

### Article I Introductory Provisions

- 1.1. These General Terms and Conditions (the "GTC") govern the purchase of goods, services and works in the business relationships of the entities Milan Tomaškovič – ToMaC, Tomaškovič – ToMaC s. r. o. and ToMaC s. r. o. In each specific order or contract (the "Contract"), the customer, recipient or buyer shall be exclusively the entity identified by its business name, registered office or place of business and company identification number ("ToMaC"). No obligations or liability as guarantor under the Contract shall arise for the other entities in the group unless they have separately assumed them.

The GTC shall become part of the Contract by reference to a specific edition that was demonstrably provided to the Supplier before the Contract was concluded. As between the Parties, the GTC shall take effect together with the relevant Contract. The Contract shall also identify the applicable editions of the Quality Agreement, the Logistics Agreement and the technical annexes to be used; these documents shall be demonstrably provided to the Supplier before the Contract is concluded.

The specifically agreed provisions of the Contract shall prevail over the GTC. Within their respective subject-matter scope, the Quality Agreement and the Logistics Agreement shall prevail over the GTC. The Parties shall resolve any conflict between technical requirements in writing before the affected Supply commences. Any differing arrangements shall apply in accordance with Section 273(2) of the Commercial Code.

- 1.2. A Party that supplies goods, services, works or other performance to ToMaC (collectively, the "Supply") shall, for the purposes of the GTC, be referred to as the "Supplier", irrespective of how that Party is designated in the Contract.
- 1.3. The Supplier shall, without delay, familiarise all of its employees and all Subcontractors involved in providing the Supply for the benefit of ToMaC with these GTC and the obligations arising from them. The Supplier also undertakes to ensure that its employees and Subcontractors comply with those obligations in full.
- 1.4. On behalf of ToMaC:
- a) in contractual matters, the relevant entity shall act through its statutory body in the manner entered in the relevant register, a natural person – entrepreneur shall act personally, or a person shall act on the basis of authority conferred by law, a documented authorisation or a power of attorney;
  - b) in matters concerning the performance, acceptance, inspection and testing of the Supply, the contact persons specified in the Contract shall act. A contact person may change the Price, deadline or technical conditions only to the extent of that person's authority.
- 1.5. "Price" means the total price for the Supply, excluding value added tax, agreed in the Contract.
- 1.6. "Party" means either ToMaC or the Supplier; "Parties" means ToMaC and the Supplier jointly.
- 1.7. For the purposes of these GTC, "Subcontractor" means any natural or legal person that enters into a contract with the Supplier for the purpose of enabling the Supplier to provide the Supply, or any part of it, to ToMaC. A Subcontractor may participate in the provision of the Supply to ToMaC only after ToMaC has given the Supplier its written consent to the Subcontractor's participation. Before ToMaC approves a Subcontractor, the Supplier shall notify ToMaC of the Subcontractor's share in the Supply. ToMaC may refuse a Subcontractor's participation in the Supply, in particular, in the following cases:
- a) the publication in the Commercial Bulletin of a resolution commencing bankruptcy proceedings against the Subcontractor; or

## General Terms and Conditions

Edition VI | EN | Effective from 1 October 2026

- b) the publication in the Commercial Bulletin of a resolution commencing restructuring proceedings against the Subcontractor; or
  - c) the filing of an application for enforcement against the Subcontractor as the obligor in enforcement proceedings; or
  - d) the failure to perform properly and on time any previous Supply that the Subcontractor performed for ToMaC as a Supplier or as a Subcontractor.
- 1.8. Any reference in these GTC to the "Commercial Code" shall mean Act No. 513/1991 Coll., the Commercial Code, as amended and in force in the territory of the Slovak Republic.

### Article II General Provisions

- 2.1. A proposal to enter into a Contract or a request to submit an offer, delivered to the Supplier by ToMaC, shall not constitute an instruction for the Supplier to commence the Supply. The Supplier may commence the Supply only after the Contract has been concluded and in accordance with the conditions set out therein.

The Supplier shall confirm an order without reservation within three working days after its receipt, unless the order specifies a different period. A ToMaC order shall be deemed accepted upon delivery of the Supplier's timely confirmation without reservation, unless the framework agreement provides for a different method of acceptance. A confirmation containing a variation shall constitute a new offer and shall require ToMaC's acceptance. The Supplier's silence alone shall not constitute acceptance of an order.

The binding quantity, Price and deadline shall be determined by the accepted order or by a call-off, to the extent agreed in the framework agreement. Forecasts beyond the agreed firm order horizon are for planning purposes only. Material inventory, work in progress, minimum purchase quantities and their settlement beyond that scope shall require a separate written agreement.

Orders, call-offs and confirmations may be exchanged through agreed email addresses or by electronic data interchange (EDI), provided that the sender can be identified and the content of the communication is preserved.

- 2.2. All Supply provided by the Supplier beyond the scope agreed in the Contract must be approved in writing by ToMaC in advance. ToMaC shall not be obliged to accept or pay for any Supply provided before ToMaC grants such approval.
- 2.3. The Supplier shall arrange accommodation, meals and transport for its employees at its own expense, and the cost of these services is already included in the Price.
- 2.4. The Supplier represents that:
- a) the Supply falls within the scope of its business activities;
  - b) the Supply will be performed by professionally qualified employees in accordance with applicable law and safety standards;
  - c) if ToMaC or any third party suffers damage in connection with the activities of the Supplier, its employees or its Subcontractors, the Supplier shall compensate the affected party for such damage in full, including loss of profit.
- 2.5. During the term of the Contract, the Supplier shall notify ToMaC in writing, within three days, of any change concerning its business name, registered office or place of business, scope of business activities, statutory bodies (including the manner in which they act on behalf of the Supplier in relation to third parties), the conclusion of an agreement for the sale of the Supplier's undertaking or any part of it, any dissolution of the Supplier without liquidation, the Supplier's entry into liquidation, the commencement of enforcement proceedings against the Supplier's assets, and the

Milan Tomaškovič – ToMaC, Hodruša-Hámre 133, 966 61, ID No.: 11926384, VAT ID: SK1020617147

Tomaškovič – ToMaC s. r. o., Hodruša-Hámre 824, 966 61, ID No.: 55207235, VAT ID: SK2121896546

ToMaC s. r. o., Hodruša-Hámre 824, 966 61, ID No.: 36707937, VAT ID: SK2022293911

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## General Terms and Conditions

Edition VI | EN | Effective from 1 October 2026

commencement of bankruptcy or restructuring proceedings against the Supplier under Act No. 7/2005 Coll., as amended. During the term of the Contract, the Supplier shall also notify ToMaC in writing, within three days, of the date on which the Supplier's registration as a payer of value added tax is cancelled and the date on which the Supplier is registered as a payer of value added tax. During the term of the Contract, a foreign Supplier shall notify ToMaC in writing, within three days, of the establishment and cessation of the Supplier's permanent establishment under Act No. 595/2003 Coll., as amended, and the applicable double taxation treaty, as well as the establishment and cessation of a fixed establishment within the meaning of Act No. 222/2004 Coll. on Value Added Tax, as amended, and, where applicable, the place of business of that foreign person.

