) Buyer processed/assembled Goods, or (iii) the payment of price of Goods is settled, whichever occurs first. Any sale, transfer, processing or assembling of Goods prior to settlement of price of Goods is only possible if it is done within usual course of Buyer's business. No other disposal of or handling with Goods in SPINEA's ownership is allowed, including, but not limited to, any form of a pledge over Goods in SPINEA's ownership.
4. If Buyer fails to fulfil its payment obligation, SPINEA is entitled to demand the repossession of Goods in SPINEA's ownership, and in such case Buyer is obliged to return such Goods at its risk and costs without undue delay.

**Article VI**  
**Warranty and Defect Claim Process**

1. SPINEA manufactures Goods according to declared technical specifications for dimensional, mechanical, physical, surface or other characteristics. Goods related data, mainly pictures, drawings, data about weight, measurements and technical characteristics, included in SPINEA's technical documentation (mostly SPINEA's catalogue of Goods) are guaranteed subject to conditions set forth in said technical documentation. Usual variances are permitted (production tolerances), unless limits to such variances have been agreed to by the Parties in writing.
2. Change of any individual parameter upon Buyer's request may affect the other parameters of Goods. In such case, SPINEA only guarantees the compliance with the parameters explicitly specified in Contract
3. In order to make other specifications required by Buyer, in addition to technical specifications declared by SPINEA, binding upon SPINEA, these must be set forth clearly in Contract.
4. Such set parameters (Article VI, clauses 1 - 3 above) represent exclusive and only guaranteed parameters concerning the quality, capabilities and properties of Goods.
5. SPINEA expressly warrants that:
  - a) SPINEA has title to Goods supplied to Buyer;
  - b) Goods provided to Buyer conform to the guaranteed parameters; and
  - c) Goods are free of defects in material or workmanship that would be discovered by following SPINEA's standards of manufacture and inspection at the time Goods were manufactured.
6. Except for the express warranty described in Article VI, clause 5 GDP, SPINEA disclaims all representations and warranties of any other kind, express or implied, including any warranties of merchantability, quality, fitness for a particular purpose or standards of performance. Buyer agrees that it is not relying on SPINEA's professional skill and/or judgment.
7. Goods shall be used in accordance with the applicable technical and legal requirements only. Buyer is fully responsible for compliance with such requirements
8. Standard packaging in the original pack provides for corrosion protection for the period of six (6) months if Goods are stored in closed storing room with the ambient temperature from 5°C to 25°C and relative humidity up to 60% and if the original pack has not been damaged by transport, handling or otherwise. After six (6) months the Goods must be re-conserved.
9. SPINEA provides to Buyer a warranty for the quality of Goods for a period of twelve (12) months from the delivery of Goods or two thousands (2,000) operating hours, whichever occurs first (warranty period). In case of recognition by SPINEA of a defect of Goods under the warranty and its repair within so-called warranty repair, the time limit of the warranty period is extended by the number of days corresponding to the time from the date of defect claim submission by the Buyer to the date of return of the repaired Goods to Buyer; the number of warranty operating hours remains unchanged. In case of repair of Goods outside the warranty (so-called out-of-warranty or post-warranty repair), SPINEA provides a warranty for the work performed and repaired or replaced components of Goods within the scope set forth in Article VI, clause 5 GDP for a period of three (3) months from the date of delivery of the repaired Goods to Buyer.
10. Buyer is obliged to examine the delivered Goods carefully immediately after receiving the delivery and check the completeness and compliance of the delivery with Contract and the delivery note accompanying delivery.
11. Any damages to Goods occurred during the transport are to be notified without undue delay to the transporter according to unified international transport terms (CIM, CMR). If transport of Goods was procured for by SPINEA, Buyer shall also notify SPINEA of such damages, including photo documentation of Goods damaged during transport.
12. Buyer is obliged to notify SPINEA of the nature and specifics of the Goods defects (defect claim) as follows:
  - 12.1 obvious defects of Goods as well as differences in quantity of Goods - without undue delay after examination, but not later than seven (7) days from the day of Goods receipt in final destination,
  - 12.2 hidden defects of Goods or defects of Goods covered by warranty - without undue delay after discovery by Buyer, but till the end of the warranty period at the latest.Any claims of the Buyer related to defective Goods shall lapse if the defect claim is not made within the specified period.
13. Any claimed Goods must be stored separately and always submitted to SPINEA's examination, unless otherwise agreed to between the Parties. Buyer is not entitled to use or sell claimed Goods without SPINEA's prior written consent - any such use or sale without SPINEA's prior written consent shall be conclusive evidence that Goods were delivered without defects and in accordance with the

