

**General Commercial Terms and Conditions relating to purchase of goods by Coca-Cola HBC Česko a Slovensko, s.r.o.**, having its registered office at Českobrodská 1329, 19821 Prague 9, Kyje, Czech Republic, identification number: 411 89 698, registered in the Commercial Register kept by the Municipal Court in Prague, file ref. No.: C 3595, acting through its organisational unit Coca-Cola HBC Česko a Slovensko, s.r.o. – organizational unit with its registered office at Kalinčiakova 33, 831 04 Bratislava, Slovak republic, identification number: 50 252 160, registered in the Commercial Register of the District Court Bratislava I, section: Po, insert No.: 3293/B

**effective from 25. 5. 2018**

1. These terms and conditions apply to and provide for the conditions of all contracts relating to purchase and delivery of goods entered into by the Seller and the Purchaser, unless the parties agree otherwise in individual cases. If a (framework) business contract or a transnational contract is entered in, the provisions of such contracts shall prevail over the provisions of these Terms and Conditions, unless they are in contradiction to each other.

Individual contracts between the Seller and the Purchaser (hereinafter referred to as the “contract” or “contracts”) are concluded, if the Seller, to which the draft contract (hereinafter referred to as the “order”) is addressed, accepts such draft without any objection not later than in 3 days after the date specified in the order (if the Seller accepts the Purchaser’s order with any amendment or deviation, including any amendment or deviation that does not change the order content materially, the Purchaser excludes acceptance of the order with such amendment or deviation and conclusion of contract in accordance with provisions of section 44 (2) of Act No. 40/1964 Coll., the Civil Code, as amended (hereinafter also referred to as the “CC”).

Draft contract can be withdrawn anytime by the Purchaser without giving any reason, until the Seller expressly informs that he accepts such draft without any objections. In order to avoid any doubts, in other cases it shall be assumed that any statement or other action by the Seller, from which it can be deduced that the Seller agrees with such draft, shall mean acceptance of such draft. At the same time, supply of the goods specified by the Purchaser in the order to the recipient of such order (the recipient shall be specified by the Purchaser) shall also be considered as an acceptance of the draft contract under the conditions specified herein (section 275 (4) of the Act No. 531/1991 Coll. the Commercial Code as amended).

Terms:

“Seller” means a person or a company to whom/ to which an order is addressed;

"Goods" mean items and objects specified by the Purchaser in the order;

"Purchaser" means Coca-Cola HBC Česko a Slovensko, s.r.o., registered office in Prague 9 - Kyje, Českobrodská 1329, ZIP code: 198 21, identification number: 41189698, registered in the Commercial Register of the Municipal Court in Prague, section: C, insert No.: 3595 – organizational unit with registered office at Kalinčiakova 33, 831 04 Bratislava, Slovak Republic, identification number: 50 252 160, registered in the Commercial Register of the District Court Bratislava I, section: Po, insert No.: 3293/B that issues an order for goods, which are the subject of the contract;

"Contract" means a contract between the seller and the purchaser for the supply of goods, of which these General Business Terms and Conditions shall be an inherent part.

2. The Seller undertakes that the goods delivered by him will be as follows:

- (I) as regards scope, quality and workmanship, they shall comply with the data specified in the order;
- (II) complete and they shall include all documents needed for proper acceptance and use of the goods;
- (III) properly made of safe materials designed for such purpose;
- (IV) comply with the qualities of submitted sample or model, whether submitted by the Purchaser or the Seller. In case of any discrepancy, the sample submitted by the Purchaser shall prevail;
- (V) properly packed and prepared for transport in a way specified in the order and, unless specified otherwise in the order, in a way usual for transportation of the given type of the goods;
- (VI) without any factual and legal defects;
- (VII) comply with all other requirements specified in any applicable legal regulations, technical, safety and other standards;
- (VIII) delivered together with all the necessary documents in Slovak language (e.g. documents needed for safe goods handling, instruction manual, etc.).

