

# GENERAL BUSINESS TERMS AND CONDITIONS

## TESLA Blue Planet s. r. o. FOR SUPPLIERS

### 1. GENERAL PROVISIONS

- 1.1. These General Business Terms and Conditions (hereinafter also referred to as "Terms") are valid in full until the Supplier and the Customer agree otherwise in the agreement and/or in written business correspondence.
- 1.2. For the purposes of these Terms, the Customer means TESLA Blue Planet s. r. o., with its registered office at Pálenica 53/79, 033 17 Liptovský Hrádok, Slovakia, Company Identification Number: 50 475 231.
- 1.3. For the purposes of these Terms, the Supplier means a person (legal or natural, or an association of such persons with legal personality) who has concluded an agreement with the Customer or confirmed an order and who will deliver the goods or provide services.
- 1.4. The goods mean any goods, product, device or work, including its possible installation and commissioning, test operation, delivered by the Supplier to the Customer on the basis of an order or agreement concluded under the conditions specified in Article 2 of these Terms.
- 1.5. The service means any service provided by the Supplier to the Customer on the basis of an order or agreement, including assembly and/or installation and commissioning of the goods concluded under the conditions specified in Article 2 of these Terms.
- 1.6. Unless special conditions are agreed in the agreement, the Supplier is obliged to deliver the goods or to provide the service in a quality that is suitable for the purposes for which these goods or services are used.
- 1.7. If the term "Party" is used in these Terms, it means both the Customer and the Supplier.

### 2. CONCLUDING OF THE AGREEMENT

- 2.1. The legal relationship between the Supplier and the Customer arises on the basis of a written agreement or an issued order. If the term agreement is used in these Terms, it also applies to each confirmed order.
- 2.2. The order must be in writing and must specify the goods or service, or other related performances (e.g. assembly, recovery, etc.), the price, its maturity, place of delivery, and if required by the Customer also the required delivery date or duration of the service. In the order, the Customer shall provide a link to these Terms, enabling the Supplier to become familiar with these Terms, or attach the Terms as an annex to the order. By attaching the conditions as an annex to the order or providing a link, it is considered that the supplier has familiarized himself with these Terms, fully understood them and agrees with them.
- 2.3. The order becomes binding for the Customer when it is confirmed by the Supplier; if the order states a

deadline for its confirmation, it must be confirmed within this deadline. Confirmation can be made by the Supplier in writing or by e-mail to the contact details specified in the order, or in the framework agreement (or a similar legal document), if such is already concluded between the Supplier and the Customer.

- 2.4. By confirming the order between the Supplier and the Customer, an agreement is also concluded, and it is governed by the order, its confirmation and these Terms.
- 2.5. If a deadline for its confirmation was specified in the order and the order is not confirmed within this deadline, then the order will expire by the futile expiration of this period.
- 2.6. The Customer is entitled to cancel an unconfirmed order at any time, provided that the cancellation notice was sent to the Supplier before the order confirmation was delivered to the Customer.
- 2.7. Except for the cases to which the provisions of points 2.5 and 2.6 of these Terms apply, the order will also be cancelled if the Supplier does not confirm it within 30 days of its delivery.

### 3. PRICES

- 3.1. The price must always be agreed in the agreement or order, or the issued Customer's order. By concluding the agreement or confirming the order, the Supplier confirms that the goods or services are feasible for the given price.
- 3.2. If the price or part of it is to be paid after the delivery of goods, the substantive legal condition for the entitlement to the price and the issuance of the invoice is the proper delivery of goods or service without defects, in the case of commissioning its revival and meeting of the required operating parameters, which is proven by the acceptance protocol, signed by the Customer.
- 3.3. The acceptance protocol, or delivery note signed by the Customer must be attached to the Supplier's invoice.
- 3.4. The invoice must meet the requirements of a tax document.
- 3.5. In the event that, in accordance with the applicable legislation, it is possible to invoice the price in the so-called regime of transferred tax liability in connection with the value added tax, the Supplier is obliged to issue an invoice in such a regime of transferred tax liability.
- 3.6. The due date of the invoice is 60 days after delivery, unless otherwise stated in the agreement or the order.
- 3.7. All payments will be made in Euro, unless the Parties expressly agree otherwise.
- 3.8. The Customer is entitled to suspend any payments in the event that the Supplier is in arrears with meeting of his obligations, or if he has violated the

agreement or these Terms, until the reason for such suspension is removed.