- terms of Contract. Any claims of Buyer related to defective Goods and/or claims for compensation for related damages shall lapse if Buyer has not provided SPINEA with a reasonable opportunity to inspect claimed Goods.
14. Each defect claim must be submitted in a form of completely and properly filled-in Claim protocol, the form of which is freely available at SPINEA's web site: <https://www.spinea.com/en/company/quality/downloads>, and sent by courier, registered letter or other appropriate means that confirm receipt by SPINEA. In addition to data included in Claim protocol, the claim shall include specification of damages eligible for compensation, if any, incurred by Buyer in association with defective Goods, including supporting documents. SPINEA is entitled to refuse without further investigation any claim that is not submitted in required form and/or with the aforementioned content.
  15. Buyer must always agree in advance with SPINEA on the time and method of sending the defective Goods to SPINEA's plant for the claim process.
  16. If Buyer sends defective Goods to SPINEA, a description of the sent defective Goods, stated on a consignment/package or in associated documents, must fully comply with the content of consignment/package. Otherwise, SPINEA is entitled, upon its sole discretion, to give the instruction to return the consignment/package without its take-over or to charge Buyer with any and all damages incurred by SPINEA as a result of or in connection with incorrectly marked consignment/package. Buyer sends the defective Goods to SPINEA at its own expense.
  17. In the event of an unjustified claim or in case of sending a defective Goods without prior agreement with SPINEA according to Article VI, clause 15 GDT, any costs for transporting Goods within the claim process from Buyer to SPINEA and back shall be paid by Buyer; if such costs are paid by SPINEA, it has the right to bill them to Buyer in full.
  18. SPINEA shall respond to the properly and timely submitted defect claim without unnecessary delay after receipt of such claim, but not later than within thirty (30) days of defect claim receipt.
  19. SPINEA reserves the right to set the way of defect claim resolution (e.g. supply of missing pieces, repair, replacement). SPINEA provides for replacement of defective Goods by new ones without defect only if defective Goods are not repairable or if repair is not economically reasonable.
  20. Should SPINEA fail to respond on time or to resolve the defect claim in reasonable timeframe, Buyer is entitled to withdraw from Contract in writing and request repayment of the purchase price against return of defective Goods.
  21. SPINEA is not responsible for any defects and/or damages associated, if the claimed defect was caused mainly, but not limited to, by:
    - 21.1 any outside cause/event after transfer of the risk of loss or damage to Goods (see Article V of GDT), for which SPINEA is not responsible;
    - 21.2 any cause other than SPINEA's design or manufacturing of Goods;
    - 21.3 an equipment into which Goods were installed;
    - 21.4 incorrect Goods selection by Buyer for the intended purpose;
    - 21.5 Buyer's failure to observe SPINEA's instruction, if any, for Goods transport, storage, examination, installation, commissioning, use/operation or maintenance;
    - 21.6 non-standard, unqualified or unsuitable storage, examination, installation, commissioning, use/operation or maintenance;
    - 21.7 negative chemical, electrochemical, electrical and other environmental influences (such as high temperature, high humidity, high content of dust, corrosive/volatile/inflammable gas, pressurized/depressurized air, under water/liquid or others);
    - 21.8 contamination of lubricant or Goods' workspace in case of an unsealed version of Goods;
    - 21.9 natural wear and tear;
    - 21.10 unauthorized modification of or attempt to modify Goods or its part by Buyer or any third party;
    - 21.11 use of consumption materials that do not fit to SPINEA's specification; lubricant Castrol Tribol GR 100-0 PD is an approved type of lubricant to be used with Goods. If other type of lubricant is used without a prior written approval by SPINEA, warranty provided by SPINEA does not apply;
    - 21.12 any reason other than the standard use of Goods.
  22. No claim entitles Buyer to refuse to make or withhold any payment due to SPINEA, or to refuse to take over another deliveries from SPINEA.
  23. In the event of an unjustified claim, SPINEA is entitled to charge Buyer a one-time flat fee for claim processing in the amount of EUR 280 per claim.
  24. Unless SPINEA and Buyer agree otherwise in writing, SPINEA may at any time and without notice to Buyer replace or make changes to the design, materials, processes, production sites, suppliers or any other aspect of Goods which, in SPINEA's reasonable opinion, do not affect the functionality and guaranteed parameters of Goods.

