

## General Terms and Conditions

### 1. General

These General Terms and Conditions of Delivery are binding. Any terms and conditions specified by the Customer (hereinafter referred to as "Customer") that are in conflict with these General Terms and Conditions of Delivery shall only apply if they are expressly accepted in writing by Komax Slovakia.

A contract is deemed to be concluded between Komax Slovakia and the Customer when the Customer receives written confirmation of an order.

Any agreements and legally relevant statements of the Parties must be in writing in order to be effective. Any statements in text form that are transmitted or recorded on electronic media shall be equivalent to written statements, unless otherwise agreed.

Unless otherwise agreed, the place of performance of any obligations arising from the contractual relationship is the registered office of Komax Slovakia.

If any provision of these General Terms and Conditions of Delivery proves to be invalid in whole or in part, the Parties shall jointly seek to find a solution that has legal and economic effects as similar as possible to the invalid provision.

### 2. Scope of Delivery of Goods and Services

The scope of delivery of goods and services by Komax Slovakia is fully specified in a quotation and/or order confirmation and any attachments thereto and/or in the documentation to which reference is made. Goods and/or services not specified therein may be invoiced to the Customer additionally if they are necessary for the performance of a contract.

Komax Slovakia is entitled to make any changes that lead to improvements, provided that such changes do not result in a price increase.

If Komax Slovakia provides technical consulting or acts in a consulting capacity and such information or consulting does not fall within contractual obligations, such services are provided free of charge and without any liability.

### 3. Quotations and Technical Documents

Unless otherwise agreed, brochures and catalogues are not binding. Information provided in technical documents is binding only to the extent expressly stated. Komax Slovakia reserves the right to change information in technical documentation at any time.

All quotations are confidential. It may only be disclosed to those who use it.

Each Party shall retain all rights to technical documents – such as drawings, designs, wiring diagrams and cost estimates – that it provides to the other Party. The Party receiving such documents acknowledges these rights and shall not disclose such documents, in whole or in part, to any third party or use them for purposes other than those for which they were provided, without the prior written consent of the other Party. At the request of Komax Slovakia, these documents must be returned if the associated orders are not completed.

### 4. Regulations in Force in the Country of Delivery and Safety Equipment

The Customer is obliged to notify Komax Slovakia of the standards and regulations applicable to the delivery of goods and services, to the operation of the plant and to the health and safety of the personnel at the time of placing the order at the latest.

Unless otherwise agreed, the delivered goods and services must comply with the standards and regulations of Komax Slovakia.

## 5. Prices

Unless otherwise agreed, all prices shall be deemed to be exclusive of VAT, FCA Bratislava, according to Incoterms 2020, excluding packaging, in EUR.

Any additional charges such as, but not limited to, transport, insurance, packaging, export, transit, import and other permit fees, as well as authorisation fees, shall be borne by the Customer. The Customer shall likewise bear all taxes, fees, levies, duties and the like which are levied as a result of or in connection with the contract, or shall be recharged by Komax Slovakia by providing reasonable evidence if Komax Slovakia is liable for them. Any shipping costs (including packaging, transport and insurance) are stated in the invoice.

Komax Slovakia reserves the right to adjust prices if wage rates or raw material prices differ between the submission of the quotation and the contractually agreed performance.

In addition, a reasonable price adjustment shall be applied if:

- the delivery period is extended for any reason specified in these General Terms and Conditions of Delivery, or
- the nature or quantity of the agreed goods or services to be delivered has changed, or
- the material or workmanship of the work is altered because the documents supplied by the Customer do not correspond to reality or are incomplete.

## 6. Payment Conditions

The Customer shall make payments to Komax Slovakia according to the agreed payment conditions, without any deduction for cash discount, expenses, taxes, levies, fees, duties, etc. Deviations from the above must be agreed in writing.

Unless otherwise stated in the order confirmation, payment is due within 14 days of the date of invoice.

