

GENERAL TERMS AND CONDITIONS

TESLA Liptovský Hrádok, a.s.

1. General provisions

- 1.1. These general terms and conditions (hereinafter referred to as the "GTC") are valid in their entirety, unless the supplier and the customer agree otherwise in the purchase contract, framework contract, work contract, innominate contract and/or in written binding business correspondence.
- 1.2. For the purposes of these general terms and conditions, the supplier is the company TESLA Liptovský Hrádok a.s. with registered office Pálenica 53/79, 033 017 Liptovský Hrádok, ID: 00 009 687.
- 1.3. For the purposes of these general terms and conditions, the customer is a person (a legal entity or an individual, or an association of persons with legal personality) who has entered into a contractual relationship with the supplier and to whom the goods are to be delivered.
- 1.4. Under the terms, goods are understood as goods, goods delivered to the buyer on the basis of an order, a purchase contract, or a contract for a part or a contractual relationship concluded under the conditions specified in Article 2 of these general terms and conditions.
- 1.5. Documents attached to offers, such as drawings, weight data, catalogs, specifications and the like are not binding unless they are marked as the supplier.
- 1.6. Without the prior written consent of the supplier, the customer is not entitled to the rights arising from contracts concluded between suppliers and third-party suppliers.
- 1.7. If special conditions are not agreed in the contract, the supplier is obliged to deliver the goods in accordance with the requirements that are suitable for the purposes for which the goods are used.
- 1.8. **These GTC do not apply to the sale of the BESS (Battery Energy Storage) product, manufactured by the supplier.**

2. Formation of the contract

- 2.1. The legal relationship between the supplier and the customer is established on the basis of a written contract or a confirmed order.
- 2.2. The order must be in writing, or e-mail, and must specify the ordered goods, the place of delivery, as well as the desired delivery date.
- 2.3. The order becomes binding for the supplier when it is confirmed by the customers; if a deadline for its confirmation is indicated in the order, 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 contract (or similar legal document), if the information between the supplier and the customer has already been concluded.
- 2.4. The confirmation of the order between the supplier and the customer also creates a contract that fulfills the order, its confirmation and these general terms and conditions.
- 2.5. In the event of a conflict between these GTC and the provisions of a written contract or order, the written or written order shall prevail.

3. Packaging of goods

- 3.1. The goods are delivered in packaging that is suitable for the agreed type of goods. The transport conditions will be agreed in such a way that the goods are not damaged during transport to the agreed destination.
- 3.2. Used packaging and fixing material is only returned if this has been clearly stated.

4. Prices

- 4.1. The price is stated without VAT, while VAT will always be charged to it in the sense of legal regulations, unless otherwise stated further in this article. The supplier is entitled to send the invoice for the price electronically. If no specific maturity date is specified in the order or contract, the entire price is payable before the delivery of the goods. The standard maturity period is 14 days. If the customer requests a longer maturity, the supplier has the right to charge a surcharge to the price in the amount of 6% p.a.. If the supplier and the customer agree on the financing of receivables through factoring, the supplier has the right to invoice the cost of factoring to the customer.
- 4.2. Unless otherwise agreed, the supplier reserves the right to open price increase negotiations in the event that during the duration of the contract there has been an increase in the price of transportation, an increase in energy prices, tax or levy burden, or as a result of inflation.
- 4.3. The Supplier is entitled to unilaterally increase the price of the delivered Goods in the event that the prices of input materials (or any of them) have increased by more than 10% during the period from the order confirmation to the time of delivery of the Goods - in such a case, the Supplier shall notify the Customer of this fact by delivering this notification this change is effective for the customer and he undertakes to pay the increased price.
- 4.4. Delivery of goods within the EU
 - 4.4.1. The delivery of goods to another EU member state will be zero-rated (i.e. exempt from VAT with the right to reimbursement of the related input VAT) in accordance with § 43 of Slovak Act no. 222/2004 Coll. on value added tax, as amended, on the condition that the customer is registered for VAT in another EU member state.
 - 4.4.2. In the event that the transport of goods is ensured by a transport company on behalf of the customer or supplier, for the purpose of applying VAT exemption, the customer or a person authorized by the customer is obliged to confirm the receipt of the goods in another EU member state by means of a duly completed document on the transport of goods from Slovakia to another



