

Title: GENERAL TERMS & CONDITIONS

General Terms & Conditions of Timotec Reinraumsysteme a.s.

1. Preamble. Definitions.

1.1. This document called *General Terms & Conditions* ("GTC") shall apply to business relations established between a Buyer and *Timotec Reinraumsysteme a.s.*, a company having its registered office at Vrbovská cesta 39, 921 01 Piešťany in Slovakia, Company No: 36234923, VAT ID: SK2020170306, registration in Companies Register of District Court of Trnava, File No. 10134/T, Section Sa ("TIMOTEC").

1.2. "**Buyer**" shall be any legal entity or single entrepreneur with whom TIMOTEC has entered, under this GTC, into a business relationship ("**Buyer**") for the purpose of manufacture and supply of goods and services provided by TIMOTEC.

1.3. "**Business relationship**" is understood as a delivery of goods or services by TIMOTEC to Buyer.

1.4. "Purchase Order" shall be a unilateral legal act of Buyer, whereby the Buyer orders goods/services from TIMOTEC and such purchase order is made in accordance with the Slovak Commercial Code.

1.5. "**Goods**" shall be understood and mean an item that is manufactured or purchased by TIMOTEC in order to fulfil the Buyer's Purchase Order ("**Works**", "**Goods**", or "**Products**").

1.6. "**Service**" shall mean any work specified and provided by TIMOTEC, including materials used.

1.7. "**Delivery Note**" shall be a document confirming a duly made handover and acceptance of ordered goods/services between TIMOTEC and Buyer.

1.8. "**Acceptance Protocol**" shall be a document confirming a duly made handover and acceptance of product between TIMOTEC and Buyer.

1.9. "**Complaint**" shall be a written legal act of Buyer to exercise Buyer's rights relating to liability for defects or quality guarantees and such complaint is made under TIMOTEC's complaint procedure specified in Article 10 hereof.

2. Effectiveness. Purpose.

2.1. This GTC shall apply to all business relationships made between TIMOTEC and Buyer, unless otherwise agreed by written contract (Works Contract, Master Contract, Purchase Order, etc.). Specific contract provisions shall take precedence over this GTC.

Under this GTC, a contract shall be deemed concluded on a date when contract parties sign a written purchase contract, or on a date when a purchase order is confirmed by TIMOTEC.

2.2. The purpose of this GTC is to specify terms relating to production, delivery, payment and price under which TIMOTEC manufactures and delivers products or goods or provide services to Buyer based on a contract, or based on Buyer's purchase order.

2.3. TIMOTEC may from time to time unilaterally amend this GTC, but shall be also obliged to immediately notify Buyer thereof in a letter or electronically (by e-mail). TIMOTEC shall publish such amended version of GTC on www.forclean.sk.

2.4. Business relationship between TIMOTEC and Buyer shall be governed by a version of GTC that was in effect upon establishment of such business relationship.

2.5. Buyer shall have the right to reject amended GTC and discuss in writing possible modifications thereof, or Buyer may terminate the contract.

2.6. Buyer, by a purchase order, acknowledges and confirms information contained in this GTC.

Timotec Reinraumsysteme a.s., Vrbovská cesta 39, 921 01 Piešťany

Published by: Ing. Ján Helbich Publication date: 01.09.2025

1/8

Revision: 0

Title: GENERAL TERMS & CONDITIONS

2.7. If any provision contained herein becomes invalid or ineffective in any respect under applicable law, this shall not affect the validity, effectiveness or legal integrity of the other provisions.

2.8. This GTC shall be effective from 01 September 2025

3. Performance. Purchase Order.

3.1. Parties shall establish their relationship at the moment when a Buyer's purchase order is sent to TIMOTEC's e-mail at obchod-sk@timotec.eu or to other email address of sales department.

3.2. TIMOTEC shall manufacture goods - products as per request made in each of Buyer's written purchase orders and as per TIMOTEC's price quote (Price Quote), according to production documents or drawings.

