

**1. General Provisions**

- 1.1. These General Purchase Terms (hereinafter referred to as the "Terms") regulate the binding rules for the purchase of goods and services supplied to O2 Networks, s.r.o. as the Customer/Buyer from its Suppliers/Sellers, and for the relevant contracts that O2 Networks, s.r.o. as the Customer concludes with its Suppliers and the subject matter of which is the supply of goods or services. The Supplier accepts these Terms by confirming the Customer's order, unless the Supplier has already accepted the Terms by an earlier written representation.
- 1.2. In the event of a conflict between the provisions of the relevant contract and the Terms, the provisions of the relevant contract shall prevail, provided that the deviating provisions are agreed in writing between the Parties.
- 1.3. The validity and effectiveness of the Suppliers' business terms/terms of sale and purchase are hereby expressly excluded.

**2. Definitions**

- 2.1. Capitalised terms used in these Terms, whether in the singular or plural, have the following meanings:
  - a) "Contract" means the contract concluded between the Customer and the Supplier. An order which is confirmed in writing between the Customer and the Supplier or on the basis of which performance is made by the Supplier in accordance with the order, shall also be deemed a Contract in this case;
  - b) "Price" means the price to be paid by the Customer to the Supplier under the Contract for the proper and timely performance of the contractual obligations. Unless the Parties agree otherwise, it is understood that the Price is final for the complete subject of performance, i.e. it includes all costs associated with the supply of the Goods or Services, such as the cost of transport, packaging, testing of the Goods or Services, customs duties, insurance, administrative fees, the price of licences, certificates and necessary documentation and all services related to the supplies, etc. The Price does not include VAT and the relevant VAT shall be charged at the statutory rate;
  - c) "Goods" means any items, equipment or any supplies which the Supplier is obliged to supply to the Customer under the Contract;
  - d) "Services" means the activities associated with the supply of the Goods, such as transport, assembly, installation, testing (if required), as well as other services such as training and other similar obligations of the Supplier under the Contract, and any separate services which are the subject of the supply;
  - e) "Supply" means the supply of Goods or Services;
  - f) "Customer" means O2 Networks, s.r.o.;
  - g) "Supplier" means the business supplying the Goods or Services to the Customer;
  - h) "Commercial Code" means Act No. 513/1991 Coll., as amended.

**3. Order, its Validity and Changes**

- 3.1. Only written orders of the Customer or orders received by e-mail are legally binding. Orders placed orally or by telephone require subsequent written confirmation by the Customer to be valid. The order becomes binding for both Parties upon written confirmation by the Supplier, and confirmation by e-mail to the contacts specified in the order shall also be deemed written confirmation. The order also becomes binding if the Supplier agrees to the order by performing an act, i.e. supplying the Goods or Services in accordance with the order. In this case, the order becomes binding and the Contract shall be deemed concluded at the moment of supply of the Goods or Services, if this happens before the expiry of the deadline applicable for order confirmation.
- 3.2. Unless a different deadline is specified in the specific order, the Supplier is obliged to confirm the order within 3 working days from the date of receipt of the order (the deadline applicable for order confirmation).
- 3.3. If order confirmation by the Supplier cannot take place before the aforementioned deadline, the Supplier shall notify in writing its binding date for delivery of the order confirmation before this deadline. The Customer is then entitled, at its sole discretion, either to accept the new date or to cancel the order (without giving rise to any claim of the Supplier). Should the Supplier's order confirmation (even to a small extent) deviate from the Customer's order, the Supplier must clearly point out such fact and request the Customer's express written consent to the deviation. In such a case, the order shall be binding on the Parties and the contractual relationship shall be established by delivery of the Customer's written consent to the deviations to the Supplier.