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The Purchaser shall be entitled to refuse to accept the goods that fail to comply with any single or more of the above conditions. If typical for the given type of the goods, the delivery should include a proper training of people specified by the Purchaser and testing, which shall be included in the price, unless specified otherwise in the order in any specific case. If any goods samples are delivered to the Purchaser in connection with any supply of goods, the Purchaser shall become the owner of such samples in the moment of taking them over; the purchase price of the supplied samples shall be included in the purchase price of the supplied goods, unless the Purchaser and the Seller agree otherwise in any specific case.

3. The Seller shall be obligated to supply the goods in such quantity, on such date and for such price as specified in the order. In case no date of supply is specified in the order, the Seller shall be obligated to supply the goods immediately, not later than in 5 working days after the day of entering into the contract. The Purchaser shall be entitled to refuse any partial supply of the goods. If the goods or any part of it is supplied late, the Purchaser shall be entitled to withdraw from the contract without his entitlement resulting from the law being influenced. Provisions of legal regulations shall apply to any late supply of the goods and the consequent impossibility to perform.

4. The Purchaser shall be entitled to refuse to supply the goods before the agreed date of supply. Although the Purchaser might expressly agree with an early supply, the Seller shall be obligated to supply complete goods, in agreed quantity and quality, and otherwise in accordance with provisions of par. 2 of the General Business Terms and Conditions. If the goods are supplied before the agreed date, the warranty period and payment terms shall be governed by the original date of supply.

5. The goods must be delivered to the Purchaser to the place of delivery specified in the order. The goods must be properly labelled as a consignment for the Purchaser and the accompanying documents must specify the order number, code of the goods specified in the order, quantity of the supplied goods, means of transport, and place of delivery. One set of the accompanying documents must be attached to the transported consignment, another set must be handed over to the haulier. The costs of transport of the goods to the place of delivery shall be borne by the Seller, unless the Seller and the Purchaser agree otherwise in writing.

6. The risk of loss, destruction or damage of the goods shall shift to the Purchaser by proper handover of the goods to the Purchaser, or to the recipient of the consignment specified in the order – if such handover happens on the agreed place, in the agreed time or otherwise in accordance with the contractual arrangements. The Purchaser will confirm the acceptance of the goods in the relevant delivery note. The Seller expressly assures the Purchaser that the goods have no defects. The Purchaser shall not be obligated to inspect the goods after accepting them. The Purchaser will inform the Seller of any defects of the goods after finding them, without any undue delay. Application of provisions of section 427, par. 1, 3 and section 428, section 441 (1) of the CC shall be excluded.

7. The Seller shall be obligated to procure everything needed for fulfilment of the contract, unless agreed in writing in the contract with the Purchaser that any specific things would be taken care of by the Purchaser. If any things supplied by the Purchaser are used during the production, the Seller shall not be responsible for defects of the goods caused by using such things, if the Seller could not discover the unsuitability of such things for production of the goods even with due diligence, or if the Seller informed the Purchaser in writing of unsuitability of such things, however, the Purchaser insisted on using them. All things supplied by the Purchaser to the Seller for production of the goods shall be the Purchaser's ownership. Immediately after learning about any loss, destruction or damage of the things submitted by the Purchaser, the Seller shall inform the Purchaser about it. Subject to a prior agreement with the Purchaser, the Seller shall secure without any undue delay an effective rectification of any consequence of any damage of the things submitted by the Purchaser to the Seller. The Seller shall be responsible for proper insurance of his liability for damage caused to the things submitted by the Purchaser to the Seller. The insurance benefit in such cases shall be pledged to the Purchaser. The Seller undertakes to submit to the Purchaser a document proving fulfilment of the

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Seller's obligation resulting from this paragraph immediately at the Purchaser's request. The risk of damage of the things submitted by the Purchaser to the Seller for production of the goods shall shift to the Seller in the moment, when the Purchaser hands them over to the Purchaser.