3.3. All price calculations of TIMOTEC shall be made in relation to each of Buyer's purchase orders, measurements (specifications), drawing documentation or other production documentation.

3.4. Buyer may make multiple purchase orders at the same time, subject to written confirmation of TIMOTEC. Each purchase order shall be deemed a single contractual relationship independent of other purchase orders.

3.5. Purchase order shall contain:

- Purchase order number;
- Buyer's identification (company name and other information from Companies Register such as company registered office, company number, VAT ID, e-mail address, phone number, bank account);
- Full product specifications (e.g. drawing documentation – which shall be attached to purchase order);
- Number of Price quote;
- Place and method of delivery;
- Required delivery date;
- Required underlying documentation;
- Required packaging;
- Date of purchase order;
- Buyer's authorized person in charge of purchase orders and collection/acceptance of goods;
- Buyer's authorized person signature.

3.6. Receipt of purchase order shall be notified and confirmed by TIMOTEC in writing by e-mail within **five (5) days** of receipt of such purchase order. If not confirmed, the purchase order shall be deemed NOT accepted. All delivery dates must be duly confirmed in writing by TIMOTEC, otherwise any such unconfirmed delivery date shall NOT be binding.

3.7. Purchase orders made by Buyer shall be binding.

3.8. In case where Buyer requests issuance from TIMOTEC of special certificates, protocol tests, attestations, declarations of conformity, or other written declarations in relation to product properties ("**Product Certificates**"), Buyer must make such request in writing on or before the purchase order. Any such Buyer's request made at a later time, or made after purchase order is confirmed, shall relieve TIMOTEC from obligation to provide Product Certificates. In such a case, TIMOTEC's obligation to duly perform and deliver shall be deemed fulfilled even without issuance of Product Certificates.

3.9. In case of unclear specification of goods ordered by the Buyer, TIMOTEC shall use workmanship of usual standard, which shall be deemed sufficient.

4. Buyer's Cooperation. Buyer's Obligations.

Buyer shall provide cooperation to TIMOTEC and shall:

4.1. Provide valid documentation and complete product specification included with Buyer's purchase order, which shall be binding;

Title: GENERAL TERMS & CONDITIONS

4.2. Provide additional approvals or comment on respective production documentation if requested by TIMOTEC (unless such request is made by Buyer) no later than the date set by TIMOTEC;

4.3. Buyer shall be obliged to collect goods and pay for goods as agreed and confirmed in the purchase order, unless payment was due before collection of goods;

4.4. In case where goods are exported to other EU countries, Buyer shall send to TIMOTEC a written confirmation of receipt of goods (either confirmed by Buyer or Buyer's authorized person) no later than 3 days of such receipt. Such confirmation must include: company name and registered office; quantity and type of goods; place and date of transport destination; driver's name and surname; driver's signature; vehicle registration number; items of transported goods. In case where such confirmation (duly signed) is made by email within 3 days as specified above, Buyer shall also send the original of such confirmation by post within 14 days of receipt of goods.

5. Product Price. Permitted Lowest Purchase Order Amount.

5.1. For goods pursuant to Article 3 herein, the Buyer shall pay to TIMOTEC the agreed purchase price determined for each and every purchase order that was confirmed by TIMOTEC.

5.2. Purchase price is set as per FCA INCOTERMS® 2020 and includes packaging (but not cargo pallets), unless otherwise agreed.

5.3. Permitted lowest purchase order amount shall be no less than EUR 150 excluding VAT. In case where a purchase order is of less than the said amount, TIMOTEC may charge an administrative fee of EUR 100 excluding VAT on top of the price of products/service.

6. Return of Cargo Pallets.

6.1. TIMOTEC delivers goods on wooden cargo pallets, which may be returned and bought back by TIMOTEC provided such cargo pallets are clean, free of damage and breaks.