#### **Article VII Force Majeure**

1. Neither Party shall be liable for delay, or complete or partial failure to perform its obligations under Contract, to the extent that its performance has been prevented, delayed or hindered due to an event of extraordinary nature beyond the reasonable control of the affected Party, which could not have been reasonably foreseen or avoided, including but not limited to natural disasters, wars, war operations of various kinds, rebellions, civil commotion, sabotage, revolutions, acts of piracy, explosions, fires, flooding, epidemics, pandemics, general strikes, lockouts, official interventions of legal as well as illegal nature, embargoes or other forms of international sanctions, or other circumstances occurring independently of the will of the Party, outside of control of the Party and which could not have been prevented, avoided or overcome (each a "Force Majeure Event").
2. The Party affected by complete or partial inability to perform its obligations arising out of Contract due to a Force Majeure Event is obliged to inform the other Party in writing about occurrence/termination of such Event within ten (10) days after occurrence/termination, with fax/email advice being confirmed by original advice sent within next ten (10) days. The affected Party shall, if

- requested, provide confirmation of such Force Majeure Event from the Chamber of Commerce of the location thereof, or demonstrate the existence of such Force Majeure Event in another reliable manner.
3. If a Force Majeure Event lasts for less than sixty (60) consecutive days, the Parties shall retain their rights and obligations under Contract, and the time for performance of such obligations, as well as the validity of Contract, shall be extended by the duration of such Force Majeure Event. Buyer shall provide to SPINEA an adequate time to restart production and delivery of Goods.
  4. If a Force Majeure Event lasts for sixty (60) or more consecutive days, any Party shall be entitled to terminate Contract effective at the moment when such notice is delivered to the other Party, without any further right or obligation for compensation of damages, except for damages which occurred prior to the commencement of, or which are unrelated to the such Force Majeure Event.
  5. A Party that fails to provide notice to the other Party, as required in Article VII, clause 2 GDT, shall be obliged to compensate the other Party for all damages caused as a result of such failure.

#### **Article VIII Confidentiality and Publicity**

1. SPINEA considers any data stated in Contract and any information or documents submitted to Buyer in relation to Contract, which are not otherwise publicly available, confidential and Buyer shall be obliged not to disclose them or allow access to them in any form to any third person, except as stated by law, required by state authority or court (including arbitration). Disclosure of the aforementioned information to Party's affiliated companies, tax, accounting, legal or other advisor, consultant, auditor or insurer who are bound by professional or contractual confidentiality commitment, shall not be considered a breach of this provision.
2. Except with prior written consent of SPINEA, Buyer is not entitled to present in any form SPINEA as Buyer's business partner or use SPINEA's trade name or SPINEA's logo for Buyer's promotion, propagation or advertisement of Buyer's business activities or in any declarations of Buyer for media.
3. Unless Buyer expressly stipulates otherwise in writing, SPINEA is entitled to mention the Buyer as its business partner or use its business name or logo in its business and other reports, presentations, on its website, when promoting itself and its activities, in statements to the media etc.
4. Buyer acknowledges the fact that SPINEA, within the frame of Customer Relationship Management (CRM) and with the aim of continuous improvement of services provided to buyers and their satisfaction, records whole sales process as of the first contact with Buyer, especially via automated archiving of whole bilateral e-mail communication, all in accordance with valid legal regulations.