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- member state EU (CMR consignment note, CIM consignment note, sea consignment note, bill of lading or similar transport documents). The customer undertakes to confirm the date of receipt of the goods, to indicate the name, surname and signature of the person who received the goods, and the customer's stamp on the relevant transport document and delivery note.
- 4.4.3. In case the goods are transported directly by the customer or the supplier, the confirmation of receipt of the goods by the customer or a person authorized by the customer must primarily contain (i) identification of the customer, (ii) quantity and type of goods, (iii) delivery address, (iv) date of receipt of the goods or the end of the transport to another EU member state, (v) name and surname of the driver, his signature, and (vi) license plate of the vehicle for transporting the goods. The delivery note must be similarly confirmed.
- 4.4.4. The customer undertakes to provide the supplier with a copy of the confirmed transport document in return if the customer or the supplier carried out the transport through a transport company (point 4.3.2), or a proof of acceptance of the goods (point 4.3.3) and a confirmed delivery note as stated in points 4.3.2, 4.3.3 no later than 30 days after the customer receives the goods.
- 4.4.5. If the customer does not confirm the delivery of the goods in the manner specified in points 4.3.2 to 4.3.4, the delivery of the goods cannot be considered as zero-rate delivery according to § 43 of Slovak Act no. 222/2004 Coll. on value added tax as amended. In this case, the supplier is obliged to apply Slovak VAT on the delivery of the goods, the customer agrees to pay it within three days of receiving the debit note. Furthermore, the customer agrees that for failure to fulfil the obligation consisting in the confirmation of the delivery of the goods, the customer will pay the supplier a contractual penalty in the amount equal to the possible sanction, which the supplier will be obliged to pay to the tax authority. the customer undertakes to pay the contractual fine within three days of receiving a written request from the supplier. The binding decision of the tax administrator on the imposition of a fine and/or penalty will be attached to this call. This does not affect the claim for damages.
- 4.4.6. The supplier is entitled to charge a penalty fee in the amount of EUR 100 (in the word "one hundred euros") when sending each written reminder to fulfil the obligation according to point 4.4.4, even repeatedly
- 4.5. Export of goods
- 4.5.1. The delivery of goods to a destination outside the EU is exempt from VAT with the right to apply input tax deduction according to § 47 of Act no. 222/2004 Coll. on value added tax as amended, provided that the transport is provided by the supplier or another person on behalf of the supplier. If the transport of the goods is provided by the customer or another person on his behalf to a destination outside the EU, the delivery of the goods is exempt from VAT if the customer does not have a registered office or establishment in the Slovak Republic.
- 4.5.2. For the purpose of applying VAT exemption, the customer is obliged to immediately confirm and provide a duly completed document proving the transport of goods from the Slovak Republic to a destination outside the EU and a single customs document (JCD), in which the export of the goods will be confirmed by the relevant customs authority.
- 4.5.3. The customer undertakes to immediately provide the supplier with a copy of the transport document proving the export of the goods to a destination outside the EU and the relevant uniform customs document (JCD), in which the export of the goods is confirmed by the relevant customs authority, but no later than within 30 days of receiving the goods.
- 4.5.4. If the customer does not confirm the transportation of the goods, as stated in points 4.5.2, 4.5.3, the delivery of the goods cannot be considered as zero-rate delivery according to § 47 of Slovak Act no. 222/2004 Coll. on value added tax as amended. In such a case, the customer is obliged to apply Slovak VAT to the delivery of the goods, and the customer agrees to pay it within three days of receiving the debit note. Furthermore, the customer agrees that for failure to fulfil the obligation according to points 4.5.2 and 4.5.3. shall pay the contractor a contractual penalty in an amount equal to the possible sanction that the contractor will be obliged to pay to the tax authority. the customer undertakes to pay the contractual fine within three days of receiving a written request from the supplier. The binding decision of the tax administrator on the imposition of a fine and/or penalty will be attached to this written notice.
- 4.5.5. The supplier is entitled to charge a penalty fee of EUR 100 (in the word "one hundred euro") when sending each written reminder to fulfil the obligation according to point 4.5.3., even repeatedly.
5. **Forecasts**
- 5.1. In the event that it is not a one-time delivery, but repeated deliveries (usually based on a framework contractual relationship), the supplier is entitled to demand that the customer submit to the supplier the expected scope of the required deliveries for the following calendar year (i.e. annual forecast) by the end of November at the latest of the calendar year immediately preceding the calendar year for which such a forecast is made.
- 5.2. Subsequently, the customer undertakes to deliver to the supplier an accurate forecast for the given calendar quarter (i.e. a three-month forecast), which is binding for the customer, no later than 15 days before the calendar quarter.
- 5.3. In the event that the customer violates his obligations in points 5.1. and/or 5.2. and will not provide forecasts, it is up to the supplier's decision and capacity options, to what extent and in what time periods he will deliver the goods.
- 5.4. The customer acknowledges that if he violates the three-month forecast provided by him, the supplier will suffer damage due to the unsuitability of input materials purchased on the basis of the forecast, at least in the amount of the value of these stocks, while the supplier has the right to request replacement from the customer and the customer undertakes to replace it within five days after the supplier invites him to replace it and at the same time specifies its amount.
- 5.5. In the case of the first year of the duration of the contractual relationship, i.e. the year in which the contract is concluded, the customer will provide an annual forecast when signing the contract.
6. **Safety stock**
- 6.1. If the customer requests to create a so-called safety stock (i.e. a form of security consisting of the creation of sufficient stock to ensure deliveries to the customer) and agrees with the supplier on the scope and conditions of its creation, is obliged to inform the supplier