Offsetting against the Customer's claims or withholding of payments due to such claims is not permitted unless agreed in advance with Komax Slovakia.

The payment obligation shall be deemed to be fulfilled when Komax Slovakia is credited with the relevant amount.

Payment dates will also be observed if the transport, delivery, assembly, commissioning or acceptance of the delivery of goods or services is delayed or prevented for reasons for which Komax Slovakia is not responsible, or if non-essential parts are missing, or if reworking is necessary which does not prevent the use of the delivered goods.

If an advance payment or contractually agreed security is not provided in accordance with the conditions of the contract, Komax Slovakia may comply with or terminate the contract and in either case is entitled to claim damages.

If the Customer is in default of payment for any reason, or if Komax Slovakia seriously fears that it will not receive payment in full or on time due to circumstances that have arisen since the conclusion of the contract, Komax Slovakia shall, without limiting its rights under the law, be entitled to refuse further performance of the contract and to retain the goods ready for shipment until new payment and delivery conditions agreed and satisfactory guarantee is provided to Komax Slovakia.

If such an agreement cannot be reached within a reasonable period, or if Komax Slovakia is not provided with an adequate guarantee, Komax Slovakia shall be entitled to terminate the contract and claim damages.

If the Customer fails to meet the agreed due dates, the Customer shall be liable, without notice, for interest with effect from the agreed due date for payment at a rate determined by the conditions applicable at the Customer's location, but not less than 4 percent above the current ECB 3-month average interest rate. The right to claim further damages is reserved.

## 7. Retention of Ownership

Komax Slovakia shall remain the owner of all deliveries of goods with the right of revocation until full payment is received in accordance with the contract. Komax Slovakia is entitled to order the corresponding entry in the relevant register of ownership retention.

The Customer is obliged to cooperate in any measures necessary to protect the goods of Komax Slovakia. In particular, the Customer authorises Komax Slovakia, upon conclusion of the contract, to enter or submit a retention of ownership notice in the required form for public registers, books or similar records, all in accordance with the relevant national laws, and to complete all relevant procedures at the Customer's expense.

During the period of retention of ownership, the Customer is obliged to maintain the delivered goods at his own expense in accordance with the relevant operating instructions and in agreement with Komax Slovakia and to insure them for Komax Slovakia against theft, breakdown, fire, water and other risks. Further, he shall take all measures to ensure that Komax Slovakia is not affected in any way.

## 8. Delivery Period

The delivery period shall commence as soon as a contract is concluded in accordance with these General Terms and Conditions of Delivery, after all official procedures have been completed, such as, inter alia, import, export, transit and payment authorisations, payments due with the order, agreed guarantees and technical specifications. The delivery period shall be deemed to have been complied with if, by its expiry, notification is sent to the Customer that the deliveries are ready for dispatch. If the delivery period is fixed, it ends on last day of the delivery period.

Compliance with the delivery period is conditional upon the Customer's fulfilment of the contractual obligations.

The delivery period shall be extended accordingly:

- if the information required by Komax Slovakia for the performance of the contract is not delivered in full and on time, or if the Customer subsequently changes this information, thereby delaying the delivery of goods or services;
- if there are obstacles that Komax Slovakia cannot prevent despite the exercise of due diligence. Such obstacles include, but are not limited to, epidemics, pandemics, mobilisation, war, revolution, serious disruption of work, accidents, labour conflicts, late or insufficient delivery of raw materials, semi-finished or finished products, important workpieces, scrapping, measures taken by authorities or negligence by any governmental or public authorities, natural disasters, shortage of resources and materials. In such a situation Komax Slovakia is not liable for any damages;
- if the Customer or any third party is in delay with the performance of the work to be performed or with its fulfilment of its contractual obligations, in particular if the Customer fails to comply with the payment conditions.

Any costs for which Komax Slovakia is not responsible and which are incurred by extending the delivery period are be invoiced to the Customer.