### Article III Payment Terms

- 3.1. Payment of the Price shall be based on an invoice issued by the Supplier and delivered to ToMaC. The Supplier shall issue the invoice in euros and ToMaC shall also pay it in euros, unless the Parties have agreed in the Contract that payment will be made in another currency.
- 3.2. If the Price is agreed in the Contract as an hourly rate, the Supplier may invoice ToMaC only for the time actually spent by the Supplier in providing the Supply, to the extent approved by ToMaC in writing; the Supplier shall not be entitled to invoice time spent on work breaks, time required for employee travel or similar time.
- 3.3. Unless a different time and method for invoicing the Price have been agreed in the Contract, the Supplier shall issue an invoice for the Supply provided by it as follows:
  - a) no later than fifteen (15) days after ToMaC accepts the relevant part of the Supply in the manner specified in clause 9.1 of the GTC, if the Contract provides for invoicing and acceptance of the Supply in parts; or
  - b) no later than fifteen (15) days after the end of the relevant invoicing period agreed in the Contract; or
  - c) in accordance with the payment schedule agreed in the Contract; or
  - d) no later than fifteen (15) days after the Supply has been fully completed and accepted by ToMaC in the manner specified in clause 9.1 of the GTC, unless the Contract provides for a different time and method of invoicing.
- 3.4. The Supplier shall deliver the invoice to ToMaC no later than five (5) days after its issue.
- 3.5. The Supplier shall deliver the invoice it has issued to ToMaC at the following address: Hodruša-Hámre 824, 966 61, by email to [tomaskovicova@tomac.sk](mailto:tomaskovicova@tomac.sk), or to another address notified to it by ToMaC in writing.
- 3.6. If the Supplier sends an invoice to an address or electronic channel other than the agreed address or electronic channel under clause 3.5 of the GTC, the payment period shall commence upon its demonstrable delivery to the agreed address or electronic channel. The date on which ToMaC records the invoice internally shall have no effect on the commencement of the payment period.
- 3.7. If the Supplier is a payer of value added tax in the Slovak Republic, the invoice must contain all particulars required by Act No. 222/2004 Coll. on Value Added Tax, as amended, in particular:
  - a) the name and address of the Supplier's registered office, place of business or, where applicable, establishment, and its value added tax identification number;
  - b) the name and address of ToMaC's registered office, place of business or, where applicable, establishment, and ToMaC's value added tax identification number;
  - c) the sequential invoice number;

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## General Terms and Conditions

Edition VI | EN | Effective from 1 October 2026

- d) the date on which the Supply (goods, a service, works or other performance) was delivered or the date on which payment was received before the goods were delivered or before the provision of the service, works or other performance was completed, where that date can be determined and differs from the date on which the invoice was issued;
- e) the date on which the invoice was issued;
- f) the quantity and type of goods delivered, or the scope and type of the service, works or other performance provided;
- g) the taxable amount, the unit Price excluding tax, and any discounts and rebates not included in the unit Price;
- h) the applicable tax rate or a statement that the transaction is exempt from tax;
- i) the total amount of tax payable in euros;
- j) the exchange rate used to convert the taxable amount and the amount of tax, if the unit Price is agreed in a currency other than the euro.

In addition to the particulars required by Act No. 222/2004 Coll. on Value Added Tax, as amended, each invoice issued by the Supplier must also include:

- ToMaC's Contract number;
- the date and identification of the document or electronic record evidencing acceptance of the Supply under clause 9.1 of the GTC;
- the date on which the invoice was sent;
- the invoice due date under clause 3.11 of the GTC;
- details of the Supplier's bank and bank account.

3.8. The Supplier shall attach to the invoice, in particular, the following supporting documents:

- a) where the Supply consists of work or a deliverable under a contract for work, an Acceptance Record or an agreed electronic record confirming ToMaC's acceptance of the Supply or any part of it, including the date of acceptance; or
- b) for the supply of goods, a delivery note or an agreed electronic record confirming receipt and stating the date of acceptance; for a supply from abroad, also the customs tariff code, country of origin and a consignment note or other document evidencing transport to the Slovak Republic, where such information or documents are required for the relevant delivery; or
- c) if ToMaC or applicable law requires an installation log, construction log, service log, service report or timesheet to be maintained for a particular Supply, a copy of that installation log, construction log, service log, service report or timesheet in a form approved by ToMaC.

3.9. If the Supplier is a payer of value added tax in the Slovak Republic and payment of the Price is agreed in a currency other than the euro, that Price shall, for the purpose of determining the taxable amount for value added tax, be converted into euros using the exchange rate published in the European Central Bank's exchange-rate list and applicable on the day preceding the date on which the tax liability arises, or the exchange rate applicable under customs legislation on the date on which the tax liability arises. The Supplier shall state on the relevant invoice that the exchange rate applicable under customs legislation has been used. When the taxable amount for value added tax is corrected under Act No. 222/2004 Coll., as amended, the exchange rate used when the tax liability arose shall be used. The calculated value added tax shall be rounded to the nearest euro cent, with amounts below EUR 0.005 rounded down and amounts of EUR 0.005 or more rounded up. Unless otherwise stated in the Contract, payment of the Price in euros shall be required.

## General Terms and Conditions

Edition VI | EN | Effective from 1 October 2026

- 3.10. If an invoice does not contain the correct statutory or agreed particulars under clause 3.7 of the GTC, or if the required supporting documents under clause 3.8 of the GTC are missing, ToMaC shall notify the Supplier of the specific deficiencies without undue delay. A formal error that does not prevent identification of the Supply and proper accounting shall not change the due date. A missing stamp or signature on an invoice shall not, in itself, constitute grounds for returning the invoice or setting a new due date.

In the event of a material error, the Supplier shall correct the affected part of the invoice. ToMaC shall pay the undisputed part within the original payment period. Payment of any part that cannot be verified or properly accounted for due to a material error may be suspended only for the time necessary until the correction is received; that part shall be due on the later of the original due date and fifteen (15) days after receipt of the correction. A defect claim concerning the Supply shall not, in itself, entitle ToMaC to withhold the entire invoice; any withholding of payment shall be limited to the extent corresponding to a statutory or separately agreed claim. The application of these rules must comply with Sections 340a and 369d of the Commercial Code.

