
General Terms and Conditions - mts.sk

These general terms and conditions regulate, by Act No. 513/1991 Coll., the Commercial Code, as amended (hereinafter referred to as the "Commercial Code"), contractual obligations in matters of performance of work, works or services arising between MTS, spol. s r.o., Krivá 53, 027 55, Krivá, Slovak Republic, ID No.: 36 001 368, VAT No.: 2020426045, VAT No.: SK2020426045, registered at the Commercial Register of the District Court of Žilina, Section: Sro, Insert No.: 3318/L (hereinafter referred to as the "Contractor") as the Contractor and the Client with whom the Contractor concludes the Contract (hereinafter referred to as the "Client").

Article I. Definitions

- 1.1 The Contractor is the company MTS, spol. s r.o., Krivá 53, 027 55, Krivá, Slovak Republic, ID No.: 36 001 368, VAT No.: 2020426045, VAT No.: SK2020426045, registered at the Commercial Register of the District Court of Žilina, Section: Sro, Insert No.: 3318/L.
- 1.2 The Client is a legal entity or a natural person-entrepreneur who orders the work for his business. An entrepreneur is, in particular, a person registered in the commercial register or the trade register; a person who operates a business on the basis of a trade licence; a person who operates a business on the basis of a licence other than a trade licence according to special regulations. The entrepreneur is governed by these terms and conditions to the extent that they apply to him and by the Commercial Code.
- 1.3 These General Terms and Conditions are an integral part of any contract concluded between the Contractor and the Client. If the contract regulates the rights and obligations of the parties differently from these General Terms and Conditions, the regulation of the rights and obligations of the parties in the contract shall prevail. These General Terms and Conditions shall apply in priority in the event of a conflict with the Client's General Terms and Conditions. The application of the Client's general terms and conditions or any other terms and conditions is expressly excluded, unless the parties agree otherwise in writing. Any reference to other terms and conditions of sale, purchase, delivery or any other terms and conditions on the Client's documents (including references on the Client's Purchase Orders or any correspondence or communications of the Client) shall be legally ineffective and shall not bind the Contractor. It does not take precedence over or have any influence or effect on the content of the rights and obligations of the contracting parties arising from the contract under clause 1.4, regardless of whether the Contractor signs such a document. The Client undertakes not to make any reference to any other terms and conditions of sale, purchase, delivery or otherwise on documents relating to or in any way connected with the Contract under clause 1.4.

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- 1.4 A contract means:
- a) A contract for work which is concluded by sending a written confirmation of receipt of the order by the Contractor to the Client. In this case, the proposal for the conclusion of the contract is the order addressed by the Client to the Contractor and the written acknowledgement of receipt of the order is the acceptance of the proposal. By sending the order to the Contractor, the Client confirms that he has accepted the Contractor's quotation and has also read these General Terms and Conditions.
 - b) A written contract for the work concluded in documentary form, which is concluded at the moment of signing the contract for the work by the Client and the Contractor. By signing the contract, the Client confirms that he has read these General Terms and Conditions of the Contractor.
- 1.5 The work is the equipment made in accordance with the contract referred to in point 1.4, the conclusion of which is preceded by the procedure referred to in point 2.1.
- 1.6 Intellectual Property Rights shall mean all forms and types of proprietary or similar rights, whether registered or unregistered, recognised under the applicable laws governing intellectual property. These rights include, in particular, copyright and related rights, industrial property rights, trade secrets, patents, designs, database rights, know-how, and any other intangible assets used for the development and performance of the work, tasks, or services under the contract pursuant to Section 1.4. This definition shall also extend to any:
- a) preparatory or auxiliary materials,
 - b) existing or newly developed hardware, software, tools, deliverables, prototypes, methodologies, documentation, or technologies,
 - c) enhancements, customisations, configurations, modifications, adaptations, or derivative works
- irrespective of whether such intangible assets were developed specifically for the Client or not, whether they are unique or general, reusable, and regardless of whether they are based on any inputs or cooperation provided by the Client or not.