### Delay

Komax Slovakia shall only be in delay upon written notice to the Customer stating a reasonable period of postponement.

The Customer is entitled to claim compensation for delayed deliveries if it can be shown that the delay was caused by Komax Slovakia and the Customer can prove the damage caused by the delay. If the Customer is compensated by means of an alternative delivery, the right to compensation for delay shall be extinguished.

The compensation for delay shall be a maximum of 0,5 % for each full week of delay, but not more than 5 % in total, calculated on the basis of the contractual price of the delayed part of the delivery. The first two weeks of delay shall not give rise to a right to compensation for delay. Once the maximum compensation for delay is reached, the Customer shall provide to Komax Slovakia a reasonable period of postponement. If this period of postponement is not observed for reasons for which Komax Slovakia is responsible, the Customer is entitled to refuse to accept the delayed part of the delivery. Komax Slovakia shall not be liable for any delay in delivery caused by delayed delivery by its suppliers and shall not be liable for any damages or losses arising from delayed delivery by its suppliers.

The Customer shall have no rights or claims for delay in delivery or performance except those expressly provided for in the delivery period clauses. This restriction does not apply in the case of unlawful intent or gross negligence on the part of Komax Slovakia, but does apply in the case of auxiliary persons.

## 9. Packaging

Packaging shall be invoiced separately by Komax Slovakia and cannot be returned. However, if it is declared as the property of Komax Slovakia, the Customer returns it to the place of dispatch and pay the transport fee.

## 10. Transfer of Benefits and Risks

The agreed Terms and Conditions of Delivery shall be according to the INCOTERMS in force at the time of conclusion of the contract by the Parties.

Partial delivery is permitted unless otherwise agreed.

If transport is delayed at the request of the Customer or for other reasons for which Komax Slovakia is not responsible, the risk of delayed delivery shall pass to the Customer after the originally expected delivery time. From that moment, the delivered goods are stored and insured at the expense and risk of the Customer.

## 11. Transport and Insurance

Komax Slovakia must be informed in a timely manner of any special requirements regarding transport and insurance. Transport is at the expense and risk of the Customer. The Customer is responsible for taking out insurance against risks of any kind.

Unless otherwise agreed, the delivery condition FCA Bratislava, Incoterms 2020, shall apply. Packaging is selected by Komax Slovakia.

Deliveries that are damaged during transport may be accepted only with the Damaged during Transport reservation (exact details of the damage). This reservation must also be signed by the driver. Externally visible damage must be documented, including images. Damaged goods must be secured and packed using the original packaging. Damage during transport must be reported immediately and with high priority in writing to Komax Slovakia using the "Delivery Feedback" form (for all deliveries) or the "Setup Feedback" form (for machine deliveries), mandatorily stating "Damage during Transport". The transport company must be informed immediately to determine the facts and ensure all rights. The forms can be found at [www.komaxgroup.com](http://www.komaxgroup.com) or [www.direct.komaxgroup.com](http://www.direct.komaxgroup.com).

## 12. Inspection and Formal Acceptance of Delivered Goods and Services

Komax Slovakia undertakes to inspect the delivery of goods and services prior to dispatch, if this is normal practice. If the Customer requires further testing, this must be separately agreed and paid for by the Customer.

The Customer is obliged to inspect delivered goods and services within 14 days of the date of their receipt and to immediately notify Komax Slovakia in writing of any defects. For this notification of defects, the Customer is obliged to use the "Delivery feedback" form (for all deliveries) or the "Setup Feedback" form (for machine deliveries).

After being notified of defects, Komax Slovakia shall remedy them as soon as possible and the Customer shall provide the opportunity to do so.

A separate agreement is required to perform a formal acceptance test and to specify the associated conditions. Therefore, an acceptance procedure such as FAT/SAT must be mutually agreed upon to be applicable. Unless otherwise agreed, the following shall apply:

- Komax Slovakia shall notify the Customer in time for an acceptance test so that the Customer or his representative can attend.