8. The Seller undertakes that all activities performed by him in accordance with the contract in the Purchaser's registered office or in any plant shall only be carried out by employees with proper health and social insurance, including mandatory accident insurance. At the Purchaser's request, the Seller shall be obligated to submit a list of workers who provide for the activities in accordance with the contract in the Purchaser's registered office or in any plant. The Seller shall be obligated to mark visibly all the people, through which the Seller performs his contractual obligations, and who are present in the Purchaser's premises. The Seller shall be entitled to use third parties to perform the contract only subject to a prior approval by the Purchaser; if the Seller uses any third party for the performance of the contract, he shall bear responsibility as if the Seller was performing it himself. The Seller undertakes only to use technically capable machines, machinery and equipment. Anything used for the fulfilment of the Seller's obligation in the Purchaser's registered office or in any plant shall be protected from loss or theft by the Seller. After fulfilling or terminating the contract, the Seller shall be obligated to reinstate the Purchaser's premises to original condition or to a condition as agreed on with the Purchaser, and to hand the premises over to the Purchaser by means of a protocol on the agreed date, however, not later than in 7 days after the performance or termination of the contract.

9. The Seller declares that he has the necessary and valid permits and licences for the performance of all activities in accordance with the contract. Further, the Seller declares and undertakes that if activities in accordance with the contract are provided in the registered office or in any plant of the Purchaser through foreign nationals, all the necessary conditions, permits and licences required by legal regulations of the Slovak Republic were secured, while the Seller shall be fully responsible for compliance with such legal regulations.

10. All information, data, know-how, drawings and sketches, specifications and other documents provided by the Purchaser to the Seller for the production of the goods

- a) Are owned by the Purchaser,
- b) Shall be confidential and the Seller shall not provide them or allow them to be disclosed to any third persons (the Seller shall be obligated to bound employees having access to such information and documents with confidentiality and secrecy obligation to the same extent),
- c) Without a prior approval by the Purchaser, the Seller shall not use them for any other purpose than the purpose intended by the contract. In order to enforce his proprietary and other rights in accordance with this article and in accordance with article 7 of the General Business Terms and Conditions, in case of a reasonable threat of breach of such rights or any existing breach by the Seller, the Purchaser shall be entitled to take measures that he finds suitable with regard to the known facts, including, without any prejudice to other rights resulting from this contract or from legal regulations, the right to enter the Seller's premises in order to gain physical possession and disposition to all such things, information, data, etc.

If an obligation arises to the Seller to make accessible or to disclose any confidential information or other fact classified in accordance with this paragraph of the General Business Terms and Conditions based on the law, decision of the court or other public administration body, the Seller shall be obligated to inform the Purchaser immediately, without any undue delay and in advance, if possible, including specification of such information. If receiving such request, the Seller shall be obligated to inform the Purchaser without any undue delay of such request before responding to such request or before taking any other action related to confidential information, or as soon as legitimately expected in case any act or decision orders the Seller to respond to the competent body immediately, except if such notification to the Purchaser is banned by the law or by such decision/ order.