#### **Article IX Contract Termination**

1. Any Contract is valid until it is fully completed.
2. Either Party is entitled to withdraw from any Contract by written notice sent to the other Party:
  - 2.1 if the other Party repeatedly violated Contract;
  - 2.2 if the other Party materially breached Contract; material breach of Contract shall mean mainly a violation of Contract payment conditions, Buyer's delay with payment of any of the SPINEA's receivables (regardless of its legal cause), violation of obligation to secure payment of price of Goods or non-takeover of stated volumes of the Goods in agreed terms as well as refusal to assist during delivery; or
  - 2.3 upon reasons stated in Contract or in GDC.The withdrawal from Contract shall be effective on the day of delivery of written notice to the other Party.
3. If Buyer wishes to cancel Contract or part of it (other than by withdrawing according to Article IX, clause 2 GDT) and the Parties do not reach an agreement on the amount of compensation to be paid to SPINEA for the cancellation of Contract, Buyer is entitled to cancel Contract by notifying SPINEA in writing of the cancellation of Contract by payment of cancellation fee. In such a case, SPINEA will immediately stop the production of the Goods for Buyer and within 30 days from the date of receipt of the notice of cancellation, will notify Buyer in writing of the amount of the cancellation fee, which will consist of:
  - a) the purchase price of Goods that were completed and ready for delivery,
  - b) SPINEA's actual costs for Goods in progress (purchased materials and services, own production costs),
  - c) compensation fee in the amount of 10% of the purchase price of the unfinished Goods (on an EXW SPINEA, s.r.o., Haniska, the Slovak Republic basis without VAT).

Cancellation of Contract is effective on the day the full amount of the cancellation fee is credited to SPINEA's bank account. By paying the cancellation fee, Buyer expressly agrees that the finished and work-in-progress Goods remain the property of SPINEA, which has the right to dispose of them at its own discretion.

#### **Article X Liability of SPINEA**

1. The total SPINEA's liability towards Buyer in connection with the delivery of defective Goods (i.e. including repair or replacement of the defective Goods) and for any and all damages, including charges, fees penalties, interests etc., incurred by Buyer or due to Buyer in connection with any Contract or Goods is at all times limited by the amount of purchase price paid by Buyer for the Goods that caused the damage or in connection with which the defect or damage occurred, according to the respective Contract. The Parties agree that such limitation of liability is reasonable and represents the maximum amount of damages and claims of Buyer, foreseeable at the moment of Contract conclusion.
2. In no event shall SPINEA be liable to Buyer for any indirect, special, incidental, punitive or consequential damages, including without limitation:

- 2.1 costs for dismantling or replacing Goods or for any other work performed on the Goods;
  - 2.2 any damage to or any cost of carrying out modifications or repairs to any mechanisms, devices or machines in which the Goods has been installed;
  - 2.3 any other expenses, loss or damage claimed to be caused by a defect in Goods; and
  - 2.4 loss of production, loss of profit or expected profit, loss of expected future sales, loss of goodwill, line shutdown, capital costs, loss of use, contractual penalties and other penalties or any claims made against Buyer by third parties, regardless of whether they were caused by breach of Contract, warranty or otherwise and regardless of whether or not it is possible that such damages were notified to SPINEA or could reasonably have been foreseen.
3. Limitation of liability under Article X, clauses 1 and 2 GDT is not applicable if the damage was caused by SPINEA to Buyer as a result of willful conduct or gross negligence of SPINEA.
  4. Except in the case of SPINEA's willful conduct or gross negligence, SPINEA accepts no liability for damage suffered by Buyer's personnel or damage suffered by any third person participating in the performance of the Contract.