- A formal acceptance report is prepared and signed by both the Customer and Komax Slovakia or their representatives. This report shall indicate that formal consent has been given or that it has been given conditionally or that the Customer has refused to give formal consent. In the latter two cases, any defects shall be stated in the report individually.

- In the case of minor defects, in particular those that do not significantly prevent the effective functioning of the delivered goods or services, the Customer is not entitled to refuse to accept them and to sign the acceptance report. Such claims are covered by the warranty. Komax Slovakia shall remedy these defects immediately.

- In the event of serious deviations from the contract or serious deficiencies for which Komax Slovakia is responsible, the Customer shall give Komax Slovakia an opportunity to remedy the defects within a reasonable period of time. Another acceptance test shall then be performed.

- If, during this test, significant deviations from the contract or serious defects reappear, the Customer shall be entitled to require from Komax Slovakia either a reduction in price, compensation for damages or other compensation, provided that the Parties to this contract have agreed on this in advance. If, however, the defects or deviations occurring during such a test are so serious that they cannot be remedied within a reasonable period of

time and if the delivered goods and services cannot be used for their intended purpose or their use is significantly impeded, then the Customer is entitled to refuse to accept the defective part of the delivery or, if partial acceptance is economically unreasonable, to terminate the contract. In such a case, Komax Slovakia may only be liable for the refund of amounts paid to it for the parts of the delivery affected by the termination.

- The Customer is obliged to carefully read all accompanying documents such as the operating instructions and software, the spare parts catalogue and all instructions for conversion and installation before putting the machines into operation. In the event of a further sale, the Customer is obliged to forward the above documents to the buyer and ensure that this procedure is applied to all subsequent sales.
- Komax Slovakia reserves the right to deviate from drawings, weights, measurement tables and previously displayed design documents in the design work, if these deviations are considered to be purposeful for the equipment and have been previously consulted with the Customer.

Formal acceptance shall be deemed to be complete

- if the acceptance test cannot be performed on the specified date for reasons beyond the control of Komax Slovakia;
- if the Customer refuses to give consent to accept the equipment without being entitled to do so;
- if the Customer refuses to sign the acceptance report produced in accordance with this clause;
- if the Customer uses the delivered goods or services provided by Komax Slovakia

Defects of any kind in the delivered goods or services shall not entitle the Customer to rights or claims other than those expressly specified in the warranty and liability clauses of these General Terms and Conditions of Delivery.

### **13. Warranty and Liability for Defects**

#### **Warranty Period**

The period for warranty claims is 12 months. Any warranty claims after this period are invalid. The period begins upon dispatch of the delivery from the manufacturer's factory or, where applicable, upon agreed formal acceptance of the delivered goods and services, or, if Komax Slovakia assumes responsibility for the installation, upon completion of the installation. If the dispatch, receipt or installation is delayed for reasons beyond Komax Slovakia's control, the period for warranty claims shall expire no later than 15 months after the invoice date.

There is no warranty for wearable parts.

Warranty claims shall be extinguished prematurely if the Customer or a third party has made improper modifications or repairs using professionals not recognised by Komax Slovakia, or if the Customer, in the event of a defect, fails to immediately take all appropriate steps to mitigate the damage and give Komax Slovakia an opportunity to remedy the defect.

#### **Liability for Defects in Material, Design and Workmanship**

Upon written request of the Customer, Komax Slovakia undertakes to promptly decide to either repair or replace the parts of the delivered goods which are shown, before the expiry of the warranty period, to be defective due to defective material, defective design or poor workmanship. The replaced parts become the property of Komax Slovakia unless it expressly waives such ownership rights. Komax Slovakia shall cover the costs of the rework incurred at its plant. If it is not possible to carry out the rework at the Komax Slovakia plant, the Customer shall bear the associated costs in excess of the usual costs of transport, personnel, travel and accommodation, as well as the disassembly and reassembly of the defective parts.