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of this fact in the event of a required design change of the goods, termination of production of the goods or termination of the contractual relationship in such a way that the entire volume of goods in the safety stock can be delivered to the customer before the termination of the contractual relationship.

- 6.2. In the event that the customer violates his obligation according to the previous point 6.1., he is obliged to buy back from the supplier all supplies that were included in the safety stock and were not taken on the day of termination of the contractual relationship.

7. Customization of goods

- 7.1. In the event that the customer requests the production of samples of the goods that are subsequently to be the subject of deliveries, while the sample is to be made of other than standard materials used by the supplier, the customer is obliged to fully cover the costs of the production of such samples, even if finally decides not to collect the goods.
- 7.2. Reimbursement of costs according to point 7.1. it is due within five days after the supplier asked the customer to reimburse.

8. Terms of Delivery

- 8.1. The delivery of goods is governed by the "EX WORKS" clause (EXW according to Incoterms), unless otherwise agreed in the written contract or order.
- 8.2. Unless otherwise expressly agreed in the order and/or the contract, non-compliance with the delivery deadline is considered a material breach of the contract only if the delay is longer than 90 days.
- 8.3. The supplier is entitled to deliver the goods in partial deliveries with the possibility of delivering the goods even before the agreed delivery date.
- 8.4. The supplier will provide transport insurance only in case of explicit written agreement stated in the offer and/or in the contract.
- 8.5. In the case of delivery of the goods, this is considered to have been delivered upon receipt by the customer in the form of confirmation of the delivery note.

9. Payments

- 9.1. The payment can be considered paid only if the full amount due is credited to the supplier's account and this amount is fully available to the supplier.
- 9.2. In the event that the customer does not pay the amount owed within the specified time, the customer is obliged to notify the supplier of the deadline for payment of the amount owed. In case of delay, the supplier is entitled to charge the customer interest on the delay for the period from the due date of the owed amount until its full payment, in the amount of 0.05% of the owed amount for each day of delay.
- 9.3. In the event that the customer is in arrears with payment and the supplier sends the customer a reminder, he has the right to charge €10 for each reminder sent.
- 9.4. If the customer is in default in fulfilling his obligations, the supplier is entitled to suspend the further fulfilment of all orders and contracts concluded with the customer. Such suspension shall not be deemed a breach of contract.

10. Passing of Title and Risk of Damage

- 10.1. Goods supplied by the supplier remain the property of the supplier until full payment of the full price for the goods (including VAT, if applicable).
- 10.2. The risk of damage passes to the customer upon delivery of the goods.

11. Force Majeure

- 11.1. If a situation occurs that could not have been foreseen at the time of signing the contract and which causes an obstacle on the part of the supplier in the fulfilment of his contractual obligations, the supplier is entitled to postpone the performance date by the time that the obstacle lasted and by a reasonable amount of time needed to start its normal operation.
- 11.2. Force Majeure also includes events beyond the supplier's control, e.g. wars, riots, strikes, various measures of the authorities, natural disasters, delayed deliveries of materials and supplies not caused by the supplier and similar events of Force Majeure that interfere with the fulfilment of the supplier's contractual obligations.

12. Complaints

- 12.1. The supplier is responsible for defects in the goods at the time of delivery. If the supplier has provided a warranty for the goods, he is responsible for defects that occur during the warranty period.
- 12.2. The standard deadline for assessing the validity of a claim is one month after its official receipt. During this period, the supplier is obliged to inform the customer about the result of the assessment. The customer must send the complaint by mail or e-mail. In the case of defective goods, the supplier may request their shipment, or samples if the delivered goods are in large quantities. In such a case, the deadline for assessing the validity of the claim is one month from the date of receipt of the claimed goods.
- 12.3. The customer is obliged to complain about obvious defects in the goods, as well as the delivered quantity of goods, within 15 days from the delivery of the goods. In the case of hidden defects, the deadline for complaints is two years from the delivery of the goods.
- 12.4. If the defects are removable, the customer has the right to have them removed free of charge or to replace the defective goods. If there are irreparable defects, the customer has the right to exchange the goods and/or a reasonable discount on the price of the goods. In the case of a missing quantity of goods, the supplier will subsequently deliver the missing quantity and/or issue a credit note for the purchase price to the extent of the missing quantity of goods.
- 12.5. In the event of an unauthorized complaint, the customer is obliged to reimburse the supplier €30 for the costs associated with checking the validity of the complaint.