#### **4. TERMS OF DELIVERY**

- 4.1. The Supplier is entitled to deliver the goods or provide services in partial deliveries (if it is possible) also before the agreed delivery time provided that the Customer agrees with such earlier term or if such partial delivery has not been excluded in advance.
- 4.2. The goods are delivered in packaging that is suitable for the agreed type of goods. The conditions of carriage shall be agreed so as not to damage the goods during transport to the agreed destination.
- 4.3. Wrapping and packaging costs are paid by the Supplier, if the goods are delivered in standard packaging (wooden pallet and fixing foil). Used packaging and fixing material will only be returned if expressly agreed.
- 4.4. The goods are considered properly delivered when they are handed over to the Customer at the place of delivery. If the Supplier is obliged to put the goods into operation, then they are considered delivered only when they are successfully put into operation and the acceptance protocol is signed by the Customer.
- 4.5. The service is considered to be properly delivered by its proper provision without defects. If the prerequisite for the successful provision of the service is the performance of inspections, tests, test operation, or the achievement of certain parameters, the service is considered to be properly provided only when such inspections, tests, test operation or the achievement of all specified parameters have been performed in full and flawlessly.
- 4.6. The Customer is entitled, at his own discretion, to take over the goods or service even if it has defects that do not prevent its use for the agreed purpose; the Customer and the Supplier write down the given defects and indicate the deadline for their removal. However, goods or services received in this way are not considered to have been properly delivered until defects are completely removed.
- 4.7. Simultaneously with the delivery of the goods or the provision of the service, the Supplier is obliged to hand over to the Customer the documentation for the given goods and services, including any manuals, warranty certificates and, depending on the type of delivery, also the documentation of the actual performance of the work. Submission of complete documentation is a condition for proper delivery.
- 4.8. The acceptance protocol must contain a specification of the goods and services, a description of the tests performed and their results, and possibly a list of defects, a deadline for their removal, and a list of submitted documentation.
- 4.9. In the event that the subject of delivery is only the delivery of goods, without assembly, tests, commissioning, only the Customer's signature on

the delivery note is sufficient to confirm the delivery.

- 4.10. Ownership of the goods passes to the Customer upon their proper delivery.
- 4.11. Risk of damage to the goods passes to the Customer upon its proper delivery.

#### **5. SUPPLIER'S OBLIGATIONS**

- 5.1. The place of delivery is specified in the agreement or the order. If the place of delivery is not specified, it is the address of the Customer.
- 5.2. In the event that the Supplier is to carry out assembly work, or tests, putting the work into operation at the place of delivery, the Supplier is obliged to:
  - 5.2.1. Properly take over the place of delivery, secure it against unauthorized access and comply with all necessary legal regulations regarding safety and health at work, fire protection and environmental protection,
  - 5.2.2. Maintain order at the place of delivery and, after the delivery of work, immediately clean and tidy the place of delivery and dispose of any waste in the manner prescribed by law,
  - 5.2.3. Report any event or accident to the Customer without any delay,
  - 5.2.4. Comply with the rules of the Customer, or the Customer's end customer regarding access to the place of delivery, including any proof of identity of persons who will enter the place of delivery,
  - 5.2.5. To carry out all work at the place of delivery in such a way that there is no disturbance of the surroundings with noise, dust, emissions above the level set by the ratio,
  - 5.2.6. To carry out all works in compliance with Customer's Occupational safety and health Plan,
  - 5.2.6. To submit to the Customer, before the execution of Supplier's performances, all licenses, certificates, or other similar documents proving Customer's capability to perform specialized activities (services),
  - 5.2.7. To prove to the Customer, before the execution of Supplier's performances, that all its employees and subcontractors properly passed the Occupational safety and health training.
- 5.3. The Supplier is obliged to keep a journal to record the assembly procedure, as well as the performance of all related activities and tests.
- 5.4. The Supplier may use subcontractors only on the condition that they are approved in advance by the Customer.
- 5.5. The Customer has the right to check the performance of the Supplier's activities at the place of delivery and compliance with the provisions of the agreement, the order and these Terms at any time.
- 5.6. The Customer must be present when performing any tests, examinations, etc.