#### **Liability for Express Warranties**

Express warranties are only those expressly stated as such in the order confirmation or in the specifications. An express warranty is valid until the expiry of the warranty period. If an acceptance test is agreed, the warranty shall be deemed to have been complied with as soon as the test results demonstrate an adequate level of quality or capacity. If express warranties are not complied with or are only partially complied with, the Customer may require that Komax Slovakia immediately ensure improvements. The Customer shall provide Komax Slovakia the necessary time and opportunity to do so. If such improvements fail in whole or in part, the Customer may claim the compensation that has been agreed for such a case or, in the absence of such agreement, a reasonable reduction in the price. However, if the defect is so serious that it cannot be remedied within a reasonable period and if the delivered goods or services cannot be used for their intended purpose or their use is significantly impeded, the Customer is entitled to refuse to accept the defective part of the goods or, if the Customer can be expected to find it economically unreasonable to accept partial delivery, to terminate the contract. In such a case, Komax Slovakia may only be liable for the refund of amounts paid to it for the parts of the delivery affected by the termination.

### **Exclusion of Liability for Defects**

Excluded from Komax Slovakia's warranty and liability for defects are all defects which are not shown to be due to poor material, defective design or workmanship, e.g. those resulting from normal wear and tear, improper maintenance, failure to follow operating instructions, excessive stress, use of any unsuitable consumables, the influence of chemical or electrolytic processes, construction or installation work not performed by Komax Slovakia or resulting from other causes beyond Komax Slovakia's control. Komax Slovakia is only liable under warranty for damages caused by software, provided that the Customer had no influence on such software. This influence shall be taken into account especially in the case of software modifications and/or combinations with third party software, any modifications of parameter settings performed by personnel not specifically trained for this and any use contrary to the operating instructions.

### **Goods and Services from Subcontractors**

For goods and services delivered by subcontractors designated by the Customer, Komax Slovakia assumes warranty and liability for defects only to the extent of the warranty obligations of the subcontractors.

### **Exclusivity of Warranty for Claims for Merchantable Quality**

For any defective material, design or workmanship, as well as any failure to comply with express warranties, the Customer shall not be entitled to any rights and claims other than those expressly specified in the warranty and liability for defects clauses. Any further warranty and/or liability – in particular for any consequential damages – is excluded.

### **Liability for Other Obligations**

Komax Slovakia shall only be liable to the extent of its unlawful intent or gross negligence in relation to claims arising from deficient consulting, expertise, etc. or breach of any other obligations by Komax Slovakia.

### **Breach of Third Party Rights**

Komax Slovakia warrants that it has all the rights to be able to provide the goods and services in accordance with the contract. If a third party exercises any rights regarding delivered goods, the Customer must notify Komax Slovakia in writing within 5 days.

Assuming that this notification is produced in a timely manner and reasonable support is always provided, Komax Slovakia shall be responsible for the remedy and protection of the Customer's rights (at its own expense) against such claims. If necessary, Komax Slovakia shall modify its performance in such a way that it meets all the Customer's basic requirements and at the same time does not breach the rights of third parties or Komax Slovakia shall obtain, at its own expense, a license from third parties for the Customer. If Komax Slovakia fails in either of the solutions under the previous sentence or if a court grants the third party claims, Komax Slovakia shall pay compensation for all direct damages incurred by the Customer due to the third party claims. Any further warranty – particularly that for consequential damage – is excluded. The Customer is solely responsible for ensuring that products delivered by Komax are not used to manufacture products that infringe patents or other proprietary rights of third parties. Komax Slovakia refuses to accept liability in this respect.