6.2. Cargo pallets shall be billed as separate items.

6.3. Any cargo pallets brought by Buyer back to TIMOTEC's business site shall be inspected in terms of quantity and quality. TIMOTEC shall then issue cargo pallet return slip, which shall indicate those returned cargo pallets that were accepted by TIMOTEC. TIMOTEC shall issue a credit note of 80% of billed amount of each cargo pallet accepted by TIMOTEC. The difference between originally billed amount and repurchase (buy-back) amount is due to wear and tear. TIMOTEC shall have the right not to accept those cargo pallets that are returned unclean or damaged.

6.4. All cargo pallets subject to return must belong to TIMOTEC (as per delivery note). All cargo pallets may be returned to TIMOTEC anytime during 12 months from date of delivery. Buyer should inspect all cargo pallets upon receipt of goods and report found defects, if any.

7. Performance Date.

7.1. In case where the Buyer promised to provide cooperation (e.g. pay deposit, supplement documents, **approve documentation**, provide materials or parts, etc.), performance date relies on Buyer's timely fulfillment of obligations in respect of such cooperation. If cooperation is not provided timely, TIMOTEC shall have the right to set a new performance (delivery) date with regard to production capacities. Any such right pursued by TIMOTEC shall NOT be deemed a default in performance nor it shall constitute grounds for withdrawal from contract.

7.2. TIMOTEC's obligation to deliver goods shall be deemed fulfilled on the day when TIMOTEC notifies Buyer of goods readiness. Where a delivery date was set by a contract, TIMOTEC shall have the right to deliver anytime until such delivery date comes.

7.3. TIMOTEC shall notify Buyer in writing/email or by telephone of goods readiness.

Title: GENERAL TERMS & CONDITIONS

7.4. In case where the Buyer fails to collect goods after 15 days from the original delivery date, TIMOTEC shall have the right to charge storage costs or to arrange for a third-party storage. Any such storage costs shall be borne by Buyer and TIMOTEC shall have the right to have any such costs reimbursed by Buyer. TIMOTEC shall notify Buyer in writing of such third-party storage.

7.5. TIMOTEC shall have the right to suspend delivery of goods to Buyer until all due obligations of Buyer have been paid to TIMOTEC. Any such suspended delivery of goods shall NOT be deemed a default in performance nor it shall constitute grounds for withdrawal from contract.

7.6. Buyer shall hold TIMOTEC harmless in respect of damages or claims from delayed delivery of goods, if such delay was caused by circumstances beyond TIMOTEC's or TIMOTEC supplier's control.

8. Delivery Terms.

8.1. TIMOTEC shall deliver goods according to FCA INCOTERMS® 2020 at the following place of delivery: Timotec Reinraumsysteme a.s., Vrbovská cesta 39, Piešťany, Slovakia, unless otherwise agreed.

8.2. TIMOTEC is deemed to have duly performed and delivered goods, and Buyer is deemed to have duly accepted and collected goods, at the moment when TIMOTEC allows Buyer to handle goods at the said place of delivery -- i.e. at the moment when goods is handed over for transportation by the carrier arranged by the Buyer.

8.3. TIMOTEC shall deliver goods together with a delivery note or a cargo note. Delivery note shall contain: designation and quantity of goods; purchase order number. Buyer shall be obliged to confirm receipt of goods (or cargo pallets with goods) and indicate the same on a delivery note. Such indication shall include a vehicle registration number; recipient's name and signature (in a legible way).

8.4. TIMOTEC reserves the right to partial delivery and the Buyer shall accept such partial delivery, provided that TIMOTEC has informed the Buyer thereof in advance.

8.5. If case where the Buyer fails to arrange for transportation of goods from the place of delivery and upon delivery date, the goods shall be deemed to have been accepted by the Buyer upon expiry of the agreed delivery date. TIMOTEC shall have no obligations in regards to shipment of goods.