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11. If the goods in accordance with the contract are subject to any intellectual (copyright/ industrial) property of the Seller, the Seller grants the right to use the goods for the agreed or usual purpose to the Purchaser, as necessary in order to accomplish the purpose of the contract (hereinafter referred to as the "Licence"); pursuant to section 580 et seq. of the CC/ section 65 et seq. of the Copyright Act No. 185/2015 Coll. (hereinafter referred to as the "CA"). If the goods in accordance with the contract are subject to any intellectual (industrial) property of any third party, the Seller shall be obligated to secure the licence necessary for the use of the goods for the agreed or usual purpose to the Purchaser, as necessary in order to accomplish the purpose of the contract (licence) for the Purchaser. The Seller grants a non-exclusive licence unlimited in terms of territory, time and quantity, with unlimited scope, in accordance with section 19 (4) of the CA, or the Seller must secure provision of such non-exclusive licence unlimited in terms of territory, time and quantity (if the licence is to be provided by a third party) with unlimited scope (in terms of territory or factually), while the Purchaser or a third party authorised by it shall be entitled to change and modify the subject of the licence within the agreed purpose, otherwise usual, unless the contracting parties expressly agree otherwise. The Purchaser shall be entitled to provide the received licence to third parties (sub-licence), fully or partially; if the third party's prior approval is required, the Seller shall be obligated to secure it. The price of the supplied goods shall include remuneration for the granted licence, unless the contracting parties agree otherwise in writing. The Purchaser shall not be obligated to use such licence. The Seller shall be obligated to compensate the Purchaser for any losses arisen in consequence of filing any claims on the grounds of breach of any intellectual ownership rights filed by a third party, arising from the use of the goods by the Purchaser. This shall be without prejudice to the Purchaser's right to withdraw from the contract unless the Seller provides or secures provision of the licence to use the supplied goods in accordance with this paragraph of the General Business Terms and Conditions.

12. Unless any longer period is specified in the contract, warranty card, in other similar Seller's document or on the packaging, the warranty period usually provided by the Seller for the goods to his key customers shall apply, however, it shall not be shorter than the 2-year warranty period. Unless these Terms and Conditions specify otherwise, the warranty period shall start lapsing on the day following proper acceptance of the goods in accordance with these Terms and Conditions, however, it shall not be lapsing during the period, when the Purchaser cannot use the goods due to any defects of such goods. In case of any complaint, the Seller shall be obligated to start negotiations with the Purchaser about settlement of such complaint in two days after receiving such complaint of defect, and he shall settle the Purchaser's claims in 10 days after receiving the complaint of defect, unless the contracting parties agree otherwise in writing. In case of supplying any replacement goods instead of the defective goods, a new warranty period shall start lapsing on the day following the delivery of such replacement goods.

13. Any transaction or shift of rights and obligations resulting from the contract to the Seller made without a prior written approval by the Purchaser, shall be invalid.

14. The Purchaser shall be entitled to withdraw from the contract immediately in case of a breach of any provision of the contract or any relevant legal regulation (regardless whether it is a material or immaterial breach of the contract or legal regulation) by the Seller or by any third party. The obligation shall be annulled from the beginning in case of such withdrawal. If the Seller has partially fulfilled his obligation, the Purchaser shall inform the Seller that the withdrawal applies to the whole obligation or to a certain part of the obligation specified by the Purchaser. Unless the Purchaser provides such notice in 10 working days after such withdrawal, the withdrawal shall only apply that part of the obligation that has not been fulfilled yet.

15. Unless expressly specified otherwise, the purchase price of the goods actually supplied in accordance with the contract shall be due and transferred from the Purchaser's account to the Seller's account specified in proper invoice / tax document of the Seller in 45 days after such proper invoice is

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delivered by the Seller to the Purchaser. Unless agreed otherwise, the Seller shall be entitled to issue an invoice after supplying the goods to the Purchaser properly. The Seller's invoice shall include the information required by the law, as well as the Purchaser's order number, code of the goods specified in the order and name of the person who placed the order on behalf of the Purchaser, number of handover protocol/ delivery note, if confirmed by the Purchaser in any individual case. The following documents shall be attached to the invoice delivered to the Purchaser: copy of an order or reference to the order and a copy of the delivery note confirmed by the Purchaser. The Purchaser shall be entitled to send back an invoice that does not include any of the above-mentioned information or any information in accordance with legal regulations in force without paying it. The new invoice due period shall start lapsing on the day of delivery of an invoice without any mistakes to the Purchaser. The price shall be considered paid on the day of debiting the Purchaser's account in favour of the Seller's account. At the Purchaser's request, the Seller shall submit to the Purchaser a certificate proving that the Seller is the account holder in a for requested by the Purchaser.