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12.6. Complaints from the customer must be settled max. within 1 month.

13. Liability for damage

- 13.1. The supplier is only liable for direct (actual) damages arising as a result of or in connection with the breach of its contractual obligations, with a limitation to the amount of the supplier's liability as set out in this article below. The supplier is not responsible for any indirect damages, lost profits, contractual penalties, loss of business opportunities, loss of good reputation, as well as for any other claims raised by third parties, or for the costs that must be incurred to eliminate the defect due to the fact that the customer (or the user of the goods, if he is a person other than the customer) has placed the goods in such a way that access to them is significantly difficult or limited.
- 13.2. The supplier and the customer hereby agree that the supplier's liability for damages under these general terms and conditions will be governed by the rules agreed in this article and will be limited to 10% of the price for the delivered goods.
- 13.3. The customer and the supplier hereby confirm that the above-mentioned limitations represent the maximum amount of possible damages that the supplier, as the obliged party, anticipated or could foresee as a possible consequence of the breach of its obligation at the time of the establishment of the contractual relationship, taking into account the facts that the supplier, as the obliged party, knew or should have known while observing professional care.
- 13.4. If the customer claims compensation for damages suffered, the official request must be sent by fax, mail, e-mail with a proper description of the violation and the requested amount of damages. The supplier will assess such a request and send an official statement to the customer as soon as possible.
- 13.5. The supplier is not responsible for damages caused by the product, especially if it is proven that:
- The product was not put into operation,
 - depending on the circumstances that preceded the occurrence of the damage, it may be assumed that the goods were not defective at the time they were put into operation, or that the lack of goods occurred later,
 - he did not produce the goods for sale or for other commercial use, nor did he distribute them for commercial sale,
 - the lack of goods is a consequence of the fulfilment of the obligation arising from the manufacturer of the goods from a generally binding legal regulation,
 - the state of scientific and technical knowledge at the time of putting the goods into operation did not allow the shortage of the goods to be detected.

14. Feedback - post-marketing services

- 14.1. The customer is obliged to provide feedback for the supplier through a satisfaction questionnaire, which will also include the possibility of feedback from end customers and end users.
- 14.2. The customer is obliged to notify the supplier of any changes in legislation regarding the relevant market on which the products are placed.
- 14.3. The Supplier is entitled to list the Customer as its reference in its promotional and marketing materials as well as on its website.

15. Changes to terms

- 15.1. The supplier is entitled to change these general terms and conditions by publishing the change or the new wording on its website, and from this moment the change is effective for all subsequent orders and contracts concluded after this date.
- 15.2. If the contracting parties have concluded a framework contract, such a change to the General Terms and Conditions is effective for all subsequent business orders after this change has been published.
- 15.3. Changes to the GTC or the new text of the GTC will be published at www.teslahh.eu.

16. Final provisions

- 16.1. The place of performance of the supplier's contractual deliveries is the supplier's registered office, unless otherwise agreed.
- 16.2. All rights and obligations of the customer and the supplier resulting from their contractual obligations, or in relation to them, or their violation, termination or invalidity not regulated by these conditions are governed by the relevant provisions of the legislation of the Slovak Republic, in particular the provisions of Act no. 513/1991 Coll. Commercial Code, as amended, and its other generally binding legal regulations, regardless of conflict of laws rules.
- 16.3. The customer and the supplier undertake to resolve any disputes, disagreements or claims arising from or related to their contractual obligations or from their violation, termination or invalidity in the first instance in the form of negotiations, in order to avoid litigation and resolve them by mutual agreement. If the relevant contractual parties do not reach an agreement, disputes, disagreements or claims arising from their contractual obligations or related to them or from their violation, termination or invalidity will be resolved before the competent court of the Slovak Republic.
- 16.4. 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 legislation with the content and purpose closest to it will be used.
- 16.5. The customer declares that he has familiarized himself with these general terms and conditions, fully understood them and agrees with them.

In Liptovský Hrádok, 05.09.22



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