

GENERAL TERMS AND CONDITIONS OF THE SALE OF GOODS/SERVICES

Article 1. Scope of Application

1.1. These General Terms and Conditions apply to all relationships between **Výskumný ústav chemických vláken, a.s.** in Svit (hereinafter referred to as "**VÚCHV, a.s.**") and its customers regarding the delivery of products or the performance of work for the customer. Unless otherwise agreed upon in writing by both parties, any General Terms and Conditions of Purchase, procurement of services, or any other terms and conditions issued or referred to by the customer are expressly excluded. These General Terms and Conditions, in their currently valid version, shall apply to all future transactions between **VÚCHV, a.s.** and the customer, even without specific reference thereto.

1.2. **VÚCHV, a.s.** reserves the right to amend these General Terms and Conditions at its discretion without express notice to customers. Any amendments shall take effect upon their publication on the website <https://www.vuchv.sk/downloads/> and shall apply to orders placed / agreements concluded after the publication of the amendments.

Article 2. Conclusion of the Agreement

2.1. Offers submitted to the customer by **VÚCHV, a.s.** are not binding and are intended solely as invitations to place orders. None of the offers should be interpreted as creating an agreement upon acceptance, unless explicitly stated in the offer.

2.2. By placing an order, the customer irrevocably accepts these General Terms and Conditions, unless otherwise agreed in writing between the parties. The agreement is concluded upon confirmation of the order by **VÚCHV, a.s.** in writing or via email. Unless otherwise agreed in writing by the contracting parties, any decision on whether to accept or reject an order is made in all cases by **VÚCHV, a.s.** at its sole discretion, regardless of any prior relationship with the customer.

2.3. The order confirmation is effective upon its delivery to the customer, and its content is decisive in relation to the content of the agreement. In case the confirmation contains any deviations from the terms of the order, the agreement shall be deemed concluded upon the expiration of 5 days from the date of delivery of the confirmation, unless the customer notifies **VÚCHV, a.s.** within the same period that they are not interested in the delivery of the goods or work under the terms specified in the confirmation. In any case, the agreement is concluded no later than upon acceptance of the goods/work.

2.4. The concluded arrangement, including the specification of the goods/work, and these General Terms and Conditions constitute the entire contractual arrangement of the relationship between the customer and **VÚCHV, a.s.** concerning the delivery of goods/performance of work. Brochures, catalogues, and any other promotional materials of **VÚCHV, a.s.**, as well as all prior commitments and agreements between the parties, shall not be taken into account.

Article 3. Subject Matter of Performance

3.1. The quality of the goods/work is determined by the specifications in effect at the time of delivery, unless agreed upon other specifications. **VÚCHV, a.s.** reserves the right to change the composition, substitute raw materials, and modify the production process of the goods or the execution of the work at its sole discretion, even without prior notice to the customer. Samples serve solely for informational purposes and do not constitute part of the specifications.

3.2. Unless otherwise expressly agreed by the parties, **VÚCHV, a.s.** is not obligated to assess the suitability of items, instructions, or specifications provided by the customer for the performance of the work and is not liable for any failure to complete the work or for defects in the completed work caused by such items, instructions, or specifications.

3.3. The goods shall be deemed delivered in compliance with the agreement if the quantity of goods delivered does not exceed the permissible deviation from the contracted quantity, which is $\pm 10\%$. The

goods/work shall be deemed delivered/performed in compliance with the agreement even in case of minor defects in material or workmanship that do not prevent the proper use of the goods/subject matter of the work. The customer is at all times obliged to accept partial deliveries of the subject matter of the agreement.

3.4. The customer is entitled to inspect the performance of the work or the production process of the goods only with the express consent of **VÚCHV, a.s.**

3.5. Unless otherwise agreed by the parties, a) **VÚCHV, a.s.** is obligated to package the goods/subject matter of the work using the packaging method customary for goods/subject matter of this type, b) the obligation of **VÚCHV, a.s.** to submit documents relating to the goods/subject matter of the work consists solely in providing a quality certificate upon the customer's prior request.

Article 4. Price

4.1. The price of the goods/work is agreed upon by both contracting parties; otherwise, the price will be charged in accordance with the price list of **VÚCHV, a.s.** that is valid at the time of invoicing. Unless otherwise specified in the agreement between the parties, prices are quoted as net amounts, including standard packaging, but excluding VAT and other taxes, shipping costs, customs duties, and any other applicable fees.

4.2. If the price of the work is determined on the basis of a budget, the budget is deemed to be indicative and non-binding, unless otherwise agreed upon by the parties. **VÚCHV, a.s.** reserves the right to increase the price of the work by a reasonable amount if the performance of the work reveals a need to carry out activities not included in the budget and such activities were not foreseeable at the time the agreement was concluded; likewise, **VÚCHV, a.s.** reserves the right to increase the price of the work by the amount of necessarily incurred expenses exceeding the expenses specified in the budget.