8.6. Upon receipt of goods by the Buyer, the Buyer is obliged to immediately inspect goods for completeness and quality.

8.7. Upon receipt of goods by the Buyer, any risk of loss, destruction or damage is passed onto the Buyer. The same shall apply in cases where the Buyer fails to collect goods and TIMOTEC arranges for a storage of goods pursuant to Article 7.4 hereof.

9. Payment Method. Payment Due Date.

9.1. TIMOTEC shall have the right to bill also partial performance and the Buyer is obliged to pay such bill by the payment due date.

9.2. TIMOTEC shall have the payment due date for Buyer specified in the price quote. In case of advance payment bills, these shall be settled in the final bill. The Buyer's obligation to pay is deemed to have been fulfilled at the moment when the full bill amount is credited to TIMOTEC's bank account, or when the full bill amount is paid in cash.

9.3. In case where the Buyer fails to collect goods within a specified delivery date confirmed by TIMOTEC in the purchase order, TIMOTEC shall have the right to bill the Buyer for full price of goods thereafter.

9.4. All ownership rights to goods shall be acquired by the Buyer subject to full payment to TIMOTEC of billed amount.

9.5. Buyer shall have no right to withhold payments or reduce payments due to alleged counterclaims. Buyer shall also have no right to settle obligations towards TIMOTEC through Buyer's third-party claims or by offsetting own claims, unless such has been agreed in writing with TIMOTEC in advance.

Title: GENERAL TERMS & CONDITIONS

9.6. In case where the Buyer makes changes to or cancellation (full or partial) of their purchase order, the Buyer shall be obliged to pay to TIMOTEC all costs relating to order fulfilment, ordered materials and other deliveries.

10. Warranty. Complaints.

10.1. TIMOTEC shall provide a warranty period of 24 months for goods manufactured by TIMOTEC. Warranty period shall start running upon acceptance of goods by the Buyer. The warranty period for purchased goods, used material and mechanically stressed components shall be provided for such time as declared by the manufacturer. TIMOTEC shall provide a warranty period in respect of untroubled removal of the protective foil from goods for a period of six (6) months from the acceptance of goods.

10.2. Buyer shall be obliged to inspect goods upon acceptance and check goods for completeness, quality of work and mechanical damage. If the Buyer finds any defective goods, incomplete delivery or other non-compliance being at odds with the purchase order, Buyer is obliged to inform TIMOTEC of such findings and file complaint in writing no later than 3 days following the acceptance of goods. Otherwise, TIMOTEC reserves the right NOT to accept the Buyer's complaint of non-compliance.

10.3. Complaint must be filed in writing immediately after defect is found. Complaint shall be sent to claims-sk@timotec.eu, or filed with TIMOTEC sales department. Under ideal circumstances, defective goods shall be delivered and brought directly to TIMOTEC.

10.4. Complaint must contain:

a) Product identification:

- product name;
- delivery note number and date of issue;
- purchase order number/works contract number;
- a copy of payment receipt.

b) Description and pictures of defective goods:

- detailed picture of the defect;
- general picture of goods;
- positioning of defect in respect to the goods and their location;
- scope of defect in respect to delivered quantity.

c) Proposed remedy – provide estimate amount of damage;

d) Opinion on whether such defect may trigger further damage;

e) Request for replacement of goods;

f) Proposed inspection date in respect of defective goods (if any such inspection is necessary or requested).

10.5. Complaint shall be assessed based on the following:

- All components that are subject of complaint must be physically documented. Upon TIMOTEC's request, Buyer shall provide access for authorized person of TIMOTEC to inspect location where the delivered goods is installed; in certain cases, a photo documentation will suffice.
- In case of mechanical damage of goods, pictures must be taken and they must show:
 - a) undamaged packaging of goods that are subject of complaint;
 - b) a general picture of loading site prior to unloading of goods from vehicle, including the vehicle registration number;
 - c) a record of transportation, signed with the carrier (into CMR, DL).
- compliance of storage and maintenance as recommended by TIMOTEC, or as specified in the manual of instructions, if any.
- All goods or their parts that are subject of a complaint may not be used, resold, processed, altered or otherwise modified by the Buyer until the complaint is resolved. In case of transfer of ownership of items that are subject of a complaint, the Buyer loses the right to raise a complaint against TIMOTEC in respect of liability for defects.