Article II. Conclusion of the contract

- 2.1 The contract is concluded on the basis of pre-contractual negotiations, the procedure of which is as follows:
- a) The Client addresses the Contractor with the assignment for the work and the specification of the work (e.g. number of pieces, technical drawings, documents, information on the work, etc.),
 - b) The Contractor shall prepare a quotation on the basis of the Client's assignment and send it to the Client,

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- c) Once the quotation has been sent, negotiations will take place between the parties on the work itself and the price for the work. If the parties come to an agreement during the negotiations, the Client issues an order with the agreed price for the work on the basis of the quotation under (b), which shall be sent to the Contractor,
 - d) The moment of conclusion of the contract is governed by clause 1.4 of these General Terms and Conditions,
 - e) The conclusion of the contract between the Client and the Contractor creates mutual rights and obligations defined by the contract and these General Terms and Conditions. In the event that a works contract is concluded between the Client and the Contractor pursuant to clause 1.4 b), the provisions of the contract of work which regulate the rights and obligations of the Client and the Contractor differently from the General Terms and Conditions shall prevail over these General Terms and Conditions.
- 2.2 The assignment, quotation, order and order confirmation must be in writing in the form of a letter or e-mail. The order may also be made through the Contractor's ordering portal (e.g. ARIBA, eProcurement, etc.).
- 2.3 The Client is not entitled to cancel an order without the Contractor's prior written consent after the Contractor has confirmed the order in writing.

Article III. Subject of the contract

- 3.1 The subject of the contract is the Contractor's obligation to complete the Work specified in the contract for the Client, within the agreed timeline and price as stated in the contract. The Client is obligated to accept the completed Work and pay the agreed-upon price.
- 3.2 The Contractor shall carry out the Work at his own expense and risk.

Article IV. Place and date of performance

- 4.1 The Work shall be executed at the Contractor's premises or a place specified in the contract. The place of delivery of the Work shall be the place agreed in the contract unless otherwise agreed.
- 4.2 The contractor is obliged to start the work and hand over the duly completed work within the time limits agreed in the contract.
- 4.3 Unless otherwise agreed in writing, the Client may take over the Work at the Contractor's request even before the agreed performance date.

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- 4.4 The Contractor shall not be in delay in delivering the work by the date agreed in the contract if the delay is caused by the Client. In this case, the deadlines shall be extended by the time for which the Client is in delay. The postponement of the delivery date shall not affect the payment obligations of the Client, which shall remain in the originally agreed terms.
- 4.5 The delivery date may be reasonably extended due to:
- a) unexpected events not caused by the Contractor (force majeure) or
 - b) any delay or hindrance on the part of the Client. If the delivery date is extended for reasons on the Client's side by more than 15 calendar days, the Contractor shall be entitled to charge the Client a storage fee of 0.05% of the price of the Work for each day by which the delivery date is extended, unless otherwise agreed by the Parties. If the delivery date under (b) of this clause is extended by more than 15 consecutive calendar days, the Contractor shall be entitled to withdraw from the Contract.
- 4.6 Except as provided in clause 4.5, the delivery date may be changed only by written agreement of both parties. The Client is not entitled to unilaterally change the delivery date.
- 4.7 The Client is obliged to provide the Contractor with full cooperation necessary for the proper delivery of the Work, in particular, to provide the Contractor with all information and documents relating to the Work in sufficient time and to ensure all requirements for the performance of tests and tests of the Work, including the material. The Client is also obliged to ensure, if necessary, the presence of its professional staff to accomplish the content of the Contract. The Client shall be liable for any damage caused to the Contractor as a result of a delay in providing the assistance which it is obliged to provide under the contract or which it has been requested to provide by the Contractor.
- 4.8 If it is not possible due to lack of cooperation (e.g. failure of the Client to deliver parts to the Contractor to carry out testing of the work in accordance with clause 5.6, inadequate preparation of the wiring to connect the Work to the network) on the part of the Client to test the Work or to carry out the installation in accordance with the contract within seven calendar days, unless the Client and the Contractor agree otherwise in writing and the Client fails to provide such cooperation within seven calendar days after receipt of the Contractor's request, the Contractor shall have the right to determine that the Work shall be deemed to have been handed over to the Client on the date specified in writing by the Contractor or the Contractor may withdraw from the Contract. Subsequently, the Client is obliged to take over the Work from the Contractor and to fulfil all its subsequent obligations.
- 4.9 Force majeure shall be deemed to be unavoidable events which the party invoking them could not have foreseen when concluding the contract and which prevent it from performing its contractual obligations in a proper and timely manner, such as, but not limited to war, natural disasters, pandemics, strikes, or

interventions by public authorities (legislation, governmental measures, etc.). Force majeure shall also include unforeseeable delays in deliveries by subcontractors, production failures, and shortages of materials at the time of the conclusion of the contract. For the avoidance of doubt, it is stated that any kind of insolvency of the contracting parties cannot be considered as a force majeure circumstance.