16. If, due to any reasons, any provision hereof becomes invalid or unenforceable, validity or enforceability of the remaining provisions shall not be influenced. Any change or amendment of the conditions must be in writing also in case an implicit contract was concluded (e.g. by supply of the goods).

17. The Seller expressly declares that if the goods delivered by him are subject to conformity assessment in accordance with Act No. 56/2018 Coll., such declaration of conformity was issued. At the Purchaser's request, the Seller shall be obligated to submit the declaration of conformity to the Purchaser without any undue delay. The Seller shall be liable towards the Purchaser for any damage caused by false declaration.

18. If the Seller is a natural person, he takes into consideration that the Purchaser will be processing the Seller's personal data in connection with the concluded contract and within pre-contractual relationships.

The Seller acknowledges that the personal data received by the Purchaser within the contractual relationship or provided to the Purchaser by the Seller (especially name and surname of contact employees, their e-mail addresses, telephone numbers of working place) will be processed by the Purchaser as the controller of personal data on legal basis – i.e. performance of the contract, of which the Seller is a party / measures before conclusion of the contract at the Seller's request (in accordance with art. 6 (1b) of the GDPR in connection with section 78 (3) of the Act on Protection of Personal Data). The purpose of processing the personal data is to contact the contact persons within pre-contractual/ contractual relations with the Seller. Especially the employees of the relevant department that has ordered the goods are the recipients of personal data. Information on processing the personal data (especially in accordance with art. 13 and 14 and art. 15 to 22 and art. 34 of the Directive of the European Parliament and Council (EU) 2016/679 (hereinafter referred to as the "GDPR")) of the Seller and his employees is available in internet site of the purchaser <https://cz.coca-colahellenic.com/en/about-us/policies/>. By signing the contract the Seller confirms that he is aware of such information, that he informed the contact employees, whose personal data have been provided to the Purchaser in accordance with provisions of section 78 (3) of the Act on Processing of Personal Data, of such processing and of such information on processing of personal data in the Purchaser's conditions, and the Purchaser fulfilled his obligation to inform the Seller and the contact employees to the extend required by generally binding legal regulations in the field of personal data protection.

Personal data can be processed by the intermediary that will be authorised in accordance with provisions of section 34 of Act No. 18/2018 Coll. on protection of personal data (hereinafter referred to as the "APPD"). The Seller must secure voluntary provision of personal data of the Data Subjects, after such people were informed of the intended processing.

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19. If the Seller processes personal data for the Purchaser during the performance of the contract and unless the Seller and the Purchaser conclude a contract on processing of personal data, such processing will be governed by the provisions specified in the Annex No. 1 of the General Business Terms and Conditions.

20. The Seller confirms that he complies with and undertakes to observe all legal requirements in the field of quality management systems, environmental protection, occupational health and safety at work and fire protection. If the Seller carries out his activities in the Purchaser's registered office or premises (plant), he shall be obligated to observe the Purchaser's internal regulations, about which he would be informed before entering the registered office or premises (plant) of the Purchaser, and to stay only in the premises specified by the Purchaser.

21. As regards contracts with repeated performance, every party shall be entitled to withdraw from such contract by means of a two-month notice, while the notice period shall start lapsing on the day of delivering the notice to the other contracting party.

22. The Seller shall be fully responsible for any damage caused to the Purchaser, his contractual partners or to third parties in connection with any breach of the Seller's obligations resulting from this contract. The Seller shall be obligated to compensate the Purchaser for any damage, including costs, arisen to the Seller as a consequence of the Seller's breach of the contract. The Seller shall be obligated to indemnify such damage in 30 days after receiving a written call by the Purchaser.

