

GENERAL TERMS AND CONDITIONS OF SALE

1. SCOPE OF THE GENERAL TERMS AND CONDITIONS OF SALE

These General Terms of Sale and any subsequent versions are freely accessible on the Seller's website www.corplex.com. Any order implies the unreserved acceptance of these General Terms and Conditions of Sale which prevail over all other conditions, with the exception of those which have been expressly accepted by the Seller. The sale shall be regarded as concluded on the date of the Seller's acceptance of the order. If any of these clauses become null and void, the other clauses shall remain valid.

2. DELIVERY

2.1. Unless otherwise agreed upon at the time of the order, delivery shall be regarded as made as soon as the goods are available at the Seller's premises. The Buyer shall bear the risks of the ordered goods from said delivery. The Buyer shall collect the goods on the date and at the place agreed upon for delivery. The Seller is entitled to damages for the harm it is caused by failure to remove the goods, and may either be authorised by court to leave the sold item in a given place, and pursue payment of the price, or automatically cancel the sale without warning. In the latter instance, the Buyer shall be liable to pay compensation equal to the amount of the sale price plus 10%.

2.2. Delivery times are indicative unless a firm and imperative date is agreed upon by the Seller and the Buyer. In the latter case only, the Buyer may, after formal notice, ask for the order to be cancelled for non-compliance with the shipping date, any right to compensation, penalties or order cancellation being excluded. The stated period is also automatically suspended by any event beyond the Seller's control and resulting in a delayed delivery. In any case, delivery within the deadline may only occur if the Buyer is up-to-date with all their obligations towards the Seller.

3. ACCEPTANCE

3.1. Damage related to transport. The Buyer must carry out a quantitative and qualitative inspection of the delivered goods, issue written, precise and detailed reservations if there are anomalies and record them on the transport documents. The Buyer must immediately inform the Seller if an anomaly affecting the goods is found upon receipt. If an anomaly is found by the Buyer on delivery, the Buyer shall carry out the formalities for maintaining the Seller's claims against the carrier. Insufficient or incomplete reservations render the Buyer liable.

3.2. Non conformity of goods. The Buyer must check within 30 days following receipt that the delivered goods correspond to the goods ordered and that there are no apparent defects. If no complaints or reservations are made in this respect by the Buyer within 30 day of receipt of the goods said products may no longer be returned or exchanged, pursuant according Slovak law. If the Buyer notes any apparent defects or that the delivered goods do not correspond to the ordered goods, the Seller undertakes to replace the delivered products with new products identical to the order. The costs incurred by the return and delivery of the new goods shall be borne exclusively by the Seller.

4. PRICE and PAYMENT

4.1. As our industrial manufacturing is specific to each order, our prices excluding taxes and charges for delivery of the goods, as well as any discounts are fixed by quotation. These prices are firm and final on the date the order is accepted. Any tax, levy, duty or allowance payable pursuant to the regulations in force on the date of the order shall be borne by the Buyer.

Unless otherwise stipulated, invoices are payable in full within 30 days from the invoice date and without discount.

Under no circumstances may payments owed to the Seller be suspended or subject to any reduction or set-off without the Seller's written consent.

4.2. If payment is not received by the due date, penalties equal to the European Central Bank's (ECB) according to the valid legal regulations. They shall be applied from the day following the due date for payment shown on the invoice or, failing that, on the 31st day following the date of receipt of the goods or the end of the performance of the service, as well as a lump-sum indemnity for recovery costs of 40 euros. Late payment penalties are payable without a reminder being required.

Any payment made to the Seller shall be offset against the sums due whatever the cause, starting with those with the oldest due date.

If no payment of the price has been made at its due date, the Seller may automatically cancel the sale, 2 working days after a formal notice which has remained unheeded, without prejudice to any damages that may be claimed by the Seller.

5. INVOICING

The invoice is issued by the Seller in two copies, one of which will be delivered to the Buyer once the delivery or service provision has been completed.