Article V. Execution and acceptance of the work

- 5.1 The Contractor is bound by the Client's instructions in the scope of the specification of the work specified in the quotation and the technical documents that were part of the assignment according to point 2.1 a), on the basis of which the quotation was prepared. For the avoidance of any doubt, the Parties declare that the Client shall be liable for infringement of the copyright of third parties if it provides the Contractor with drawings or any technical documents for the construction of the Work within the meaning of clause 2.1 or in the course of the construction of the Work. Any exchange of data between MTS and the Client shall be carried out in a neutral format (.step, .parasolid). The Client is entitled to give instructions for the execution of the Work within the scope of the quotation and technical documents which were part of the assignment pursuant to clause 2.1 a), on the basis of which the quotation was made electronically, by e-mail. If the instructions of the Client are beyond the scope of the quotation and technical documents that were part of the assignment pursuant to clause 2.1(a), on the basis of which the quotation was made, the Contractor shall not be bound by them and such instructions shall be deemed to be extra work. The Contractor shall prepare and send a quotation to the Client after the instruction for extra work has been given. The Contractor shall only be obliged to carry out the extra work after the Client has agreed in writing to the quotation for the extra work. The Contractor shall be entitled to refuse to carry out the extra work. For the avoidance of any doubt, it is stated that the Contractor shall be entitled to remuneration for the performance of the extra work beyond the remuneration agreed upon for the completion of the work
- 5.2 Prior to completion of all work in connection with the Work, the Contractor is obliged to invite the Client to a personal preliminary inspection of the Work in the presence of both parties or their authorized representatives. If the person of the authorised representative changes in the course of the execution of the work, this authorised person shall be the immediate superior of the original authorised representative of the Client. The Work is produced on the basis of the Client's requirements and corresponds to the Client's specific needs, and therefore a preliminary inspection is carried out at the Contractor. During the preliminary inspection of the Work, the Client shall have the opportunity to inspect the functionality, parameters and characteristics of the Work in accordance with the Client's order for the Work. The preliminary inspection of the Work shall take place at the place of execution of the Work, i.e. at the Contractor's premises, unless otherwise specified in the contract. The contractual parties are obliged to agree on the date of the preliminary inspection of the Work. The preliminary

inspection of the Work by the Client must be carried out within 14 days of the Contractor's call for preliminary inspection of the Work unless the Client and the Contractor agree otherwise. If, for reasons on the part of the Client, the preliminary inspection of the Work is not carried out within the time limit specified in this clause, the work shall be deemed to be in proper working order and free from any defects. In the event of the Client's unexcused absence from the preliminary inspection according to this clause, the Contractor shall be entitled to withdraw from the contract and to claim from the Client reasonable compensation for the costs incurred by the Contractor.

- 5.3 The Client and the Contractor shall draw up a report on the execution of the preliminary inspection of the Work. If defects occur during the preliminary inspection of the work, they shall be specified in the preliminary inspection protocol and the Client and the Contractor shall agree on a reasonable period of time for the correction of these defects. If the parties fail to agree on the remedy of the defects, both parties shall have the right to withdraw from the contract. The exercise of the right of withdrawal shall not extinguish the Contractor's right to compensation for damages incurred by the Client's breach of contract. Suppose the Client and the Contractor do not agree on a reasonable period of time for the remedy of defects. In that case, the Contractor shall be obliged to correct the defects within a reasonable period of time determined by the Contractor.
- 5.4 The Parties agree that the Contractor shall arrange for the transport of the Work to the Client unless otherwise agreed between the Client and the Contractor. The Client shall be obliged to pay the Contractor for the associated costs, which include in particular the costs of packaging and transport of the Work. If the Contractor provides the transport of the Work to the Client, the Client is obliged to create such conditions for the Contractor at the place of destination that the transport and assembly of the Work takes place without any difficulties and problems, i.e. in particular, the Client shall allow the free and safe parking of the car at the unloading point and the transport corridor to the place of assembly of the Work. The Client undertakes to carry out the unloading of the Work by mechanised equipment and trained personnel. If the Work is damaged or if any damage occurs during the unloading, the Client shall be liable for such damage.
- 5.5 The Client is obligated to grant the Contractor access to the Client's worksite to assemble the work, conduct tests, and trials, and remedy any defects in the Work.
- 5.6 The Contractor shall only fulfil its obligation to perform the Work when it has carried out the installation of the Work, the tests and trials of the Work and the technical inspection of the Work at the Client's premises, unless otherwise agreed. The Client, in cooperation with the Contractor, shall draw up an acceptance report on the course of the acceptance procedure, one copy of which, signed by both parties, shall be given to the Contractor and one copy to the Client. If the parties omit to execute the acceptance report or if the Client refuses to sign the acceptance report in violation of the contract, the Work shall