10.6. Buyer shall be entitled to seek remedy of defect specified in the complaint as follows:

- seek remedy by repair of goods, provided such defects are repairable;
- seek remedy by replacement of goods, or by supply of missing goods;

Timotec Reinraumsysteme a.s., Vrbovska cesta 39, 921 01 Piešťany

Title: GENERAL TERMS & CONDITIONS

- seek remedy by reasonable rebate from the purchase price.

Buyer may not modify complaint made without TIMOTEC's consent.

10.7. TIMOTEC shall be obliged to remedy any legitimate defects by replacement, credit note, or other agreed upon method. In case of natural persons, complaint shall be handled at no later than 30 days from the receipt of complaint. In case of legal entities, complaint shall be handled within period determined on a case by case basis. Any other claims, especially claims relating to indirect and consequential damages, are excluded from liability for defects.

10.8. TIMOTEC shall be obliged to remedy legitimate defects free of charge. Defects clearly caused by TIMOTEC's fault shall be the only defects deemed legitimate.

10.9. In respect of defective goods, Buyer shall take every measure to avert or mitigate damage or worsening of the defect.

10.10. In case where the complaint is found unfounded or unjustified, Buyer shall be notified of reasons thereof. TIMOTEC shall have the right to seek reimbursement from Buyer for costs incurred in relation to Buyer's unjustified complaint.

10.11. Complaint is deemed unjustified in the following cases:

- Goods were placed on or stored in an unsuitable location (humidity, strong sunlight, unsuitable environment; some surface-treated goods must have a weather proof storage);
- Surface-treated goods must not be stored in foils in adverse environments (sunlight, humidity, wet environments)
- Neglect of good care, improper treatment or unprofessional handling of goods by the user or other persons;
- Improper transportation or handling of goods;
- Use of goods for a purpose other than those in purchase order or declared by TIMOTEC;
- Buyer's failure to disclose significant circumstances having direct impact on functionality, production technology;
- Negligence or intentional damage or destruction of goods;
- Occurrence of an unpreventable situation of "force majeure" or "Act of God";
- Other causes beyond TIMOTEC's control;
- Failure to perform regular service inspections that could have prevented the defect.

10.12. In the event of a repair of defect, the warranty period shall be extended by the time necessary to handle the complaint. In the event of a replacement of goods, the new warranty period begins to run on the date of delivery/acceptance of the replacement goods.

10.13. TIMOTEC shall be liable for damage clearly caused by TIMOTEC's breach of obligations, but only up to a value equal to the purchase price of the complained goods.

10.14. Any damage occurring to goods after the risk was passed onto the Buyer, or any Buyer's complaint filed with TIMOTEC, shall not affect the Buyer's obligation to pay for goods.

11. Contractual Penalties. Default Interest.

11.1. In case of TIMOTEC's default, the Buyer shall be entitled to a default interest of 0.05% of the price of undelivered goods for each day of default, but not more than 10% of the price of goods. This provision shall not apply to defaults caused by the Buyer's lack of cooperation described in Article 4 hereof.

11.2. In case of Buyer's default in respect of advance bill payment or final bill payment, TIMOTEC shall be entitled to a default interest of 0.05% of the unpaid sum for each day of default.

Title: GENERAL TERMS & CONDITIONS

11.3. In case of Buyer's delay in collection of goods for over 15 days, TIMOTEC shall have the right to charge a storage fee of 0.05% of the price of uncollected goods for each day of delay. In case where goods are put in a third-party storage, TIMOTEC shall have the right to have all storage costs reimbursed by the Buyer.