- 3.11. Unless the Contract specifies another permissible period, the invoice shall be due on the sixtieth (60th) day after its demonstrable delivery to ToMaC at the address or electronic channel specified in clause 3.5 of the GTC. The actual date of delivery shall be decisive, not the date shown on ToMaC's internal receipt stamp. This shall not affect the rules for correcting an invoice under clause 3.10 of the GTC.
- 3.12. The date of payment of an invoice issued by the Supplier shall be the date on which the amount due is debited from ToMaC's bank account.
- 3.13. All bank charges, including the charges of correspondent banks and the Supplier's bank, shall be borne by the Supplier.
- 3.14. The Supplier may issue an invoice containing value added tax only if, at the time the tax liability arose, it was registered as a payer of value added tax, the Supplier incurs a tax liability in respect of the Supply, and the Supplier is the person liable to pay the value added tax. If the Supplier issues an invoice to ToMaC that includes value added tax at a time when the Supplier is not registered as a payer of value added tax, or if value added tax is charged in respect of Supply for which the Supplier incurs no tax liability or the Supplier is not the person liable to pay the value added tax, and the tax authority subsequently imposes a penalty on ToMaC in respect of value added tax deducted without entitlement, the Supplier shall, as compensation for damage, reimburse ToMaC for the additional tax and the penalty imposed, within ten (10) days after ToMaC's statement thereof is delivered to the Supplier.
- 3.15. Without ToMaC's prior written consent, the Supplier shall not assign any receivable against ToMaC arising from the Contract or otherwise dispose of it for the benefit of a third party. This prohibition shall not apply to factoring or financing expressly permitted in the Contract or by ToMaC's separate written consent, to the extent of that permission. A breach of the obligation under this clause shall constitute a material breach of the Contract.

A contractual penalty for breach of the prohibition on assignment or other disposal of a receivable shall apply only if the Contract expressly specifies its reasonable rate or amount, calculation basis and maximum amount. These GTC alone do not impose a penalty equal to the amount of the assigned receivable. This shall not affect any claim for compensation for proven damage under Article VII of the GTC.

- 3.16. The Supplier shall not be entitled to transfer to a third party any of its obligations arising from the Contract without ToMaC's prior written consent. If ToMaC's prior written consent is not granted, any such transfer of the Supplier's obligations under the Contract shall be invalid.

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## General Terms and Conditions

Edition VI | EN | Effective from 1 October 2026

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### Article IV Delivery of Goods and Performance of Works

- 4.1. The Contract or order shall specify the exact place and point of delivery, the required date and the agreed delivery term, including the applicable edition of the rules, normally Incoterms® 2020. The allocation of costs and the transfer of risk of loss or damage shall be governed by the agreed delivery term. The transfer of title shall be assessed separately under Article IX of the GTC.
- The Supplier shall notify ToMaC without delay of any risk to the delivery date, the quantity affected, the reason and the delivery recovery plan. Early, partial or excess deliveries shall require ToMaC's prior written consent.

### Article V Insurance

- 5.1. At its own expense, the Supplier shall obtain and maintain the insurance cover agreed in the Contract. The Parties shall determine the type of insurance, the minimum limit, the territorial scope and the period of cover according to the risk associated with the Supply. For series-production parts, they shall consider product liability insurance and, depending on the project, cover for recall costs; for tools entrusted to the Supplier, cover for property in the Supplier's custody. The insurance limit shall not, in itself, constitute a limit on the Supplier's contractual liability.
- 5.2. The Supplier shall provide evidence of the agreed insurance cover before commencing the Supply and, at ToMaC's request, shall promptly demonstrate that such cover remains in effect. The Supplier shall notify ToMaC without undue delay of any termination, lapse or material reduction of the cover. Failure to obtain or maintain the agreed insurance shall constitute a material breach of the Contract.

### Article VI Warranty Period and Liability for Defects

- 6.1. The Supplier provides ToMaC with a warranty as to the quality of the Supply for a warranty period of 24 months, during which the Supplier shall be liable for defects in the Supply. The Supplier warrants that, throughout the warranty period, the Supply delivered by it will be fit for the agreed purpose or, where no purpose has been agreed, for its usual purpose, and will retain the agreed properties or, where no properties have been agreed, its usual properties.
- 6.2. The warranty period shall commence on the date on which the Supply is accepted by ToMaC, unless otherwise stipulated in the Contract or by applicable law.
- For projects subject to a different customer warranty, the duration and commencement of the Supplier's warranty, including the rules governing in-service defect claims, shall be agreed separately in the Contract or the Quality Agreement. The requirement shall be provided to the Supplier before the order is accepted. A longer warranty shall not arise solely on the basis of a general reference to customer requirements.
- 6.3. The warranty period shall be suspended for any period during which ToMaC is unable to use the Supply due to defects for which the Supplier is liable.
- 6.4. The Supply shall be defective in particular where the completed Supply does not correspond to the result specified in the Contract or to the purpose for which the Supply is to be used, or does not possess the properties stipulated in the Contract or required by generally binding laws and regulations or applicable technical standards.
- 6.5. The Supplier shall be liable for defects in materials, defects caused by the manufacturer, defects caused by a Subcontractor, defects in title and any other defects in the Supply.

## General Terms and Conditions

Edition VI | EN | Effective from 1 October 2026

- 6.6. The Supplier shall be liable for defects in the Supply that exist at the time the Supply is accepted by ToMaC, even if those defects become apparent only after that time.
- 6.7. The Supplier shall also be liable for any defects arising after the Supply has been accepted by ToMaC if those defects were caused by a breach of the Supplier's obligations. This shall be without prejudice to the Supplier's liability for defects during the warranty period.
- 6.8. The Supplier shall be liable for defects in the Supply caused by unsuitable or incomplete supporting documents provided by ToMaC, and shall be released from such liability only if the Supplier notified ToMaC in writing in advance that those supporting documents were unsuitable or incomplete and, notwithstanding that notice, ToMaC insisted on their use.
- 6.9. The following shall in particular constitute a material breach of the Contract: a defect that endangers safety, statutory compliance, the agreed function or continuity of production, and any repeated serious defect. For other defects, ToMaC shall grant the Supplier a reasonable period for remedy. Remedies shall be exercised primarily in respect of the affected part of the Supply, and in respect of the Supply as a whole where the defect prevents its agreed use or fulfilment of the purpose of the Contract. Depending on the nature of the defect and subject to the conditions of the Commercial Code, ToMaC may:
- a) require the defects to be remedied by the delivery of replacement Supply in place of the defective Supply; or
  - b) require delivery of the missing Supply; or
  - c) require defects in title to be remedied; or
  - d) require the defects to be remedied free of charge by repairing the Supply, provided that the defects are repairable; or
  - e) require a reasonable reduction in the Price of the Supply; or
  - f) withdraw from the Contract.