6. RETENTION OF OWNERSHIP AND SUBROGATION OF RECEIVABLES

6.1. **THE SELLER SHALL RETAIN OWNERSHIP OF THE GOODS IT HAS DELIVERED UNTIL THE PRICE HAS BEEN PAID IN FULL.** If payment is not made

at the latest its due date, the Seller may claim the products and cancel the sale, as specified above. These provisions do not prevent the transfer of risk for the sold products upon delivery.

6.2. The Buyer is authorised to resell the delivered goods in its normal business. However, it then assigns to the Seller all the receivables in its favour from resale to the third-party buyer (taker). The Buyer is authorised to recover its receivables, even after this assignment without the Seller's right to recover its receivables itself being affected. However, the Seller undertakes not to recover the receivables as long as the Buyer fulfils its payment obligations correctly. The Seller may require the Buyer to keep it informed of the receivables assigned to it, mention the names of the debtors as well as any information necessary for recovery, provide it with the related documents and inform the debtors of the assignment.

When the delivered goods are resold with other goods that do not belong to the Seller, or after finishing, the Buyer's claim against the third-party buyer is deemed to be assigned for the price agreed between the Seller and the Buyer. No waiver may be granted by the Seller without proof of notification to the Buyer's debtors of the Seller's capacity of subrogee for the amounts due.

7. GUARANTEE

The goods sold are covered by the legal guarantee on latent defects, according Slovak law.

8. LIABILITY

8.1. In the event of the Seller's non-performance, poor performance or incorrect performance of its obligations, the Seller's liability towards the Buyer shall be subject to the following financial limits:

- under no circumstances shall the Seller be accountable to the Buyer for any loss of profits, loss of use, loss of production, loss of contracts or for indirect or incidental damages that may be suffered by the Buyer

- the total liability of the Seller resulting in loss or damage for the Buyer shall be limited on a flat-rate basis to the repair of material and direct damage, as well as the replacement of defective quantities, and shall not exceed the amount excluding tax of the order.

The Buyer waives recourse against the Seller and its insurers beyond this ceiling, and undertakes to obtain from its insurers the same waiver of recourse.

8.2. The claim made by the Buyer does not suspend the obligation to pay for the goods concerned.

9. INDUSTRIAL AND INTELLECTUAL PROPERTY

Patents, trademarks, designs and models, copyrights, domain names, trade secrets, software, know-how or, more generally, any information subject to industrial/intellectual property rights, registered or otherwise, are and remain the exclusive property of the Seller. There is no assignment of industrial/intellectual property rights between the parties through their commercial relations. Any total or partial reproduction, modification or use of these rights for any reason whatsoever is strictly prohibited.

10. UNFORSEEABLE CIRCUMSTANCES

If an event occurs which is beyond the control of the parties jeopardising the balance of the contract to the point of making the fulfilment of the Seller's obligations detrimental to the Seller, the parties agree to negotiate an amendment to the contract in good faith. This includes the following events in particular: changes in commodity prices, changes in customs duties and taxes, changes in exchange rates, changes in legislation and changes in the Buyer's financial situation. If no agreement can be reached by the parties, the Seller shall have the right to terminate the contract by giving one month's notice.

11. TECHNICAL CLAUSES

The Seller reserves the right to change the product and its technical characteristics whilst maintaining its performance. These provisions are, in particular, part of the European directives on taking into account environmental requirements in the design and manufacture of packaging.

12. COMPLIANCE

12.1. The Buyer undertakes to comply with the provisions of law, provisions of anticorruption law.

12.2. Each party acknowledges that it acts as an independent data controller for personal data processed in connection with their commercial relations and that it must comply with its respective obligations under the GDPR Data Protection legislation (European Regulation 2016/679 of 27.04.2016).

13. ATTRIBUTION OF JURISDICTION.APPLICABLE LAW

Failing amicable agreement, any dispute shall be under the jurisdiction of the Seller's courts, which shall have sole jurisdiction, even in the case of third-party appeals or multiple respondents. The applicable law shall be Slovak law.