be deemed to have been duly handed over upon signing the delivery note by the Client.

- 5.7 The terms and conditions of transport of the Work shall be governed by the terms and conditions of INCOTERMS 2020 (EXW,DAP) unless otherwise agreed between the Contractor and the Client.
- 5.8 The risk of damage to the Work shall pass to the Client upon delivery of the Work to the Client or the first external carrier for transportation unless the terms of transportation are governed by the terms of INCOTERMS pursuant to clause 5.7.
- 5.9 The ownership right to the Work shall pass to the Client upon payment of the full Price of the Work. Pending the acquisition of the Client's ownership right to the Work, the Client may not transfer the Work to a third party or establish any other third party right to the Work.

Article VI.

Price of the work and payment terms

- 6.1 The price for the execution of the Work is set by agreement of the parties on the basis of the agreed quotation by the Client, which the Client confirms by concluding the contract.
- 6.2 The parties agree that if the prices of materials and inputs change by more than 5% after the conclusion of the Contract, the Contractor may adjust the price for the Work by the relevant percentage. The Client undertakes to pay the adjusted price for the work.
- 6.3 The price of the Work does not include VAT at the statutory rate.
- 6.4 The price of the Work also includes packing, shipping and assembly of the work, unless otherwise agreed in the contract. The price of the Work also includes the licence fee for the grant of the basic user licence pursuant to Clause 9.2.
- 6.5 The Client is obliged to pay the Contractor the price of the work on the basis of an invoice, which is issued according to the terms agreed in the contract. The parties may agree in the contract that the price of the work shall be paid employing several invoices (regular, advance or partial).
- 6.6 The due date for invoices issued by the Contractor is 30 days from their issue by the Contractor unless otherwise stated on the invoice. Payment shall be made by bank transfer in euros to the Contractor's account indicated on the invoice. The date of fulfilment of the Client's monetary obligation shall be the date on which the price of the Work is credited to the Contractor's account.
- 6.7 If the Client is more than 10 days late in paying a due invoice, the Contractor shall have the right to suspend work on the Work or other agreed deliveries until all

outstanding invoices have been paid by the due date. In such a case, the Contractor also reserves the right to suspend or revoke any licences already granted in relation to the intellectual property rights pursuant to Article IX.

- 6.8 In the event of non-compliance with the due date, the Contractor is entitled to claim from the Client interest on late payment according to the applicable legislation and a contractual penalty of 0.05% of the amount due for each day of delay. The Client is subsequently obliged to pay this amount to the Contractor within the due date.
- 6.9 The Client shall not be entitled to assign or transfer any rights or obligations under the Contract without the prior written consent of the Contractor.

Article VII. Liability for defects

- 7.1 The Contractor is responsible for the fact that the Work has the characteristics agreed in the contract at the time of its handover and acceptance. The Contractor shall also be liable for the fact that the work, or part of it, will have these characteristics throughout the entire warranty period.
- 7.2 The warranty period for the Work within the scope of the Contractor's work performed on the Work and its functionality according to the Client's assignment specified in point 2.1 a) is 12 months and begins on the date of the Client's protocol acceptance of the Work according to point 5.6 of the contract unless otherwise agreed in the contract.
- 7.3 The Contractor shall not be liable for defects in the Work resulting from a breach of duty by the Client. Similarly, the Contractor shall not be liable for defects and faults resulting from unprofessional operation, handling and maintenance of the Work, or its use in violation of the warranty conditions, instructions for use or other documents supplied by the Contractor, or in violation of the usual manner of use.
- 7.4 If the work has apparent defects at the time of handover, or if the documentation that should accompany the work is incomplete, the Client is entitled to refuse acceptance of the Work. The Contractor and the Client shall draft a record of the refusal to accept the Work, including a description of the defects that led to the refusal. The record shall also specify a deadline for the remedy of the defects, which will be set by the Contractor.
- 7.5 If the Client accepts the work with obvious defects, the defects will be described in the acceptance report together with a deadline for the remedy of the defects to be set by the Contractor.