**4. Fulfilment of Supply**

- 4.1. The Goods or Services shall be supplied by the Supplier on the supply date, in the manner and to the place specified in the order.
- 4.2. The fact that the Supply has been duly performed by the Supplier shall be confirmed in writing in a report of handover and acceptance of the supply signed by the Customer and the Supplier (hereinafter referred to as the "Supply Handover and Acceptance Report"). This Supply Handover and Acceptance Report shall include in particular:
  - the Customer's order number;
  - the specification of the Goods/Services supplied; for Goods, the quantity and metric unit of quantity;
  - the documents that are submitted with the Goods and Services;
  - the reason for rejection of the Supply or partial rejection of the Supply pursuant to clauses 4.7 and 4.8. of these Terms.The delivery note signed by the Supplier and the Customer shall also be deemed the Supply Handover and Acceptance Report.
- 4.3. The Supplier is obliged to supply the Goods or Services to the Customer within the supply date specified in the order, always on a working day, within the time range of 9:00 a.m. to 3:00 p.m., unless the Parties agree otherwise.
- 4.4. The Supplier is obliged to inform the Customer at least 24 hours in advance of each Supply to the telephone number or e-mail specified in the order.
- 4.5. If a situation arises where the Supplier is unable to meet all or part of the supply dates of the Supply, the Supplier shall immediately notify the Customer in writing of this fact, the likely duration and the cause thereof. Upon receipt of the notice, the Customer shall have the option to immediately withdraw from the Contract and claim damages for non-performance of the Supply. The withdrawal from the Contract by the Customer shall not give rise to any claims of the Supplier against the Customer. In the event that the Customer does not withdraw from the Contract, the Customer retains all claims for delayed performance by the Supplier (contractual penalty, damages, etc.).
- 4.6. Upon receipt of the Supply at the specified place of performance, the Customer shall perform quantitative acceptance tests to determine whether the Goods are complete and in conformity with the documents submitted, whether there has been any destruction or damage in transit and whether the Goods are generally free from obvious defects and in conformity with the Contract.
- 4.7. The Customer is entitled to reject the Supply on site and withdraw from the Contract if:
  - the Supply is defective;
  - the Supply is not supplied in the manner, time and place as per the Contract or is otherwise in breach of the Contract;
  - services (e.g. assembly, testing) are not provided together with the Goods in accordance with the agreed conditions;
  - the Supply is not accompanied by the required documents or the documents are incomplete;
  - the content of the Supply does not correspond to the Supply Handover and Acceptance Report or the delivery note.
- 4.8. In the event that the reasons for refusal of Supply set out in clause 4.7. occur only in part of the Supply and the Customer is interested in partial performance of the Supply, the Customer shall be entitled to reject the Supply only in part.
- 4.9. The Supply is deemed fulfilled, and accepted by the Customer at the moment of confirmation of the duly performed Supply and signing of the Supply Handover and Acceptance Report pursuant to clause 4.2.

**5. Title and transfer of risk**

- 5.1. Title to the Goods and the risk of damage to the Goods shall pass to the Customer at the moment of acceptance of the Supply by the Customer.

**6. Payment Terms**

- 6.1. The Customer shall pay 100 per cent of the Price after proper performance of the Supply and after signing the Supply Handover and Acceptance Report, based on the tax document (invoice).
- 6.2. The invoice must contain all statutory requirements and the Customer's order number. The invoice shall be handed over to the Customer in two copies, and the signed Supply Handover and Acceptance Report or the delivery note or other documents agreed between the Parties shall be attached to it.
- 6.3. If the invoice contains incorrect or incomplete data, the Customer is entitled not to accept such invoice and to return the invoice to the Supplier without undue delay. The Supplier is obliged to rectify the defects in the invoice without undue delay. A legitimate return

of an invoice shall suspend the original due date. The due date shall run again from the date of delivery of the corrected or redrafted invoice to the Customer. Failure to pay a legitimately returned invoice shall not place the Customer in default.

- 6.4. The due date of the invoice shall be the date specified on the Customer's order, which shall always be calculated from the date of delivery of the invoice to the Customer. Payment shall be made by bank transfer to the Supplier's account indicated on the invoice.
- 6.5. The invoice shall be sent by registered mail to the following address (address for delivery of the invoice): O2 Networks, s.r.o., Einsteinova 24, 851 01 Bratislava, while this address may be changed upon written notification by the Customer.

## **7. Warranty**

- 7.1. The Supplier shall be responsible for ensuring that the Supply is fit for purpose, complies with the relevant legal regulations and standards, and is free from defects during the warranty period. The Supplier shall be liable that the Supply has no legal defects, i.e. that it is not encumbered by the rights of third parties, in particular title and intellectual property rights, and that the Supplier is fully entitled to dispose of the aforementioned Supply and to conclude a contract with the Customer in the entire scope of the subject of performance.
- 7.2. Unless otherwise specified, or agreed by the Parties, the warranty period for the Supply shall be 24 months and shall commence from the date of acceptance of the Supply by the Customer. This warranty also applies to replaced and repaired parts of the Supply. The warranty for repaired and replaced parts shall run after the repair or replacement has been carried out on the basis of a report signed by the Parties.

## **8. Liability for Defects**

- 8.1. The supply of the subject of performance with defects shall always be considered a material breach of contract and the Customer shall be entitled, at its discretion, to:
- claim the removal of defects by supplying replacement Goods/Services for the defective Goods/Services, supplying the missing Goods/Services and removing legal defects;
  - claim the defects to be rectified by repairing the Goods if the defects are repairable;
  - claim a reasonable discount on the purchase price;
  - withdraw from the Contract.

The Customer shall also have the above claims to the same extent in the event that defects in the Supply occur during the warranty period.