## **14. Return Material Authorization (RMA) Process**

If for any reason the Customer sends back certain parts or machines, he must notify Komax Slovakia in writing in advance using the form provided by Komax Slovakia for this purpose. It is necessary to use the forms provided by Komax Slovakia. If Komax Slovakia accepts a return of certain parts or machines, they shall be assigned an RMA number (Return Material Authorization number). Komax Slovakia shall only accept returns that it has expressly approved in advance and for which it has issued an RMA number. In the case of other returns, Komax Slovakia reserves the right not to accept them and to return them at the expense of the sender, to properly invoice the returned parts or machines or (in the case of advance payment) to stop providing credit to the Customer.

Electrostatic components can be destroyed by electrostatic charge. These parts are dispatched, transported and stored in special packaging suitable for ESD. Repurchasing of parts that arrive at Komax Slovakia in unsuitable packaging is not permitted. Returns shall be processed according to the "Return Instructions" form.

The Customer shall return spare parts and delivered goods and services as part of warranty cases within 90 days of the above notification date. If the Customer fails to meet this deadline, Komax Slovakia reserves the right to refuse to accept such parts or machines and to send them back at the Customer's

expense or to invoice them properly if necessary or (in the case of advance payment) to stop providing credit to the Customer.

## **15. Non-Performance, Inadequate Performance and the Consequences**

In all cases of inadequate performance or non-performance not expressly covered by these General Terms and Conditions of Delivery – in particular if Komax Slovakia, without justifiable reasons, commences the delivery of goods and services so late that timely completion is no longer feasible, or if Komax Slovakia is clearly to blame for a performance contrary to the conditions of the Contract, or if goods or services are delivered contrary to the conditions of the contract due to Komax Slovakia – then the Customer is entitled to grant Komax Slovakia a reasonable additional postponement period for the affected deliveries of goods or services, together with a simultaneous notification that the Customer is entitled to terminate the contract. If Komax Slovakia willingly allows the additional period granted by the Customer to lapse, the Customer shall be entitled to terminate the contract with respect to the goods and services delivered in breach of the contract or which are certain to be delivered in breach of the contract, and to claim a refund of payments already made for such goods or services.

In such a case, the exclusion of further liability provisions shall apply to any claim for damages by the Customer and in respect of the exclusion of any further liability and any claim for damages shall be limited to a maximum of 5% of the contract price for the delivery of the goods and services affected by the termination.

## **16. Withdrawal by the Customer**

Once an order is confirmed by Komax Slovakia, the Customer is not entitled to terminate the contract. In the event of early withdrawal from the contract by the Customer, the Customer shall pay the following percentages of the value of the order to Komax Slovakia in addition to any other damages or costs: i) upon confirmation of the order: 50%; ii) order assembly completed and ready for dispatch: 80%; and upon delivery: 100%.

## **17. Termination of the Contract by Komax**

The contract may be amended accordingly if unforeseen circumstances significantly change the economic effect or the content of the goods or services or significantly affect the effect of Komax Slovakia's work, or if performance subsequently becomes impossible. If the amendment is economically unjustifiable, Komax Slovakia shall be entitled to terminate the contract or the affected parts thereof.

If Komax Slovakia wishes to terminate the contract, it must, after acknowledging the consequences of such an event, inform the Customer immediately. This provision also applies if an extension of the delivery period is agreed in advance. In the event of termination of the contract, Komax Slovakia shall be entitled to be paid for that part of goods and services that have already been delivered. The Customer will be refunded those payments already made if he has not received any performance for them. Claims for damages on the part of the Customer arising from such termination are excluded.