4.3. Unless otherwise agreed by the parties, the price is payable by bank transfer within 14 days of the invoice date; the invoice is issued on the date the goods/subject matter of the work are dispatched. **VÚCHV, a.s.** reserves the right to issue and send invoices to the customer also electronically, to which the customer hereby consents. The customer shall bear any applicable bank fees. Any other means of payment, such as a check or promissory note, may be used only with the express consent of **VÚCHV, a.s.**

4.4. If the customer fails to make a payment on time, **VÚCHV, a.s.** reserves the right to charge late payment interest at a rate of 0.05% per day on the unpaid amount. It's important to note that filing a defect claim does not suspend the customer's obligation to make payments. Additionally, in such cases, the customer cannot withhold payment for the goods/services, either in full or in part.

4.5. In the event of changes in the prices of energy, transportation, services, raw materials, and other inputs essential for the production or transportation of the goods/work, or if there are changes in legislation that affect the price of the goods/work, **VÚCHV, a.s.** reserves the right to unilaterally adjust the price of the goods/work accordingly. The adjustment will be communicated to the customer through a written notice.

Article 5. Delivery

5.1. Delivery of goods/handover of the subject matter of the work shall be carried out in accordance with the delivery clause specified in the Agreement (MOK INCOTERMS 2025); otherwise, the goods/subject matter of the work shall be deemed delivered/handed over upon their handover to the first carrier for transport to the customer at the customer's expense and risk. Unless the parties have agreed otherwise, the customer is responsible for covering the transportation costs.

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5.2. Unless otherwise expressly agreed by the parties, the delivery period is not fixed; that is, a delay in the delivery of goods/the subject matter of the work does not automatically entitle the customer to withdraw from the contract. **VÚCHV, a.s.** reserves the right to unilaterally extend any delivery period, even if the agreed period is fixed, in the event of circumstances or measures related to force majeure (Article 7); in this case, **VÚCHV, a.s.** shall not be in default regarding the delivery of the goods. If the goods/subject matter of the work are to be delivered at the customer's request (call-off), **VÚCHV, a.s.** has the right to ship the goods/subject matter of the work to the customer 3 months after the agreement is concluded. If no delivery period or date has been expressly agreed upon by the parties, **VÚCHV, a.s.** has the right to ship the goods/subject matter of the work to the customer immediately.

5.3. If the customer fails to cooperate or to perform the necessary actions required for the delivery of the goods / subject matter of the work to be delivered in accordance with the agreement, the risk of damage to the goods / subject matter of the work shall immediately pass to the customer, and **VÚCHV, a.s.** has the right to invoice the customer the agreed price of the goods/work. In this case, regardless of the agreed delivery terms, **VÚCHV, a.s.** is entitled to carry out the delivery of the goods/handover of the subject matter of the work a) by handing them over to the first carrier for transport at the customer's expense and risk, or b) by notifying the customer that the goods/ subject matter of the work have been stored at the customer's expense and risk in the warehouse of **VÚCHV, a.s.**, reserving the right of **VÚCHV, a.s.** to dispose of the goods / subject matter of the work after 30 days; in such a case, the delivery shall be deemed to have been properly executed in accordance with the agreement.

Article 6. Retention of Title

6.1. **VÚCHV, a.s.** retains title to the delivered goods/subject matter of the work until the price of the delivery has been paid in full by the customer.

6.2. The customer has the right to process the goods/subject matter of the work or sell them to a third party as part of their regular business activities; however, if processing the goods/subject matter of the work before the transfer of title to the customer results in the creation of a new item as a result of combining or mixing with another item, **VÚCHV, a.s.** shall acquire co-ownership of such item proportionally to the invoiced price of the goods/subject matter of the work in relation to the value of the new item.

6.3. To secure the claims of **VÚCHV, a.s.**, the customer hereby assigns in advance all future claims and receivables arising from the sale of items in which **VÚCHV, a.s.** holds ownership or co-ownership. This assignment shall be proportional to the co-ownership share of **VÚCHV, a.s.** relative to the total value of the goods sold.

Article 7. Force Majeure

7.1. In the event of unforeseeable circumstances affecting **VÚCHV, a.s.** and arising independently of the will of **VÚCHV, a.s.**, such as, but not limited to, operational failures, malfunctions, delayed or defective deliveries by suppliers, shortages of energy or fuel, strikes, lockouts, and other labour disputes involving the party or its suppliers, war, a state of war, a state of emergency, economic mobilization, terrorism, civil war, regulations or measures issued by the government, European Union authorities, or public authorities (in the form of resolutions), diseases, epidemics, pandemics, quarantines, consequences of natural disasters, floods, fires, or the like (collectively referred to as "force majeure"), **VÚCHV, a.s.** shall not be considered in default of its obligations under the agreement for the duration of such impediments. In these cases, the customer will not be entitled to claim damages (direct or indirect), withdraw from the agreement, or claim any contractual penalties or other sanctions.