The exercise of remedies for defects shall be without prejudice to ToMaC's claims against the Supplier for contractual penalties or damages.

- 6.10. ToMaC shall send the Supplier a written defect claim no later than 21 days after discovering the defect. In the defect claim, ToMaC shall state its requirements and its election among the remedies specified in clause 6.9 of the GTC. Depending on the circumstances and subsequent communications with the Supplier, ToMaC may, however, decide to change the remedy for the defect already elected under clause 6.9 of the GTC.
- 6.11. The Supplier shall commence addressing the defect claim without undue delay after receiving it. For series-production products, the time limits agreed in the Quality Agreement shall apply; unless otherwise agreed in writing, the Supplier shall implement immediate containment measures and submit an 8D report completed at least through and including step D3 within 24 hours after receipt of the defect claim, a cause analysis and proposal for permanent corrective actions completed through and including step D5 within ten (10) working days, and a fully closed 8D report within thirty (30) working days.

The timing of sorting, a replacement delivery or repair shall be determined according to the impact on production. For other Supply, the Supplier shall remedy the reported defect no later than five (5) calendar days after receipt of the defect claim, unless the Contract, the Quality Agreement or a subsequent written agreement provides otherwise. The Supplier shall notify ToMaC of any identified safety risk immediately, and no later than 24 hours after identifying it, even if ToMaC has not yet made a defect claim.

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## General Terms and Conditions

Edition VI | EN | Effective from 1 October 2026

- 6.12. If the Supplier fails to remedy a defect within the applicable time limit, ToMaC may, without the Supplier's consent, remedy the defect itself or arrange for its remedy by a third party and shall notify the Supplier of its decision in writing without undue delay. Where there is an imminent risk to safety or an immediate threat to production, ToMaC may, after promptly notifying the Supplier, arrange any necessary sorting, quarantine, replacement delivery or other reasonable intervention even before the period for remedy has expired. ToMaC shall preserve the available evidence and allow the Supplier to participate where the urgency of the situation permits. The Supplier shall reimburse the substantiated and reasonable costs to the extent of its liability.
- 6.13. A dispute concerning the cause of a defect or liability for it shall not delay necessary containment measures. The Parties shall conduct a joint assessment of the cause and may engage an independent expert. The Supplier shall provide the necessary cooperation, and the costs shall subsequently be allocated according to the liability demonstrated. If no agreement is reached, the dispute shall be resolved in accordance with Article XIX of the GTC.
- 6.14. Other matters relating to the warranty for the Supply and remedies for defects in the Supply shall be governed by the relevant provisions of the Commercial Code.

### Article VII Liability for Damage

- 7.1. If the Supplier causes damage to ToMaC in performing the Contract, the Supplier shall compensate ToMaC for that damage in full, including lost profit. The Supplier shall likewise compensate for any damage it causes to third parties in performing the Supply.
- 7.2. The Supplier shall be liable for damage caused by its activities in performing the Contract, by a breach of its obligations under the Contract or by a breach of obligations imposed by applicable law.
- 7.3. ToMaC shall claim compensation for damage by a written request containing a description of the obligation breached, a reference to the affected delivery, a calculation and the available documents demonstrating the damage and the causal link. The Supplier shall pay any compensation duly claimed within ten (10) days after receiving the request together with the supporting documents. The mere issue of a penalty invoice, without demonstrating the basis and extent of the claim, shall not give rise to a claim for compensation for damage.
- Costs incurred by the end customer and the costs of sorting, expedited transport, interruption of production or a recall shall be passed on to the Supplier to the substantiated extent of its liability. The same loss shall not be compensated more than once under different descriptions. The relationship between compensation for damage and a contractual penalty shall be governed by Article VIII of the GTC.
- 7.4. Neither the Supplier nor ToMaC shall be liable for damage caused by circumstances excluding liability (Section 374 of the Commercial Code).

### Article VIII Contractual Penalties

- 8.1. If the Supplier fails to meet the agreed delivery date, ToMaC may impose a contractual penalty of 0.1% of the Price, excluding VAT, of the delayed part of the Supply for each day of delay, up to a maximum of 10% of that Price. The same rule shall apply to delay in handing over documents necessary for the lawful, safe or agreed acceptance or use of the Supply. A minor formal defect in a document that does not prevent such acceptance or use shall not give rise to this penalty.
- 8.2. In the event of a defect constituting a material breach of the Contract under clause 6.9 of the GTC, ToMaC may impose a one-off contractual penalty of 1% of the Price, excluding VAT, of the affected

## General Terms and Conditions

Edition VI | EN | Effective from 1 October 2026

- defective part of the Supply. Multiple manifestations of the same defect or the same cause of a defect within a single affected delivery shall not give rise to repeated imposition of this penalty.
- 8.3. If the Supplier fails to remedy a defect within the period determined under clause 6.11 of the GTC or within a separately agreed period, ToMaC may impose a contractual penalty of 0.1% of the Price, excluding VAT, of the affected defective part of the Supply for each day of delay, up to a maximum of 10% of that Price.
- 8.4. For regularly recurring Supply, the basis for the penalty shall be the Price of the specific delayed or defective delivery. If the Supply cannot be divided into individual deliveries, the basis shall be the Price of the affected Supply for the calendar month, or for another billing period agreed in the Contract, in which the breach occurred.
- 8.5. Where the Supply is provided in parts, the penalty shall be calculated from the Price of the part to which the breach relates. It shall be calculated from the Price of the entire order only where the breach prevents the agreed use of the entire Supply. The same breach of the same obligation during the same period shall not be sanctioned more than once; where penalties overlap, the higher applicable penalty shall be imposed. The aggregate of penalties under clauses 8.1 to 8.3 in respect of the same affected part of the Supply shall not exceed 10% of its Price excluding VAT, unless the Contract expressly stipulates another reasonable rate or cap.
- 8.6. ToMaC shall impose a contractual penalty by means of a written statement of account or a penalty invoice specifying the obligation breached, the affected delivery, the basis of calculation, the rate, the period and the cap applied. A contractual penalty duly charged shall be payable within ten (10) calendar days after its delivery to the Supplier.
- 8.7. The imposition or payment of a contractual penalty shall be without prejudice to ToMaC's claim for compensation for substantiated damage to the extent exceeding the penalty imposed in respect of the same loss. The cap on a contractual penalty shall not constitute a general limitation of the Supplier's liability for damage.
- 8.8. Payment of a contractual penalty or compensation for damage shall not release the Supplier from its obligation to provide the Supply or to hand over to ToMaC the documents required under the Contract.
- 8.9. Circumstances excluding liability shall not, in themselves, release the Supplier from the obligation to pay a contractual penalty that has already accrued. When assessing delay, an extension of the deadline to the extent and for the period provided for in clause 12.4 of the GTC shall be taken into account; no delay in respect of the affected Supply shall arise during the period so extended.