23. The Seller undertakes to (a) take out liability insurance to cover any damage caused during the performance of the Seller's activities (business, professional, etc.), so that any insurance benefit would actually cover the damage arisen in connection with the Seller's activities, while the Seller's excess shall not exceed 10 % and the maximum sum of EUR 3,500 and (b) keep such insurance in force and effect during the whole contractual relation with the Purchaser. The Seller shall be obligated to submit to the Purchaser a document proving observation of the above obligation in accordance with the previous sentence anytime the Purchaser asks so. If the Seller breaches his obligation to take out and maintain the insurance in accordance with this paragraph hereof, or if he fails to plausibly prove the existence of such insurance to the Purchaser, the Purchaser shall be entitled to withdraw from all contracts concluded between him and the Seller.

24. If any force majeure prevents either contracting party from fulfilment of its obligations, such party shall not be in delay, however only to the extent, to which such inability to perform was undoubtedly caused by a force majeure. The force majeure shall mean such events (obstacles) that arise after the commitment was made, independently of will of the respective party, that have exceptional character, are inevitable, unpredictable and objectively prevent fulfilment of obligations (e.g. state of war, civil disorders, fire, flood, epidemics, quarantine measures, earthquakes, landslides, explosions, terrorist attack, etc.). The performance shall not be considered impossible, if it can be carried out also under worsened conditions, with higher costs or after the agreed deadline. If the force majeure event occurs, the aggrieved party shall be obligated to inform the other contracting party about the character, beginning and end of such force majeure event. The Obligated party's liability shall not be excluded and the performance deadline shall not be extended if the force majeure event occurred after the obliged party got to delay with fulfilment of its obligation, or if the obliged party failed to fulfil its obligation to immediately inform the other contracting party of such force majeure event. If the duration of force majeure event exceeds 5 days, the party awaiting the performance by the party impacted by force majeure event, shall be entitled to withdraw from the contract.

25. No other business terms and conditions and no similar documents not expressly referred to in these Business Terms and Conditions shall be a part of the contract between the Seller and the Purchaser and shall not be applied to the contractual relation between the Purchaser and the Seller, including the Seller's business terms and conditions. The Seller's Business Terms and Conditions do

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not apply to relationships established by the contract, unless the Purchaser expressly approves such application. In such case, the Purchaser shall specify in writing which provisions of the Seller's business terms and conditions will be applied to the relationship established by the contract. The Purchaser excludes conclusion of any contract between the Purchaser and the Seller in case the Seller attaches his business terms and conditions to the contract, unless the Seller's business terms and conditions are expressly accepted by the Purchaser in writing.

26. The contracts between the Purchaser and the Seller shall be governed by the substantive law of the Slovak republic (SR) and all issues not specified in the contract shall be governed by the provisions of the Commercial Code and other legal regulations of the SR. If relevant, the contracting parties agree that UN Convention on contracts for the International Sale of Goods shall not apply to their contractual relation.

27. All disputes arisen from the contract, including any disputes about its validity, interpretation or cancellation, shall be settled by the Court of Arbitration of the Slovak Chamber of Commerce and Industry in Bratislava in accordance with its basic internal legal regulations. The parties shall obey the court decision. Such decision shall be binding for the parties. Arbitration proceedings will be held in Slovak language. Based on this arrangement, the arbitration clause shall become a part of the relevant contract.

28. The Purchaser and the Seller expressly agree that the Purchaser shall be entitled to amend these General Business Terms and Conditions unilaterally to a reasonable extent. Any change shall be notified through publication of the new General Business Terms and Conditions of the company Coca-Cola HBC Česko a Slovensko, s.r.o. on internet site <https://cz.coca-colahellenic.com/sk/o-nas/politiky-a-dokumenty/>. The Purchaser shall be obligated to publish the new General Business Terms and Conditions not later than 30 days before such change becomes effective. The Seller undertakes to regularly check the internet site to be able to study the amended document. In case (i) the contract obliges the Seller to provide repeated performances of the same character for a long term or (ii) the contract has the character of a framework contract, and the Seller does not agree with the change of the General Business Terms and Conditions he shall be entitled to terminate the contract with a 60-day notice, while the notice period shall start lapsing on the day, when the notice is delivered to the Purchaser. During the notice period the contractual relation shall be governed by the older version of the General Business Terms and Conditions.