7.2. In the event of force majeure, **VÚCHV, a.s.** is obliged to notify the customer of the nature and expected duration of such circumstances,

either in writing or by email, within ten (10) days of the occurrence of such circumstances. Both parties agree to discuss and negotiate any measures to mitigate the impact of the event on each other's business operations. If the force majeure situation lasts for more than three months, either party has the right to withdraw from the agreement without any further claims.

Article 8. Warranty

8.1. **VÚCHV, a.s.** warrants that, at the time of delivery, the goods/subject matter of the work comply with the agreed specifications as well as with the applicable binding standards of the European Union, and that the goods/subject matter of the work are free from material and workmanship defects. Provided that the goods/subject matter of the work are handled properly, **VÚCHV, a.s.** warrants that the goods/subject matter of the work will retain the same quality during the warranty period of 3 (three) months from the date of delivery, unless a longer warranty period has been confirmed by **VÚCHV, a.s.** If **VÚCHV, a.s.** is to store the goods/subject matter of the work at the customer's request or with the customer's consent, the warranty period shall commence on the day the goods/subject matter of the work were placed in the warehouse of **VÚCHV, a.s.**

8.2. **VÚCHV, a.s.** warrants and declares that, at the time of delivery, the goods/subject matter of the work are not encumbered by any third-party property rights, including intellectual property rights. However, the customer assumes full responsibility for the use of any technical information, instructions, designs, or similar materials provided by the customer for the production process or the execution of the work.

8.3. The warranties outlined in this Article constitute all warranties of **VÚCHV, a.s.** regarding the delivered goods/work. Any further guarantees, warranties, or declarations (express or implied) regarding the quality, usability, or marketability of the goods/subject matter of the work or their suitability for a specific purpose are excluded, unless the parties have expressly agreed otherwise in writing.

8.4. Warranty claims will not be accepted if the customer processes, destroys, or resells the goods or the subject matter of the work after discovering, or having reason to discover, their defects. The only exception is if the customer can prove that such actions were necessary to prevent significant damage. Additionally, warranty claims are excluded for any unpaid goods or services.

Article 9. Liability for defects

9.1. The customer is obliged to inspect the goods/subject matter of the work with due diligence immediately upon their receipt. In particular, the inspection must include a check of the packaging integrity, quantity, functionality, and other basic delivery parameters, as well as performing a test run.

9.2. If the customer fails to notify **VÚCHV, a.s.** within 14 days of delivery of the goods or handover of the subject matter of the work, about any defects that could have been identified during a proper inspection, the goods/work will be considered accepted with all defects, and the customer will forfeit all rights related to liability for these defects. This also applies to defects that could not have been detected during a proper inspection, if the customer does not notify **VÚCHV, a.s.** of such defects within 14 days after they were discovered or they should have been discovered. All defect notifications must be sent to **VÚCHV, a.s.** within the warranty period (as stated in 8.1); the customer will not have the right to any claims regarding the quality of the goods or work after the warranty period expires.

9.3. Within 30 days from the date of delivery of the notice of defects, **VÚCHV, a.s.** shall notify the customer in writing of the acceptance or rejection of the complaint. The customer is obligated to allow **VÚCHV, a.s.** to inspect the products or work subject to the complaint; under no circumstances is the customer allowed to return the goods/subject matter of the work to **VÚCHV, a.s.** without its prior consent. If **VÚCHV,**

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a.s. acknowledges the complaint, its liability for defects is limited to a) removing defects by repair or replacing the defective goods/subject matter of the work with a new delivery in exchange for the return of the defective products, depending on the customer's choice, or b) providing a reasonable discount on the price of the goods/work. If the complaint is not accepted, the customer is obligated to reimburse **VÚCHV, a.s.** for all costs incurred in connection with the assessment of the customer's complaint.

9.4. The customer is entitled to withdraw from the agreement only if **VÚCHV, a.s.** fails to remedy the defects in goods/subject matter of the work within a reasonable period (not less than 45 days from receipt of the notice) or if defects reappear in the repaired or replacement goods/subject matter of the work.

9.5. If a dispute arises between the parties concerning the quality of the goods/ subject matter of the work, the parties shall agree on a mutually acceptable independent expert, whose opinion shall be considered final.