### Article IX Acceptance of the Supply and Performance of Tests

- 9.1. For series-production deliveries of goods, handover and receipt shall be evidenced by a confirmed delivery note or an agreed electronic record stating the date of receipt, including where delivery is made through a carrier. For works, equipment or in cases specified in the Contract, the Supply shall be accepted under a written or agreed electronic acceptance record confirmed by both Parties (the "Acceptance Record"). For services, acceptance may also be evidenced by the documents referred to in clause 3.8(c) of the GTC.

Neither confirmation of receipt of a consignment nor payment of the Price shall constitute confirmation of full conformity with quality requirements or preclude a defect claim in respect of defects discovered subsequently. ToMaC's obligation to carry out the agreed inspection and give timely notice of defects shall remain unaffected.

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## General Terms and Conditions

Edition VI | EN | Effective from 1 October 2026

- 9.2. Each Party shall receive one counterpart of the Acceptance Record or access to its agreed electronic form. A different number of hard-copy counterparts shall be required only if specified in the Contract.
- 9.3. For works and equipment, the Supplier shall give ToMaC written notice requesting acceptance at least three (3) working days in advance, unless the Contract provides otherwise. The notice may be delivered through an agreed electronic channel. For series-production deliveries, advance notification shall be governed by the order or the Logistics Agreement.
- 9.4. No later than upon acceptance of the Supply by ToMaC, the Supplier shall hand over to ToMaC the documents required for the acceptance and use of the Supply, as well as any other documents specified in the Contract and the GTC (e.g. all declarations of conformity, reports and certificates relating to tests of equipment assembled, installed or manufactured by the Supplier), in the Slovak language at least to the extent required by applicable laws and regulations of the Slovak Republic.
- 9.5. No later than upon acceptance of the Supply by ToMaC, the Supplier shall hand over to ToMaC the operating, repair and maintenance manuals for equipment to the extent required by applicable laws and regulations of the Slovak Republic. Manuals and labels on equipment control panels must be prepared in the Slovak language.
- 9.6. Where required by applicable law or agreed in the Contract, no later than upon acceptance of the Supply by ToMaC, the Supplier shall hand over to ToMaC the relevant technical documentation, material certificates for materials used in performing the Supply and evidence of tests carried out, as well as any other documents required by generally binding laws and regulations of the Slovak Republic or by technical standards, requested by ToMaC, or customarily submitted given the nature of the Supply.
- 9.7. Before handing over the Supply, the Supplier shall carry out tests or a technical inspection (the "Tests") to the extent determined by the nature of the Supply, the technical specification, the Contract and the Quality Agreement. The Supplier shall document a successful result no later than upon handover of the Supply in the manner agreed for the relevant delivery.
- 9.8. Tests attended by ToMaC shall be required for works, equipment or wherever stipulated by the Contract. In such a case, the Supplier shall notify ToMaC of the planned place and date at least seven (7) calendar days in advance, unless the Parties agree otherwise. For ordinary series-production deliveries, ToMaC shall not be required to attend every Test unless such attendance has been separately agreed.
- 9.9. The costs associated with performing the Tests of the Supply shall be borne by the Supplier.
- 9.10. If the Tests are not performed at the agreed time due to the Supplier's fault, or if the result of a Test is unsatisfactory, the Supplier shall reimburse ToMaC for all costs and damage incurred as a result.
- 9.11. Performance of the Tests in the presence of ToMaC shall not release the Supplier from liability for defects discovered after the Supply has been accepted by ToMaC.
- 9.12. Title to goods shall pass to ToMaC upon their delivery in accordance with the Contract, unless the Contract expressly provides otherwise. The passing of the risk of loss or damage shall be assessed separately in accordance with the agreed delivery term and Article IV of the GTC. The form in which receipt is confirmed and delivery through a carrier shall not alter these rules.
- 9.13. Where a work is being carried out, the Contract shall expressly determine ownership of the work in progress and the Party bearing the risk of loss or damage until its acceptance. In the absence of a separate agreement, ownership shall be governed by the Commercial Code and the Supplier shall

## General Terms and Conditions

Edition VI | EN | Effective from 1 October 2026

bear the risk of loss or damage to the work in progress until its acceptance, even where the work is carried out on land or on premises belonging to ToMaC.

- 9.14. For an item that is subject to assembly, maintenance, repair or modification, the Supplier shall bear the risk of loss or damage from the time it takes possession of the item, and no later than the commencement of the relevant activity, until the item is handed back to ToMaC, unless the Contract provides otherwise. Title to the item shall remain unchanged.
- 9.15. Entrusted materials, tools, fixtures and documentation shall remain the property of the designated owner, being ToMaC or its customer. The Supplier shall record, label, protect and maintain them to the agreed extent. It shall not use them for any third party and, without ToMaC's prior written consent, shall not relocate them or encumber them with third-party rights. On request, the Supplier shall provide an inventory record and, following completion of the Supply, shall return them by the agreed deadline. Ownership of any newly procured tool and payment of its Price shall be specified separately in the order.
- 9.16. For development, design, software and tool manufacture, the documentation and licence to be delivered shall be agreed separately before the order is placed, to the extent necessary for the agreed use, maintenance, repair and any transfer of production. The agreement shall distinguish between the Supplier's pre-existing know-how and the results created for ToMaC, including the rights required for the end customer. Before accepting the order, the Supplier shall notify ToMaC of any restrictions arising from third-party rights and shall secure the rights required for the agreed use.

### Article X Default Interest

- 10.1. If a contractual penalty or compensation for damage is not paid by its due date, ToMaC may charge the Supplier default interest at the rate of 0.025% of the amount due for each day of delay, and the Supplier shall pay such default interest to ToMaC.
- 10.2. If an invoice for the Supply is not paid by its due date, the Supplier may charge ToMaC default interest at the rate of 0.01% of the amount due for each day of delay.

### Article XI Termination of the Contractual Relationship

- 11.1. The Parties agree that the Contract shall terminate:
- a) upon performance of the Supply and fulfilment of all contractual obligations of the Parties; or
  - b) upon expiry of the period for which the Contract was concluded; or
  - c) by written agreement of the Parties; or
  - d) by written notice of termination pursuant to clause 11.2 of the GTC; or
  - e) by written withdrawal from the Contract.
- 11.2. Unless otherwise stipulated in the Contract, ToMaC shall be entitled to terminate a Contract for recurring Supply in writing without stating a reason, on one month's notice. The notice period shall commence on the first day of the calendar month following the calendar month in which the written notice of termination was delivered to the Supplier.