29. The Seller expressly confirms that he was familiarised in detail with the document called "Supplier guiding principles", published on internet site <https://cz.coca-colahellenic.com/sk/o-nas/politiky-a-dokumenty/> and the Seller undertakes to follow the principles set in such document. The Purchaser and the Seller agree that the Purchaser shall be entitled to amend the "Supplier guiding principles" unilaterally to a reasonable adequate extent. Any change shall be notified through publication of the new "Supplier guiding principles " on internet site <https://cz.coca-colahellenic.com/sk/o-nas/politiky-a-dokumenty/>. The Seller undertakes to regularly check the internet site to be able to study any amended document. In case (i) the contract obliges the provider to provide repeated performances of the same character for a long term or (ii) the contract has the character of a framework contract, and the Seller does not agree with the change, he shall be entitled to terminate the contract with a 60-day notice, while the notice period shall start lapsing on the day, when the notice is delivered to the Purchaser. During the notice period the contractual relation shall be governed by the older version of the "Supplier guiding principles".

30. The Seller declares that he is not registered in the list of tax debtors or in the list of VAT payers with reasons for cancellation of VAT registration (hereinafter referred to as the "List") kept by the Financial Directorate of the Slovak Republic; and the Seller was not published in the portal in connection with this declaration in accordance with Act No. 222/2004 Coll. on the Value Added Tax, as amended (hereinafter referred to as the "Act on VAT"). If the Seller is published in such List, the Seller shall be obligated to inform the Purchaser of such fact immediately. If the Seller breaches his obligations in accordance with this paragraph, he shall be obligated to pay to the Purchaser the

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damages arisen by the breach of such obligation, while the Purchaser shall be entitled to withdraw from the contract with immediate effect. If the Purchaser was obligated to pay taxes and/or charges connected with the subject of the contract that would be otherwise borne by the Seller, the Purchaser would be entitled to request from the Seller (i) indemnification, (ii) withdrawal from the contract, (iii) set off of any of his receivables, including non-due or time-barred ones, against any Seller's receivable, including non-due or time-barred ones, (iv) settle only the tax base invoiced by the issued tax document (invoice) (the value added tax will be paid to a tax authority). (This paragraph only applies to VAT payer).

31. Tax documents issued by the Seller must include all information in accordance with the Act on Value Added Tax. Unless the tax document meets any requirements and includes any information, it will be sent back to the issuer that shall be obligated to issue a new document immediately. (This paragraph only applies to VAT payer).

32. The Seller shall not be entitled to assign, pledge, or put under lien any his obligation resulting from this contract or arisen in connection with it, without a prior written approval by the Purchaser. The Seller shall not be entitled to unilaterally set off his receivable against any Purchaser's receivable resulting from the contract or arisen in connection with the contract.

33. The Seller and the Purchaser agree that these General Business Terms and Conditions will be entered into in writing, if otherwise, they do not want to be bound by them.

34. The Terms and Conditions are prepared in Slovak language, order (Purchase Order) can be prepared either in Slovak language or in English language.

35. The Seller shall be obligated to provide all data needed for the performance of obligations in accordance with Act No. 297/2008 Coll. to the Purchaser, especially for the purpose of identification; including identification of the final user of benefits in accordance with Act No. 297/2008 Coll. and information about the character of business transaction. The Seller declares that he is not a politically exposed person. In case of any doubts, the Seller is ready to submit any additional information or documents about the financial resources at the Purchaser's request. The Seller confirms that the financial resources come from legal sources and no money are laundered within the business to legalise any proceeds of the criminal offences and to finance terrorism. As of the day, when the Purchaser learns that such data were false, the relevant contract will become invalid.