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- 7.6 In the event that any defects occur at the time of acceptance of the Work which could have been discovered/existed during the preliminary inspection as defined in Article V., the Client shall be obliged to accept the Work with such defects and such defects shall be recorded in the acceptance report together with a deadline for the remedy of the defects to be set by the Contractor. If the Client is interested in the remedy of defects that were not pointed out during the preliminary inspection of the Work and were not specified in the acceptance report, the Contractor shall issue a separate quotation to the Client for their remedy. Acceptance of such quotation shall be deemed to constitute a new contract for the Work.
- 7.7 Defects that are detected after acceptance of the work (after signing the acceptance report) during the warranty period will be rectified by the Contractor under warranty in accordance with these General Terms and Conditions and the Contract.
- 7.8 The Client is obliged to notify the Contractor of the defects in writing with a precise description of the defects (or photo documentation) as soon as possible, at the latest within 5 days from the moment when the defect occurs (hereinafter also referred to as "Claim"). The Claim must contain, in particular, the production label of the equipment with the serial number of the Work, the date of appearance of the defect and a description of the type and extent of the defect.
- 7.9 If defects appear in the Work, the Client is obliged to allow the Contractor to assess the defect on the site where the work is located, including by a third party if the situation requires it (e.g. an expert). If it is proven that the Claim was unjustified, the Contractor is entitled to claim the costs associated with the unjustified Claim, while the Client is obliged to pay the given costs incurred by the Contractor in this procedure.
- 7.10 If the Client breaches the obligation to notify defects properly and on time in accordance with clause 7.8, the Contractor shall always have the right to object to a late Claim. In the event of an objection to a late Claim, the Client's rights regarding the defects in question asserted through such a delayed Claim, shall be extinguished.
- 7.11 The Contractor undertakes that after notification of the Claim by the Client, it will confirm receipt of the Claim in writing within 10 working days and notify the method of handling the Claim.
- 7.12 During the warranty period, the Client is not entitled to rectify the defect in the Work himself or at his own expense without the Contractor's consent. In the event of a breach of this obligation, the Client shall lose the rights of liability for defects and shall likewise lose the warranty for the Work. This consequence shall also apply in the event of any infringement of intellectual property rights under Article IX.

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- 7.13 If it is a remediable defect claimed by the Client within the warranty period of the Work, the Client has the right to have it remedied free of charge, within a reasonable time and properly. The Contractor may always replace the defective part of the Work instead of removing the defect unless this causes the Contractor serious difficulties.
- 7.14 If the defects are irremediable but do not prevent the use of the Work, the Client is entitled to a reasonable discount on the price of the Work. If there are irremediable defects that prevent the use of the Work, the Client has the right to withdraw from the contract or to demand a reasonable discount on the price of the Work.

Article VIII. Confidential information

- 8.1 The parties are obliged to maintain the confidentiality of confidential information unless otherwise required by the contract or by applicable law. For these General Terms and Conditions, confidential information shall be deemed to be information which has come to the knowledge of either party in connection with the performance of the Work or performance under the contract, or information which has been designated as confidential by either party.
- 8.2 The following information shall be considered confidential:
- a) relating to the contract and its performance,
 - b) relating to intellectual property rights pursuant to Article IX.,
 - c) concerning the Party (in particular information on its activities, structure, economic results, all contracts, financial, statistical and accounting information, information on its assets and liabilities, receivables and payables, information on its technical and software equipment, know-how),
 - d) concerning the Parties' business partners,
 - e) provided to or obtained by the Party before the entry into force and effect of the Contract, insofar as they relate to the subject matter and/or content of the Contract (in particular, but not limited to, a request for quotation, a quotation);
- 8.3 A Party shall not, without the prior written consent of the other Party, disclose, transmit, communicate, make available, disclose, publish, disseminate, disclose, or use Confidential Information other than to perform the subject matter of the Contract.