In the choice of claims, the Customer is not bound by the limitation pursuant to Section 436(2), sentences 1 to 3 of the Commercial Code.

- 8.2. Notification of defects (complaint) must be made by the Customer to the Supplier in writing, and a complaint sent by e-mail shall also be deemed to be in writing. The complaint shall include the designation of the Goods/Services, specification of the defect in the Goods/Services and the defect claims asserted by the Customer.
- 8.3. The Supplier is obliged to rectify defects in the Goods/Services within 10 days after receipt of a complaint from the Customer. Failure to comply with this obligation shall be considered a material breach of contract and the Customer shall have the right to withdraw from the Contract or any part thereof

## **9. Sanctions**

- 9.1. If the Supplier is in delay with the performance of the Supply on the supply date, it is obliged to pay the Customer a contractual penalty of 0.25 per cent of the Price of the unperformed Supply for each day of delay until the date of fulfilment of the obligation or until the date of withdrawal from the Contract by the Customer.
- 9.2. If the Supplier fails to remedy defects in the Supply within the time limit under Article 8 of these Terms, it is obliged to pay to the Customer a contractual penalty of 0.5 per cent of the Price of the Supply subject to the defect for each day of delay until the date of fulfilment of the obligation or until the date of withdrawal from the Contract by the Customer.
- 9.3. If the Customer is in delay with the payment of the tax document (invoice), the Supplier is entitled to demand from the Customer the payment of interest on late payment in the amount of 0.05 per cent of the amount due for each day of delay.
- 9.4. The payment of the contractual penalty shall not affect the Supplier's obligation to fully compensate the Customer for the damage caused by the breach of the relevant obligation.

## **10. Trade Secrets**

- 10.1. All facts of a commercial, economic or technical nature relating to the Parties which are not generally available in commercial circles and with which the Parties come into contact in the course of performance are trade secrets (hereinafter referred to as the "Information").
- 10.2. The Information shall not be disclosed, made available to, or used by the Parties for themselves or others, even after the termination of the contractual relationship. The Parties undertake to keep all Information obtained confidential, to use such Information solely for the purpose of the performance of the Contract, and to limit the sharing of such Information to those persons who are entitled to have it in relation to the content and subject matter of the Contract, and to bind such persons to the obligations of confidentiality.
- 10.3. The foregoing may be disclosed by a Party only with the written consent of the other Party.
- 10.4. The Supplier is not entitled to use the trade name or trademarks of the Customer without the Customer's prior written consent.

## **11. Termination of the Contract**

- 11.1. The Customer has the right to withdraw from the Contract in the event of a material breach of contract by the Supplier, whereby a material breach of contract shall be deemed to be in particular:
- a breach of contract by the Customer referred to in clauses 4.7, 8.1 and 8.3 of these Terms.
- 11.2. In the event of an insignificant breach of contract, the Customer is entitled to withdraw from the Contract if the Supplier does not remedy the breach even within an additional grace period.

## **12. Force Majeure**

- 12.1. For the purposes of these Terms, "Force Majeure" shall be deemed circumstances excluding liability in accordance with Section 374 of the Commercial Code.
- 12.2. If a Force Majeure condition arises on the Supplier's side, the Supplier shall notify the Customer of such condition in writing or by e-mail not later than five (5) days after its occurrence (or, if the Force Majeure condition occurred earlier, within two (2) days after becoming aware of its occurrence). Unless otherwise specified in writing by the Customer, the Supplier shall continue to perform its obligations under the contractual relationship to the best of its abilities and capabilities and shall seek alternative means for the performance of that part of the performance the Force Majeure prevents. Should the Force Majeure situation persist for more than 90 days, the Customer is entitled to withdraw from the Contract.

## **13. Governing Law**

- 13.1. The relationship between the Parties shall be governed by the effective legal order of the Slovak Republic, in particular by the Commercial Code, as amended.

## **14. Dispute Resolution**

- 14.1. The Customer and the Supplier shall use their best endeavours to resolve by amicable, direct and informal negotiation any disagreement or dispute arising between them or in connection with the Contract. Any dispute arising in connection with this Contract (including disputes relating to its existence, validity or termination) shall be brought to and finally settled by a court of general jurisdiction in the Slovak Republic.

## **15. Notices**

- 15.1. Any notice made in connection with the Contract by one of the Parties to the other Party must be made by registered letter or by e-mail message, subsequently confirmed by registered letter, unless otherwise specified in these Terms. It must be delivered to the registered office of the company or to the address for delivery of the notice which is expressly stated in the Contract. In the case of notice by registered letter, the notice shall be deemed delivered on the third day after it has been demonstrably submitted for postal delivery.

## **16. Effective Date**

- 16.1. These Terms shall take effect on 1 June 2022.