## **Annex No. 1 of the General Business Terms and Conditions**

contract on Processing of Personal Data

1. This Annex shall apply to cases, when (a) the Seller processes personal data on behalf of the Purchaser and (b) the Seller and the Purchaser did not conclude any special contract on processing of personal data. Provisions of this Annex have the character of a contract on processing of personal data in accordance with art. 28 of the General Data Protection Regulation of the European Parliament and the Council (EU) 2016/679 (“**GDPR**”).
2. When processing any personal data, the Purchaser is in the position of controller of personal data, and the Seller is in the position of an intermediary. The Seller can only process personal data to fulfil his obligations based on the contract. The Seller will be processing only the personal data (a) provided to the Seller by the Purchaser in connection with the concluded contract and for the purpose of performing such contract; (b) received by the Seller during fulfilment of the contract, including personal data provided to the Seller directly by the relevant Data Subject. The personal data will be processed by the Seller as long as the commitments resulting from such contract last, unless the contract states any shorter period of processing. After the agreed period expires, the processed personal data will be immediately returned to the Purchaser (including any copies) and they will be deleted (without the possibility of recovery) from all the Seller’s systems.
3. The Seller shall be obligated to process the personal data only in accordance with generally binding legal regulations (especially the GDPR), the contract, this agreement and written instructions by the Purchaser. The Seller shall be obligated to inform the Customer in writing without any undue delay, if he thinks any Seller’s instruction is contrary to generally binding legal regulations. The Seller shall be obligated to keep confidential all the processed personal data and not to use such data for other purposes than for the performance of the contract concluded with the Customer. If the Seller finds errors or discrepancies in the processed data, he shall be obligated to warn the Customer about such fact without any undue delay.
4. The Seller will take technical and organisational measures to prevent any unauthorised or accidental access to the processed personal data, loss or destruction of such data. The Seller shall secure confidentiality by all persons involved in processing of the personal data. The personal data can be made available only to those Seller’s employees that (a) need such access in order to perform the contract, (b) passed a training about proper handling of personal data, and (c) are bound by an obligation to protect, secure and keep confidential all the processed personal data. This shall be without prejudice to the provisions of art. 5 below.
5. The Seller shall be entitled to involve a third person (so-called other intermediary) in the processing only (a) with a Customer’s prior written approval and (b) subject to the fact that he concludes a written contract on processing of personal data with such other intermediary, while such contract shall secure at least such level of protection of personal data, as this agreement with the Purchaser; at the Purchaser’s request, the Seller shall submit such contract for a review. The Seller shall inform the Customer sufficiently in advance of all intended changes of other intermediaries and he shall enable the Purchaser to object against such changes. The Seller shall be fully liable for any processing of personal data by other intermediaries.
6. In case the security of personal data processed by the Seller for the Purchaser is disrupted, the Seller (a) will take without any undue delay all suitable measures with the aim to remove the causes of such disruption, (b) immediately, however not later than in 12 hours, he will inform the Customer of such disruption of security of personal data, including details (especially of the estimated number of the Data Subjects, the scope of the Data Subjects, impacts of such disruption of security of personal data, description of measures taken by the Seller). The Seller will take measures to prevent any disruption of security of personal data in the future, including the measures reasonably requested by the Purchaser. Observation of the Seller’s obligation in accordance with this Article shall be without prejudice to the Seller’s obligation to fully compensate any defect arisen in connection with such disruption of security of personal data processed by the Seller for the Purchaser.

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7. Without a prior written instruction by the Purchaser, the Seller shall not transfer and provide any personal data processed by the Seller for the Purchaser outside the EU/ EEA.
8. At the Purchaser's request the Seller shall be obligated to provide cooperation to the Purchaser and be at hand in case any rights are enforced by the data subjects in accordance with chapter III of the GDPR. In this regard the Seller declares that he disposes of resources and that he took measures to satisfy the rights of the Data Subjects, whose personal data are processed by the Seller on behalf of the Purchaser. At the Purchaser's request the Seller (a) will allow an audit of processing of personal data by the Seller for the Seller, and (b) he will provide reasonable cooperation during assessment of protection of personal data.