Article 10. Liability for Damages

10.1. The contractual and statutory liability of **VÚCHV, a.s.** toward the customer is limited to the damages covered by the product liability insurance provided by the insurance company with which **VÚCHV, a.s.** has a policy. **VÚCHV, a.s.** will maintain coverage within the required insurance limits.

Upon the customer's request, **VÚCHV, a.s.** shall present the relevant insurance certificate to the customer.

10.2. **VÚCHV, a.s.** shall be liable without limitation for damage caused by defective goods in accordance with applicable law, including the transposition of EU Directive 85/374/EEC on liability for defective products.

10.3. The customer undertakes to make every possible effort to mitigate any damage that may be the subject of their claim against **VÚCHV, a.s.**; otherwise, the customer shall be partially or fully liable for the damage incurred.

Article 11. Additional Provisions

11.1. All products created by **VÚCHV, a.s.** during the manufacturing process that are not the agreed subject matter of the agreement, as well as all intellectual property rights associated with them, remain the exclusive property of **VÚCHV, a.s.** Unless expressly agreed otherwise in writing between **VÚCHV, a.s.** and the customer, this applies even if the costs were invoiced separately to the customer or the customer contributed financially to cover the costs. The delivery of the goods/work itself cannot under any circumstances be considered a transfer or grant of a license with respect to the aforementioned subject matter of intellectual property.

11.2. The customer is not permitted to suspend their obligations if **VÚCHV, a.s.** experiences a delay in fulfilling its responsibilities related to another delivery. Conversely, **VÚCHV, a.s.** reserves the right to suspend any outstanding delivery to the customer if the customer fails to meet their obligations from any other delivery.

11.3. The customer does not have the right to offset any claims of **VÚCHV, a.s.** unilaterally towards the customer with any of their claims towards **VÚCHV, a.s.**, except for the customer's claims against **VÚCHV, a.s.** that have been acknowledged in writing by **VÚCHV, a.s.** or confirmed by a decision of the relevant court.

11.4. **VÚCHV, a.s.** reserves the right to request appropriate security for the customer's payment obligations at any time. This security may include options such as a bank guarantee or a letter of credit. If the customer is unable to provide this security within a reasonable period, **VÚCHV, a.s.** has the right to suspend the production and delivery of goods related to all unfulfilled orders from the customer.

11.5. If bankruptcy proceedings are initiated against the customer's assets, or the customer enters into liquidation or similar proceedings, **VÚCHV, a.s.** has the right to withdraw from the agreement.

11.6. Failure to accept the goods/subject matter of the work in the manner agreed upon in the agreement, failure to provide adequate security for payment obligations at the request of **VÚCHV, a.s.**, as well as a delay in making any payments under the agreement exceeding 30 days, constitutes a fundamental breach of the agreement by the customer.

11.7. If, at any point during the contractual relationship with **VÚCHV, a.s.**, there is a significant change in business, economic, financial, technical, or commercial conditions that makes it unreasonably burdensome for **VÚCHV, a.s.** to fulfil its contractual obligations, **VÚCHV, a.s.** may submit a written request to the customer to reconsider the terms of the agreement in light of the changed conditions. The contracting parties agree to meet within a reasonable timeframe thereafter to negotiate in good faith alternative contractual terms that will reasonably alleviate the impact of these changes. If the parties are unable to agree on new terms, either party may seek a court's intervention to amend the agreement with the aim of restoring balance between the contracting parties.

Article 12. Governing Law, Dispute Resolution

12.1 The contractual relationship between the customer and **VÚCHV, a.s.** will be governed by and interpreted in accordance with the substantive laws of the Slovak Republic. If the customer resides outside the Slovak Republic, the United Nations Convention on Contracts for the International Sale of Goods (Vienna 1980) will apply to the delivery of goods, followed by the substantive laws of the Slovak Republic.

12.2. All disputes arising from or related to the contractual relationship between **VÚCHV, a.s.** and the customer, including issues concerning the validity, interpretation, or termination of the contract, shall be resolved definitively by the Arbitration Court of the Slovak Chamber of Commerce and Industry in Bratislava, following its internal procedures.

Notwithstanding the arbitration provision, either party may alternatively submit the dispute to a general court. In this case, the courts of the Slovak Republic will have exclusive jurisdiction. However, **VÚCHV, a.s.** reserves the right to initiate legal proceedings against the customer in the courts located at the customer's place of business if it is outside the Slovak Republic.

Article 13. Severability Clause

13.1. If any provision of these General Terms and Conditions is or becomes invalid or unenforceable, the validity of the remaining provisions shall not be affected by such invalidity or unenforceability. Sal

Article 14.

14.1. These General Terms and Conditions of the Sale of Goods/Services are effective as of January 1, 2026, until they are either revoked or replaced by new terms and conditions.