#### **6. CHANGE OF THE SCOPE OF DELIVERY**

- 6.1. Any changes to the scope of delivery are only possible with the Customer's consent.

- 6.2. If the Supplier finds that it is necessary to carry out additional deliveries or work in order to meet the order, he does not have the right to carry out these without the prior consent of the Customer and the agreement on the price. If he nevertheless does so, he is not entitled to payment of the price of such additional work, or extra supplies.
- 6.3. The Customer is obliged to comment on the proposal for the implementation of additional works, or additional supplies within ten working days after the Supplier submitted a proposal containing the specification of these additional works, or in extra deliveries, their price, as well as dates for their implementation. If the Customer does not comment within this period, it is considered that he does not agree with the proposal.

## **7. INSURANCE**

- 7.1. The Supplier, at his own expense, will insure the goods in the amount of the price for the goods, including their transport, until the moment of proper delivery of the goods to the Customer.
- 7.2. In the event that the subject of delivery is a work, the Supplier is obliged to have, in addition to the insurance of the work itself, a liability insurance for damage to property, life and health caused to third parties as a result of the activity of the Supplier or as a result of the operation of the work. The Supplier is obliged to have such concluded during the entire period of validity of the agreement.

## **8. FORCE MAJEURE**

- 8.1. If a situation arises, which was not foreseeable at the time of concluding the agreement or order confirmation and which causes an obstacle on the part of the Supplier or Customer in meeting his contractual obligations (force majeure), the affected party is entitled to postpone the performance by the time of the obstacle and the appropriate time to start his normal operation.
- 8.2. Force majeure includes, but is not limited to, events beyond the affected party's control that originate in natural events (e.g. earthquakes, floods, volcanic eruptions, fires, tsunamis, hurricanes), wars, strikes, lockouts, civil unrest, blockades, and embargoes, terrorist attacks, epidemics, as well as acts of foreign authorities and similar events of force majeure which interfere with meeting of the affected party's contractual obligations.
- 8.3. If the force majeure obstacle lasts for more than 60 days, either Party is entitled to withdraw from the agreement.

## **9. LIABILITY FOR DEFECTS AND COMPLAINTS**

- 9.1. The Supplier is responsible for defects that the goods or services have at the time of delivery, as well as for defects that occur during the warranty period. The warranty period is 24 months, unless otherwise stipulated in the agreement between the Supplier and the Customer.
- 9.2. The Customer is obliged to complain about obvious defects in goods or services, as well as defects that

occur during the warranty period within 30 days after discovering them. If the Supplier did not provide a warranty, then in the case of hidden defects, the deadline for complaints is two years from delivery.

- 9.3. The Supplier is obliged to remove the defect within 15 days of its complaint, unless otherwise stated below.
- 9.4. In the event of a defect in a work that has been put into operation, as follows:
  - 9.4.1. If it is a defect that prevents or significantly limits the operation of the work, the Supplier is obliged to start identifying and removing the defect within 3 days of its complaint and then remove the defect in the shortest possible time, which must not be longer than 10 days from the complaint of the defect, unless the Parties agree otherwise in writing;
  - 9.4.2. In the case of other defects, the deadline under 9.3 of these Terms applies.
- 9.5. The Customer has the right to exchange or repair of goods or to a reasonable discount on the price of the goods or can withdraw from the agreement; the Customer has the right to choose. The same procedure is followed in case of defective service.
- 9.6. In the event that the Supplier does not remove the defect within the specified period, the Customer is entitled to do so himself or through a third party, and the costs of removal will then be claimed against the Supplier, who is obliged to replace them in full. The validity of the warranty is not affected by such a procedure.