Termination of a framework agreement shall not, in itself, cancel orders already accepted, unless the Parties expressly agree otherwise.

## General Terms and Conditions

Edition VI | EN | Effective from 1 October 2026

- 11.3. ToMaC shall be entitled to withdraw from the Contract with immediate effect in the following cases:
- a) the Supplier breaches its obligations under the Contract, the GTC or applicable law in a non-material manner and, despite written notice from ToMaC, fails to remedy the breach within the period for remedy specified by ToMaC, which shall not be shorter than three (3) working days after delivery of the written notice to the Supplier; or
  - b) the Supplier repeatedly (twice or more) breaches its obligations under the Contract, the GTC or applicable law; or
  - c) the Supplier materially breaches its obligations under the Contract, the GTC or applicable law, and a material breach shall include, in particular, any breach defined as such in the Contract or the GTC.
- 11.4. The following shall also constitute a material breach of the Contract by the Supplier:
- a) the Supplier acts in any manner contrary to the principles of fair commercial dealings, engages in unfair competition, acts contrary to competition law, or by its conduct damages ToMaC's reputation or legitimate interests; or
  - b) in performing the Supply for ToMaC, the Supplier breaches laws or regulations relating to occupational health and safety, fire protection or environmental protection.
- 11.5. Unless otherwise stipulated in the Contract, ToMaC shall be entitled, at its sole discretion and without stating a reason, to withdraw from a Contract for a one-off Supply.
- 11.6. Withdrawal from the Contract shall take effect on the date on which the notice of withdrawal from the Contract is delivered to the other Party, unless otherwise stipulated in the Contract.
- 11.7. Where the Contract is terminated for breach of obligations, the settlement shall be governed by the reason for termination, the extent to which the Supply is usable, the existing claims of the Parties and the Commercial Code. Within fifteen (15) days after termination, the Parties shall agree on the method of settlement; failure to reach agreement shall not deprive either Party of any statutory or contractual claims.

Where the Contract is terminated as a result of ToMaC's business decision without any breach of obligations by the Supplier, ToMaC shall pay for the Supply duly delivered, irrespective of the invoice date, and for substantiated work in progress or project materials properly procured in advance within the scope of a binding order or an approved firm order horizon. Avoided costs and the value of any demonstrable alternative use or sale shall be deducted. Upon notification of termination, the Supplier shall cease further purchases for the affected Supply and minimise costs.

The Parties shall agree on the takeover of paid-for inventory, the return of entrusted tools and data, and the cooperation required for the transfer of production. Warranties, confidentiality obligations, record-retention obligations and existing claims shall survive termination of the Contract to the extent arising from their nature, the Contract and applicable law.

## Article XII Circumstances Excluding Liability

- 12.1. A circumstance excluding liability shall mean an impediment that has arisen independently of the will of the Party subject to the obligation and prevents that Party from performing its obligation, provided that it cannot reasonably be expected that the Party could have averted or overcome the impediment or its consequences or that, at the time the obligation arose, it could have foreseen the impediment.
- 12.2. Each Party shall promptly notify the other Party in writing of the occurrence of the impediment, the affected supplies, its expected duration and the measures taken to mitigate its impact,

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Milan Tomaškovič – ToMaC, Hodruša-Hámre 133, 966 61, ID No.: 11926384, VAT ID: SK1020617147

Tomaškovič – ToMaC s. r. o., Hodruša-Hámre 824, 966 61, ID No.: 55207235, VAT ID: SK2121896546

ToMaC s. r. o., Hodruša-Hámre 824, 966 61, ID No.: 36707937, VAT ID: SK2022293911

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## General Terms and Conditions

Edition VI | EN | Effective from 1 October 2026

- including a recovery plan. It shall keep the information on the duration and impact of the impediment up to date.
- 12.3. Circumstances caused by the failure to obtain official permits, licences or similar authorisations required for the Supply shall not constitute circumstances excluding the Supplier's liability.
- A Party's own economic difficulties and an impediment arising only after the Party subject to the obligation is already in default shall not, in themselves, exclude liability.
- 12.4. The time for the Supply shall be extended only to the demonstrably affected extent and for the period during which the impediment prevents the Supply. During the interruption, ToMaC may arrange alternative supplies. The costs shall be settled according to demonstrated responsibility and the agreed terms.
- 12.5. If the impediment prevents the Supply from being carried out for at least six (6) months, either Party may withdraw from the affected part of the Contract. For supplies designated as critical in the Contract, this period shall be reduced to thirty (30) calendar days, unless the Contract specifies another period. The effect of the impediment on contractual penalties shall be assessed in accordance with Article VIII of the GTC.
- 12.6. The Supplier shall maintain an appropriate supply continuity plan covering equipment or utility failures, personnel shortages, information system outages and disruptions affecting critical Subcontractors. In the event of an interruption, it shall assist ToMaC with temporary alternative sourcing and the restoration of regular supplies.

### Article XIII Suspension of Work

- 13.1. ToMaC may instruct the Supplier in writing to suspend work on the Supply, including on repeated occasions. The Supplier shall comply with the instruction. The instruction shall specify the reason, scope, expected duration and the required safeguarding of the Supply. This Article shall apply to agreed work or works contracts; changes to series-production call-offs shall be governed by the framework agreement and the agreed firm order horizon.
- 13.2. Where the Supply comprises the execution of works or any part thereof, the Supplier shall take appropriate measures for the proper storage, preservation, protection and safeguarding of the works and, during the suspension of work on the Supply, shall protect, preserve and safeguard the works or the relevant part thereof against deterioration, destruction or damage. ToMaC shall record the instruction to suspend work on the Supply in the installation log, construction log or service log.
- 13.3. The costs of suspending the work shall be borne by the Supplier if:
- a) the suspension instruction remains in effect for no more than seven (7) days and such instructions do not exceed twenty (20) days in aggregate; or
  - b) the Supplier is responsible for the cause of the suspension.
- 13.4. If the Supplier is not responsible for the cause of the suspension and is not required to bear the costs under clause 13.3, it shall, within five (5) days of the suspension, notify ToMaC in writing of the expected amount and breakdown of reasonable costs, including the costs of storage, safeguarding work in progress and resuming the work. The Supplier shall minimise such costs. The Parties shall assess in writing the impact of the suspension on the schedule and agree reimbursement of the demonstrated reasonable costs. If they fail to agree on the amount of reimbursement, ToMaC shall pay the undisputed portion and the disputed portion shall be resolved in accordance with Article XIX of the GTC.