#### **Article XI Governing Law, Dispute Resolution, Compliance**

1. Contract, legal relations related to or arising out of Contract, not treated herein, as well as all out-of-contract claims arising in connection with Contract are fully governed by the law of the Slovak Republic, without respect to its other conflict of law principles.
2. The Parties have agreed that the courts of the Slovak Republic have an exclusive jurisdiction over the resolution of all disputes arising out of or in connection with Contract, including, but not limited to, disputes over the validity, interpretation or termination of Contract, and any dispute, not resolved by the agreement of the Parties, shall be submitted for decision to:
  - the District Court Prešov, as the locally competent court of SPINEA in the Slovak Republic, if Buyer has its home address or seat outside the Slovak Republic, or
  - the materially and locally competent court in the Slovak Republic, if Buyer has its home address or seat in the Slovak Republic.
3. Buyer declares and guarantees that, with regard to its obligations under Contract, it observes and will continue to observe the laws, regulations and implementing regulations governing economic sanctions, issued and/or ordered by (i) the Slovak Republic, (ii) the European Union and its bodies, (iii) the United Nations Security Council, (iv) the United States Government, or (v) any other relevant authority prohibiting, among other things, entering into transactions with and providing services to certain countries, territories, entities/legal entities and individuals ("sanctions lists"). Buyer represents that it is not, and to the best of its knowledge, neither its customers, its customers' end users, nor its agents are on sanctions lists and are not subject to any sanctions or restrictions by the above-mentioned governments and organizations that would prohibit sale or export of Goods. Buyer further represents and warrants that any Goods it acquires from SPINEA do not involve, require the cooperation with, concern or relate, in whole or in part, to any subject of the above prohibitions, its property or its products. When requested by SPINEA, Buyer will provide all end-user and end-use information that it knows or could obtain with commercially reasonable efforts and will assist SPINEA in complying with and documenting compliance with such laws, regulations and implementing regulations. Violation of the statements mentioned in this clause by Buyer at any time during the Contract term will be considered a material breach of Contract.
4. Buyer affirms that it, and each of its owners, directors, employees and other person working on its behalf, has not and will not, in connection with Contract or in connection with any other business transactions involving SPINEA, give, offer, or promise any money or any other thing of value, directly or indirectly, to any government official or to any third party, if such payment or transfer would violate the laws of the country in which made or the laws of the Slovak Republic, the European Union or United States. No payments or transfers of money or anything of value shall be made with the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business. This clause shall not, however, prohibit the giving of business mementos of nominal value, or provision of normal and customary business entertainment, provided that any such business memento or entertainment is lawful in the country in which it is provided, offered for a legitimate business purposes, reasonable under the circumstances, and not provided for any improper or corrupt purpose.
5. Nothing in Contract shall be construed as granting or assigning any license or other intellectual property right (e. g. patent, trademark, trade secret, copyright or other) of SPINEA or its affiliates to Buyer. All improvements and development results related to Goods resulting from the efforts of SPINEA and Buyer shall be the sole property of SPINEA, and Buyer shall reasonably cooperate with SPINEA in confirming such status. Buyer shall indemnify and defend SPINEA against all losses and liabilities arising from or related to claims that elements of the technical solution (design) of Goods provided by Buyer infringe the intellectual property rights of a third party.

#### **Article XII Final Provisions**

1. Buyer shall inform SPINEA in writing, without undue delay, but not later than within seven (7) days of change occurrence, about any change of its business name, registered office, tax registration, substantial change of ownership, business or statutory structure, or of any commencement of liquidation, restructuring, bankruptcy or other similar procedure.
2. Any and all previous agreements or understandings of any nature whatsoever made between the Parties, which relate to Contract subject and GDT, shall be superseded by Contract and these GDT upon Contract conclusion.
3. Any amendment to Contract shall be made in writing and signed by duly authorized representatives of the Parties.
4. Should any provision of GDT become invalid, it shall not affect the other provisions hereof.
5. SPINEA issues and publishes the binding wording of GDT in the Slovak and English languages. Any other language mutations are issued for informational purposes only and are not legally binding.

6. SPINEA reserves the right to supplement or change the GDT at any time. The supplemented or amended wording of GDI will be available on the SPINEA website: <https://www.spinea.com/en/company/quality/downloads> and will be applied to Contracts concluded from the date of its validity.

Haniska, 1<sup>st</sup> September 2023

A handwritten signature in blue ink, appearing to read "S. Leško".

Ing. Slavomír Leško  
Sales Director  
SPINEA, s.r.o.