## **10. LIABILITY FOR DAMAGES**

- 10.1. The Supplier acknowledges that compliance with delivery deadlines and quality is an essential fact for the Customer, also considering that such a delivery is usually part of a complex delivery for the Customer's end customer.
- 10.2. The Supplier hereby confirms that he is aware of the fact that in case of non-compliance with the delivery dates, or non-compliance with the deadlines for the removal of defects, or non-compliance with the quality of the delivery, he will be responsible for all damages, including possible damages and contractual sanctions, which for this reason will be claimed from the Customer in that case by the end customer and the Supplier undertakes to compensate the Customer in full for these damages.

## **11. CHANGES TO THE TERMS**

- 11.1. The Customer is entitled to change these Terms by publishing the change or new wording on his website [www.teslagroup.eu](http://www.teslagroup.eu) and from this moment the change is effective for all subsequent orders and purchase agreements concluded after this date.

## **12. INTELLECTUAL PROPERTY**

- 12.1. If the subject of delivery is an author's work, or goods, or a service that is protected by copyright, patent, design, utility model, or other similar

intellectual or industrial property right, at the time of delivery, the Supplier grants the Customer a license, unlimited in time and territory, enabling the Customer to use the given object of intellectual or industrial property in all ways, determined by the legal order applicable to the given object of intellectual or industrial property, as well as to grant a possible sublicense to a third party. The remuneration for this license is included in the price for delivery.

- 12.2. In the event that intellectual or industrial property is created as part of the realization of work, the customer becomes the owner of this intellectual or industrial property at the moment of delivery of the work without the need to conclude another special agreement.
- 12.3. In the event that under applicable legal regulations execution of any actions, or the signing of special agreements will be necessary for the provision of a license under 12.1 or acquisition of ownership under 12.2, the Supplier undertakes to implement these actions, or to sign agreements in such a way that the license is validly granted, or acquisition of ownership validly realized.

**13. TERMINATION OF AGREEMENT**

- 13.1. The Supplier acknowledges that compliance with deadlines is an essential condition for the Customer when concluding the agreement, or the order. In the event that the Supplier is in delay with performance under the agreement or the order for more than 15 days after the deadline, the Customer is entitled to withdraw from the agreement or the confirmed order. This does not affect the Customer's right to compensation for damage.

**14. FINAL PROVISIONS**

- 14.1. All rights and obligations of the Customer and the Supplier arising from or in connection with their contractual obligations, or their breach, termination or invalidity, which are not regulated by these Terms, are governed by the relevant provisions of legal regulations of the Slovak Republic, in particular the provisions of the Act No. 513/1991 Coll. the Commercial Code (namely the appropriate provisions on the purchase contract and the work contract depending on the nature of the delivery) and other applicable laws, regardless of the conflict of law rules.
- 14.2. The document is delivered personally, by courier, by postal service or by E-mail. In the case of delivery in person, by courier, or by postal service, the document is considered delivered on the day it is received by the addressee of the document. If the addressee refuses to accept the document, does not pick it up within the collection period specified by the sender, or if the document is returned as undeliverable for some other reason, it is considered delivered on the day it is returned to the sender. In the case of delivery by E-mail, it is considered delivered on the first working day following its sending. It is not possible to change the contract or terminate it by E-mail, unless the

document sent by E-mail is signed with a qualified electronic signature.

- 14.3. For the purposes of these Terms, working days are considered working days in the Slovak Republic.
- 14.4. Any changes to the agreement (or the order) require written form.
- 14.5. The Parties undertake to maintain confidentiality about the contractual relationship, as well as all information provided in connection with it.
- 14.6. The Customer and the Supplier undertake to resolve any disputes, disagreements or claims arising from or in connection with their contractual obligations or their breach, termination or invalidity primarily in the form of negotiations in order to avoid litigation and resolve them by mutual agreement. If the relevant parties do not reach an agreement, the dispute, disagreement or claims arising from or in connection with their contractual obligations or from their breach, termination or invalidity will be resolved before the competent court of the Slovak Republic.
- 14.7. The invalidity of any of the provisions of these Terms and conditions does not affect the validity of its other provisions. Instead of the invalid provision, the provisions of the legal regulations closest to its content and purpose shall apply.
- 14.8. These Terms may be drawn up in different language versions. In case of contradictions between the language versions, the wording of the Terms drawn up in the Slovak language is decisive.
- 14.9. The Terms take effect on 1 December 2023.

On behalf of the Supplier ..... on .....