## General Terms and Conditions

Edition VI | EN | Effective from 1 October 2026

- 13.5. Following ToMaC's authorisation or instruction to resume the work, the Parties shall jointly inspect the Supply and determine in writing the date of resumption and the effect on the completion date, including the time objectively required for remobilisation. The Supplier shall remedy any damage to or deterioration of the Supply to the extent for which it is responsible under the agreed allocation of the risk of loss or damage or as a result of a breach of its obligations. It shall not automatically be liable for every instance of deterioration occurring during the suspension.

### Article XIV Code of Ethics

- 14.1. The Supplier shall adopt its own Code of Ethics or an equivalent formal commitment, which it shall apply in its business relationships with ToMaC.
- 14.2. That commitment shall include at least the following provisions:
- a) Commitments relating to occupational safety
  - b) Commitments relating to environmental protection
  - c) Prohibition of corruption and commitments relating to the reporting of wrongdoing
  - d) Commitments relating to the promotion of human rights
- 14.3. The Supplier shall also promote the above principles among its business partners and suppliers.

### Article XV Management System and Environmental Requirements

- 15.1. The required management system and mandatory certification shall be determined according to the type and risk of the supply and the notified customer-specific requirements. The Contract or the Quality Agreement shall specify the mandatory certificates, such as those under ISO 9001, ISO 14001 or ISO 45001, and the scope of supplies to which they apply. The Supplier shall demonstrate the current validity of the required certificates issued by the relevant accredited certification bodies and shall promptly notify any suspension, withdrawal or change in their scope. The applicable transition rules shall be observed when a new edition of a standard is issued.
- 15.2. The requirements of IATF 16949 shall apply in accordance with the applicable customer-specific requirements and the approved Supplier development plan. A TISAX assessment shall be required only for the agreed scope where it is specified for the relevant project.
- 15.3. ToMaC, its end customer and persons authorised by either of them shall be entitled, to a reasonable extent, to audit the processes, products and records relating to the supply. The Supplier shall permit an audit upon reasonable prior notice; in the event of a serious risk to safety, conformity or continuity, it shall provide prompt cooperation without the standard notice period. The timing, safety arrangements and protection of confidential information shall be coordinated so that the audit is not unreasonably obstructed. The Supplier shall flow down the relevant requirements to its Subcontractors and ensure access to the extent agreed in the Quality Agreement. This shall be without prejudice to the statutory powers of the competent authorities.
- 15.4. The Supplier shall continuously assess and monitor the impacts of climate change on its processes, products and services. The purpose is to identify potential risks and opportunities arising from the changing climate and to take appropriate measures to manage them. The Supplier should also actively contribute to reducing the environmental impacts of its activities and support sustainable business practices throughout the supply chain.
- 15.5. The requirement to use an agreed share of electricity from renewable sources from 2029 shall apply only to products and projects expressly identified in a project annex in accordance with the applicable customer-specific requirement. The annex shall specify the share of electricity from renewable sources, the manufacturing activities included, the period and the method of

Milan Tomaškovič – ToMaC, Hodruša-Hámre 133, 966 61, ID No.: 11926384, VAT ID: SK1020617147

Tomaškovič – ToMaC s. r. o., Hodruša-Hámre 824, 966 61, ID No.: 55207235, VAT ID: SK2121896546

ToMaC s. r. o., Hodruša-Hámre 824, 966 61, ID No.: 36707937, VAT ID: SK2022293911

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## General Terms and Conditions

Edition VI | EN | Effective from 1 October 2026

demonstrating compliance. If the customer-specific requirement also specifies the exclusion of nuclear energy or particular emissions criteria, the annex shall set them out separately.

For other supplies, the Supplier shall monitor energy consumption to an appropriate extent and take measures to reduce energy intensity, waste and emissions. It shall provide data to ToMaC in accordance with the scope and methodology agreed in advance.

### Article XVI Confidentiality and Non-Disclosure

- 16.1. The Supplier shall treat as confidential all non-public information obtained or created during its cooperation with ToMaC. It shall use such information solely for the performance of the Contract and disclose it only to authorised persons on a need-to-know basis. Without ToMaC's prior written consent, it shall not disclose such information to third parties, except to authorised Subcontractors bound by corresponding confidentiality obligations and in cases of mandatory disclosure under applicable law. The confidentiality obligation shall not apply to information which the Supplier demonstrates is publicly available without breach of this obligation or was obtained independently and lawfully.
- 16.2. Where information-protection requirements are prescribed by specific legislation, the Supplier shall comply with such legislation.
- 16.3. The Supplier shall implement appropriate measures to ensure the confidentiality, availability and integrity of such information, including after the end of the contractual relationship with ToMaC.
- 16.4. Specific information-protection requirements may be set out by mutual agreement in a separate contractual document.
- 16.5. The Supplier shall notify ToMaC of any security incident that may affect ToMaC or its customer without undue delay and no later than 24 hours after becoming aware of it. It shall preserve available evidence, take appropriate measures to limit the impact and assist ToMaC in remediation.
- 16.6. Upon completion of the Supply, the Supplier shall, in accordance with ToMaC's instructions, return or securely delete the data and revoke the access rights granted. It shall continue to protect records that it is required to retain under applicable law or the Contract and shall use them solely for the purpose of mandatory retention.
- 16.7. If the Supplier processes personal data on behalf of ToMaC as a processor, the Parties shall enter into an agreement pursuant to Article 28 of Regulation (EU) 2016/679 (GDPR) before the processing begins.

### Article XVII Quality Assurance

- 17.1. The Supplier shall be responsible for supplying the product in accordance with the technical specification defined by ToMaC in the purchase order or its annexes, in particular the drawings, technical specifications or other binding documentation.
- 17.2. The Supplier shall notify ToMaC in writing, before commencing performance of the Supply under the relevant purchase order, if it is unable to meet the requirements of the technical specification.
- 17.3. Where specified for the supply, the Supplier shall submit evidence of product and process qualification to the extent determined by ToMaC. Audit rights shall be governed by clause 15.3 of the GTC and the applicable Quality Agreement.
- 17.4. Requalification shall be carried out at the time and to the extent agreed in the Contract or the Quality Agreement. Supplies with specified safety, statutory, D/TLD or other special characteristics shall also be subject to the requirements of clauses 17.10 to 17.12 of the GTC.