12. Special Provisions.

12.1. TIMOTEC may delegate performance and engage another person or entity, subject to a condition that any such another person or entity must perform solely by itself.

12.2. All drawing documentation provided by Buyer is proprietary, and TIMOTEC shall not publish non-standard design solutions or use them for other purposes.

12.3. Buyer shall have the right to inspect the TIMOTEC's performance. Buyer shall inform of date of inspection in writing/by email 3 days in advance.

12.4 Buyer understands that any unauthorized use or misuse of TIMOTEC's drawing documentation is strictly prohibited and any breach thereof shall be deemed an infringement of owner's rights subject to discretionary legal claims.

12.5. In respect of damages and cost-related claims, the Parties shall be governed by the provisions of Sections 373 - 386 of the Slovak Commercial Code.

13. Contract Withdrawal. Purchase Order Withdrawal.

13.1. Contract withdrawal is governed by Sections 344 - 351 of the Slovak Commercial Code. In the event of a withdrawal, the withdrawing Party shall provide an additional reasonable period for other Party to perform and shall warn the other Party of potential withdrawal in case such additional reasonable period lapses in vain.

13.2. TIMOTEC shall have the right to withdraw from contract in the event of bankruptcy proceedings against the Buyer's assets, or Buyer's liquidation.

13.3. Contract withdrawal shall be effective upon delivery by one Party to the other Party of a written notice of withdrawal. The Parties have agreed that any such notice of withdrawal shall be sent by registered post to the Party's registered office as shown in the Companies Register.

14. Force Majeure Clause

14.1. The Parties shall not be liable for consequences of "force majeure" or "Act of God", such as natural disasters, civil unrest, fire, or any circumstances beyond the Parties' control, that may fully or partially disrupt any fulfillment of the Parties' obligations and such circumstances were impossible to avert despite Parties' best efforts. The Party invoking a "force majeure" clause shall inform the other Party of all events resulting from such circumstances. In case where the "force majeure" has occurred, all services or performance shall be suspended for the duration of "force majeure" and for a reasonable time period not exceeding one (1) month after which the performance shall be resumed.

15. Data Protection.

15.1. Information regarding data protection can be found on the website. Please, navigate to section called [Personal Data Protection](#).

16. Marketing communication

Title: GENERAL TERMS & CONDITIONS

16.1. By signing the purchase contract, the Buyer gives consent to TIMOTEC that TIMOTEC may send to Buyer marketing, advertising and other information or announcements, all of a commercial nature both in paper and electronic form.

17. Non-Disclosure.

17.1. The Parties shall observe confidentiality in respect of any non-public information they have learnt of in connection with the performance of purchase contract. Parties shall also ensure that confidentiality is observed by other parties who might be engaged in connection with the performance of purchase contract. The content of this contract is also considered confidential.

18. Closing Provisions.

18.1. The Parties have agreed that all arrangements arising from this business relationship and under this GTC are governed by the laws of the Slovak Republic.

18.2. Relations between the Parties not expressly regulated herein are governed by the respective provisions of the Slovak Commercial Code and other regulations. All contractual relations with natural persons -- non-entrepreneurs -- are governed by the Slovak Civil Code and the Slovak Consumer Protection Act.

18.3. Any disputes arising from business relations shall be resolved primarily by agreement between the statutory representatives of both Parties.

18.4. The Parties shall immediately inform each other of any changes in their affairs (business name, registered office, company number, etc.), telephone, fax or e-mail contact or facts relevant for this business relation (e.g. liquidation, bankruptcy, etc.).

18.5. The Parties agree that all written notices and documents hereunder shall be delivered by registered post to the Party's address specified at the top of the purchase order, or shall be delivered in person. In a case where one Party refuses to accept a registered post or a personally delivered post, or when a registered post is returned back to sender as "undelivered" or marked as "addressee unknown", the mail/document shall be deemed to have been delivered on the third (3) day after it was tendered.

In Piešťany, 01 September 2025