Article IX. Intellectual Property Rights

- 9.1 All Intellectual Property Rights, as defined in these General Terms and Conditions, together with all know-how and documentation created, used or incorporated by the Contractor (including its affiliates, suppliers or licensors) in the course of performing the Contract, shall remain the exclusive property of the Contractor unless expressly transferred to the Client, and only in written form. Unless otherwise agreed in writing, the Client shall acquire under the Contract only the basic user licence pursuant to Clause 9.2.
- 9.2 With effect from the date of full payment of the price for the Work pursuant to Article VI, the Contractor grants the Client a limited, non-exclusive, non-transferable and non-sublicensable basic user licence to use the Intellectual Property as defined in Clause 9.1 and its features (functionalities), solely for the Client's internal business operations under the Contract. The Client shall not, without the Contractor's prior written consent, make any modifications, adaptations, decompilations or reverse engineering.
- 9.3 Any broader rights granted to the Client beyond the scope of the basic user licence under Clause 9.2 — including, in particular, sublicensing, resale, modification or distribution — shall be subject to the Contractor's prior written consent and any applicable additional licence fees.
- 9.4 If the Client provides any feedback, suggestion, bug report, recommendation or similar input in connection with the performance of the Contract and relating to the Contractor's work, deliverables or services, the Contractor shall be entitled to use, incorporate and commercialise such input without limitation and without any obligations towards the Client. Unless otherwise agreed in writing in advance, no licence or compensation shall be granted to the Client in connection with any improvement, reuse or commercialisation by the Contractor of such Client input.

Article X. Sustainable development, social capability of the Client and quality assurance of supply

- 9.1 The Client undertakes to carry out any of its activities in accordance with internationally recognised standards relating to social responsibility, sustainable development and quality management systems. Compliance with the requirement under this clause above shall be demonstrated by the Client to the Contractor either by: a certificate under ISO 9001, ISO 14001 (hereinafter referred to as "Certificates") or in another manner satisfactory to the Contractor to the extent appropriate under the Certificates.

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- 9.2 The Contractor shall be entitled to request the Client to demonstrate compliance with the obligation under this Article and to verify compliance with this obligation directly with the Client. If the Contractor identifies a breach of the obligation under this clause on the part of the Client, the Contractor shall give the Client time to remedy the breach, by the expiry of which the Client shall be obliged to comply with the conditions under this clause. If the Client fails to comply with the conditions under this clause even after the expiry of the time limit under the preceding sentence, this shall be considered a serious breach of contract on the part of the Client and the Contractor shall be entitled to withdraw from the contract.
- 9.3 The Client also agrees to comply with the Contractor's binding documents, which are available at <https://www.mts.sk/zavazne-dokumenty-mts/>.

Article XI. Final provisions

- 10.1 The Parties hereby expressly agree to apply the law of the Slovak Republic with regard to the regulation of rights and obligations under the Contract and/or the General Terms and Conditions. Rights and obligations not expressly governed by the contract and/or the general terms and conditions shall be governed by the relevant provisions of the Commercial Code and other legal regulations.
- 10.2 The Parties undertake to resolve disputes arising out of the Contract, including disputes concerning its validity, interpretation or cancellation, preferably by negotiation and mutual agreement of the Parties. If the Parties fail to reach an agreement on the dispute, either of the Parties shall be entitled to bring an action before a court of competent jurisdiction under the laws of the Slovak Republic, or for the avoidance of doubt, it is hereby stated that the Parties have agreed to the jurisdiction of the courts of the Slovak Republic.
- 10.3 The Parties undertake to respect each other's legitimate interests in the performance of the Contract and to afford each other all necessary cooperation which may be fairly required in order to achieve the purpose of the Contract.
- 10.4 The Contractor reserves the right to change these General Terms and Conditions. However, this change will not affect contracts already concluded, but only those concluded after the change to the General Terms and Conditions have come into effect.
- 10.5 These general terms and conditions come into force on 25th February 2026.

MTS, spol. s r.o.

Ing. Peter Laurinčík
Managing Director