Milan Tomaškovič – ToMaC, Hodruša-Hámre 133, 966 61, ID No.: 11926384, VAT ID: SK1020617147

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[www.tomac.sk](http://www.tomac.sk)

## General Terms and Conditions

Edition VI | EN | Effective from 1 October 2026

- 17.5. ToMaC expects the Supplier to implement a zero-defect strategy and achieve 100 % delivery performance.
- 17.6. The Supplier shall address defect claims and complaints using the 8D method within the scope and time limits set out in clause 6.11 of the GTC and the applicable edition of the Quality Agreement. Alternative time limits for individual stages shall be agreed in writing.
- 17.7. The Supplier shall declare the conformity of the supplied product with the technical specifications of the purchase order by means of an agreed document, such as a material certificate or inspection report.
- 17.8. Before implementation, the Supplier shall notify ToMaC in writing and obtain ToMaC's approval for any change to the product, material, manufacturing or inspection process, tool, equipment, relevant software, manufacturing location, packaging or Subcontractor that may affect quality, safety, conformity or traceability. Where repeat initial sampling or the end customer's approval is required, series-production deliveries shall not begin until release has been granted. The first delivery following the change shall be identified and linked to the relevant approval. Delivery under a deviation requires a concession approved in advance and limited in time and quantity in accordance with the Quality Agreement.
- 17.9. The Supplier shall flow down the requirements of this Article to its Subcontractors to the relevant extent and ensure their compliance.
- 17.10. Supplies with specified safety, statutory, D/TLD or other special characteristics shall be subject to the applicable edition of the Quality Agreement expressly incorporated into the Contract. The Supplier shall transfer those characteristics to risk analyses, control plans, work instructions and records, and shall ensure batch traceability and the flow-down of the requirements to relevant Subcontractors.
- 17.11. To the applicable extent, the Supplier shall appoint a Product Safety and Conformity Representative (PSCR), perform a D/TLD self-audit and carry out requalification at least once every twelve (12) months, unless the applicable customer-specific requirement specifies otherwise.
- 17.12. For safety-relevant parts, the Supplier shall retain records for at least fifteen (15) years after the end of series production. Other retention periods shall be governed by the Quality Agreement and any longer applicable requirements. Where a safety-related or defect-claim case remains open, the relevant records shall not be disposed of until the case has been closed and the related retention obligations have been fulfilled.

### Article XVIII Logistics

- 18.1. Delivery terms shall be agreed in accordance with Article IV of the GTC and the applicable Logistics Agreement. The agreed Incoterms® 2020 rule, or another expressly specified edition, shall determine the allocation of obligations and costs and the transfer of the risk of loss or damage in connection with transport, loading, unloading, insurance and customs clearance. The transfer of title shall be governed by Article IX of the GTC.
- 18.2. The Supplier shall be responsible for packaging that preserves the quality of the Supply and allows its safe transport, handling and storage. It shall use the agreed packaging specification appropriate to industrial parts and the conditions of transport. The Contract or the accepted quotation shall determine whether packaging costs are included in the Price or paid separately. ToMaC may refuse to accept or may return improperly packaged or labelled Supply at the Supplier's expense to the extent of the Supplier's responsibility.

## General Terms and Conditions

Edition VI | EN | Effective from 1 October 2026

The packaging, label and delivery note shall include, to the agreed extent, the purchase order number, ToMaC part designation, revision, quantity and unit, batch or heat number, and identification of the packaging unit. Depending on the nature of the Supply, the gross/net weight and use-by or expiry date shall also be stated. The information shall enable the material certificate and inspection records to be linked to the Supply. Different parts, revisions and conformity statuses shall not be mixed in an uncontrolled manner.

Before dispatch, the Supplier shall verify the actual number and identification of the loaded units against the delivery note. It shall record in the delivery note any change made during loading before the consignment is dispatched. It shall verify mandatory product markings, including the country of origin, against the drawing, purchase order and applicable requirements.

- 18.3. For returnable packaging, the Logistics Agreement or an annex thereto shall specify the type and owner of the packaging, records of receipts and issues, the method and frequency of balance confirmation, return deadlines, responsibility for cleaning and damage, and the costs of return transport. Movements of returnable packaging shall be recorded in the delivery note or another agreed document, and both receipt and return shall be acknowledged. Each Party shall keep records; the Supplier shall inventory packaging in its custody and maintain it in the agreed condition.

Loss or damage shall be charged in accordance with the agreed valuation and demonstrated responsibility. Charges for missing packaging shall be based on documented movements and agreed rules, and not solely on unilateral records.

- 18.4. Receipt of supplies by ToMaC and issue of entrusted material to the Supplier shall be governed by separate operating arrangements. For each arrangement used, the Logistics Agreement or purchase order shall specify the particular location, operating hours, contact person and handling obligations. The Supplier and the carrier shall comply with the instructions of the relevant warehouse and the applicable safety rules.

When a Supply is delivered to ToMaC, the Supplier or carrier shall present the purchase order identification and accompanying documents; receipt shall be acknowledged in accordance with clause 9.1 of the GTC. When entrusted material is issued to the Supplier, the type, quantity, identification and condition of the material handed over shall be verified and acknowledged on the issue note or delivery note. Title to and protection of entrusted material shall be governed by clause 9.15 of the GTC. The sale of goods to customers is not covered by these purchasing GTC.

### Article XIX Final Provisions

- 19.1. These GTC and the Contract have been entered into under the law of the Slovak Republic, in particular in accordance with the applicable provisions of the Commercial Code and other valid and effective generally binding legal regulations of the Slovak Republic, and both the Contract and the GTC shall be governed by the law of the Slovak Republic. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded.
- 19.2. Disputes arising out of or in connection with the Contract, including disputes concerning its validity, interpretation or termination, shall be decided by the competent courts of general jurisdiction of the Slovak Republic. Where the Supplier is established abroad, the Parties shall expressly set out their agreement on jurisdiction in the Contract in accordance with the applicable rules of international jurisdiction.
- 19.3. The Contract and the terms governing the application of the GTC may be amended or supplemented only by written agreement of both Parties. The written form requirement may also

## General Terms and Conditions

Edition VI | EN | Effective from 1 October 2026

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be satisfied by agreed electronic communication that enables the content of the agreement to be recorded and the authorised persons acting on behalf of the Parties to be identified.

- 19.4. An accepted purchase order shall be governed by the edition of the GTC agreed when the purchase order was accepted. A new edition shall apply to new purchase orders after it has been demonstrably provided to the Supplier and incorporated into the Contract. The Parties shall agree in writing any change to the terms of a Contract already entered into; publication on a website or failure to express disagreement shall not, in itself, effect such a change. A framework agreement may contain a separately agreed amendment mechanism providing for direct notice and clearly specifying the scope and effects on existing purchase orders.
- 19.5. If any provision of the GTC is or subsequently becomes invalid, the remaining provisions of the GTC shall remain in full force and effect.
- 19.6. The application of the Supplier's general terms and conditions and of any other general terms and conditions is hereby excluded unless ToMaC and the Supplier agree otherwise in writing.