## **18. Exclusion of Further Liability by Komax Slovakia**

All breaches of the contract and the associated legal consequences as well as all claims of the Customer, regardless of the grounds on which they are based, are exhaustively regulated by these General Terms and Conditions of Delivery. In particular, claims that are not expressly stated for damages, price reduction, termination or withdrawal from the contract are excluded. Under no circumstances shall the Customer be entitled to claim compensation for damages other than those which occur to delivered goods and services and which are exhaustively covered by the General Terms and Conditions of Delivery and the individual quotations and order confirmations of Komax Slovakia. This exclusion of liability applies in particular, but not limited to, loss of production, loss of use, loss of orders, loss of profit and other direct or indirect or consequential damages. However, this limitation does not apply to unlawful intent or gross negligence on the part of Komax Slovakia, but does apply to unlawful intent or gross negligence on the part of persons employed or appointed by Komax Slovakia to perform any of their duties. For the sake of completeness, this exclusion of liability does not apply to the extent to which it would be implied by law.

## 19. Komax Slovakia's Right to Sanctions

If an action or lack of action by the Customer or persons employed or appointed by the Customer to perform its duties causes injury to persons, damage to third party property or if a claim is made against Komax Slovakia on this basis, Komax Slovakia may exercise its claims arising from such action or lack of action against the Customer.

## 20. Force Majeure

Komax Slovakia shall not be liable to the Customer or be deemed to be in default or breach of its obligations in the event of any failure or delay if such failure or delay is caused by or results from the actions of third parties and/or events beyond Komax Slovakia's control, including but not limited to:

- natural phenomena, flood, fire, earthquake or other natural disasters
- total or partial closure of supply plants
- war, invasion, acts of hostility (whether or not war is declared), terrorist threats or acts, political unrest or other civil unrest,
- strikes, labour disruptions or slowdowns, or other industrial disruptions and complications
- shortages or delays in the supply of raw materials or
- acts of any public authority, including the issuance of a ban on the import or export of certain goods and/or a substantial increase in customs duties
- pandemic, epidemic (any "force majeure event").

In the event of a delay by Komax Slovakia due to a force majeure event, Komax Slovakia shall be granted an additional period to perform its contractual obligations which is reasonable in the circumstances, in which case Komax Slovakia shall be entitled to allocate its production and deliveries among all of its Customers at its sole discretion.

## 21. Intellectual Property

Komax Slovakia retains ownership or copyright of all quotations and cost estimates submitted by Komax Slovakia, as well as drawings, illustrations, calculations, brochures, catalogues, models, tools and other documents and aids made available to the Customer. The Customer may not make these items available to third parties, including their content, disclose them, use them himself or through third parties, or reproduce them without the express consent of Komax Slovakia. At Komax Slovakia's request, the Customer shall return these items to Komax Slovakia in full and destroy any copies made if they are no longer needed in the ordinary course of business or if negotiations do not lead to a contract.

## 22. Export and Embargo on Secondary Exports

The embargo on secondary exports only applies to items that are expressly specified on the delivery note or invoice.

Re-export of these goods is prohibited on the basis of the obligation in the Import and Export section. This obligation also applies to the buyer of these products and likewise in the case of their resale.

The Customer shall be liable for import, resale or shipment to another country. The Customer agrees to comply with all local as well as international re-export rules.

If during the delivery of goods and/or services it is found that the Customer and/or the country of his address is sanctioned, then the individual contract between the Customer and Komax Slovakia shall be null and void, without any obligation on the part of Komax Slovakia to perform and without any claim by the Customer for costs or damages.

### **23. Installation**

If Komax carries out or supervises installation work in connection with delivered goods and/or machinery, the General Terms and Conditions of Maintenance and Repair of Komax Slovakia shall apply.

### **24. Code of Conduct**

The Customer agrees to fully comply with the Komax Slovakia Code of Conduct, which can be found on the Komax Group website [Komax Group website](#) under the following link: [Komax Code of Conduct for Business Partners](#)

### **25. Jurisdiction and Applicable Law**

The Customer and Komax Slovakia will seek to settle any differences amicably and mutually.

The exclusive applicable law is Slovak law. The competent court is the competent court at the registered office address of Komax Slovakia s.r.o.

The United Nations Convention on Contracts for the International Sale of Goods (CISG) and conflicts of laws are expressly excluded.