

## 1. General Conditions

- 1.1. These General Purchase Conditions (hereinafter referred to as "GPC") stipulate binding terms for purchase of Goods and Services supplied or provided to O2 Slovakia, s.r.o. and shall regulate mutual rights and obligations between the Supplier and the Customer under the Contract and these GPC shall constitute an integral part of the Contract.
- 1.2. The Supplier acknowledges that upon delivery of these GPC in any form (paper, electronic, web-link or by other means) or by a reference made in the Contract, these GPC shall become binding upon the Supplier and the Supplier shall obey the terms stipulated herein.
- 1.3. In the event of any difference between the terms of the Contract and these GPC, the terms of the Contract shall prevail over the terms of these GPC, provided and only if the terms of the Contract have been agreed in writing.
- 1.4. Neither any general terms and conditions issued by the Supplier nor any general terms and conditions issued by any third party, including any conditions drawn up by any professional or interest group or association, shall apply to delivery of Goods or provision of Services by the Supplier.

## 2. Definitions

- 2.1. The capitalized terms used herein, whether in their singular or plural form, shall have the following meaning:
  - a) "**Commercial Code**" shall mean the Act No. 513/1991 Coll. in as amended;
  - b) "**Contract**" shall mean a written contract concluded between the Customer and the Supplier or a contract concluded in the manner as set out in Section 3 based on an order issued by the Customer and addressed to the Supplier;
  - c) "**Customer**" shall mean O2 Slovakia, s.r.o.;
  - d) "**Deliverable**" shall mean delivery of Goods (or any part of the Goods) or provision of Services (or any part of them);
  - e) "**Goods**" shall mean any items, devices or any other deliverable, which the Supplier shall deliver to the Customer under the Contract;
  - f) "**Price**" shall mean the price agreed upon in the Contract for the supply of Goods and/or provision of Services. Unless agreed otherwise by the contracting parties, the Price shall constitute final and complete consideration for the performance under the Contract, i.e. the Price shall cover all costs related to the supply of the Goods and/or provisions of the Service, and in particular shall include any shipping costs, cost of packaging, testing, customs duty, insurance, administration charges, price of any licenses, certificates and other required documentations and any services related to the delivery etc. VAT is not included in the and VAT shall be charged in accordance with applicable law;
  - g) "**Services**" shall mean any activity, work or any other performance (other than supply of Goods) which shall be carried out under the Contract;
  - h) "**Supplier**" shall mean any business entity supplying Goods or providing Services to the Customer.

## 3. Order, Its Validity and Alternations

- 3.1. Only orders issued by the Customer in writing (electronic form is permitted) shall constitute legally binding act. An order placed verbally or via telephone will become legally binding upon the Customer only if confirmed in writing. The order shall become binding upon the contracting parties after and subject to the Supplier issuing a deed of acceptance of the order addressed to the contact person stipulated in the order (or to the person that has issued the order) or upon acceptance by any other relevant expression of will which undoubtedly implies Supplier's consent

with the order (including any delivery of performance stipulated in the order issued by the Customer).

- 3.2. Unless a different confirmation period is set out in the order, the Supplier must confirm the order within 3 business days upon receipt of the order (the period available for order confirmation).
- 3.3. If the order cannot be confirmed by the Supplier within the above period available for order confirmation, the Supplier may ask in writing for an extension of such period with a proposition of another date of confirmation of the order. The Customer is entitled, upon at its discretion, to accept the newly proposed deadline or cancel the order (with no claims available to the Supplier). Should the order confirmed by the Supplier (even in minor deviations) differ from the order placed by the Customer, the Supplier must clearly highlight such deviation and ask the Customer for an approval of the deviation. If the deviation is approved in writing by the Customer, the order shall become binding upon the contracting parties and the Contract is deemed to be concluded upon receipt of the Customer's approval by the Supplier.

## 4. Delivery of Deliverable

- 4.1. The Supplier must deliver the Goods and/or provide the Services duly on the date, in the form and at the location as set out in the Contract. The Goods must be packed in a manner that is customary for similar Goods and in a way that prevents damages during transportation. The packaging of Goods must not prevent its control. The Goods shall be insured only if insurance is customary for delivery of similar Goods.
- 4.2. The Supplier shall deliver the Goods and/or provide the Service on delivery date set forth in the order, i.e. on a business day, between 9:00 am and 3:00 pm, unless agreed otherwise by the contracting parties.
- 4.3. The Supplier must notify the Customer of any delivery at least 24 hours in advance; the notification shall be made via phone or by facsimile or e-mail on contact numbers and addresses set out in the order.
- 4.4. Should the Supplier be unable to meet the deadlines for delivery of the Deliverables (or any of them), the Supplier shall notify the Customer in writing and without any delay of such a fact and shall state the anticipated delay and the reason for such delay. Upon receipt of the notification, the Customer is entitled immediately withdraw from the Contract and claim damages arising from the Supplier's failure to deliver duly the Deliverable. The Withdrawal of the Contract by the Customer shall not constitute any claims for the Supplier against the Customer. The Customer's decision not to withdraw from the Contract shall be without prejudice to any claims that has arisen to the Customer in respect of the Supplier's delay (contracting penalty, damages etc.).
- 4.5. On delivery of the Deliverable at the specified delivery location, the Customer shall conduct quantitative acceptance tests in order to verify whether the Deliverable are complete and comply with the provided documents, the Deliverables were not damaged or destroyed during shipping and the Deliverables are free of any defects and comply with the Contract.
- 4.6. The contracting parties shall confirm the duly delivery of the Deliverables in the handing over/ taking over protocol signed by both the Customer and the Supplier (hereinafter referred to as the "Handing over/Taking over Protocol"). The Handing over/Taking over Protocol shall in particular contain the following:
  - number of the order placed by the Customer;
  - specification of the supplied Goods/provided Services; if the Goods are delivered, the volume and metric unit shall be specified as well;
  - all documents accompanying the Goods and Services;

- Reasons for a denial to accept the Deliverable (or any partial denial), in accordance with section 4.7 and 4.8 of the GPC.

A delivery note signed by both the Supplier and the Customer shall also be deemed as the Handing over/Taking over Protocol. Signing of a delivery note by a Customer's representative who clearly is not qualified to review the provided Deliverable shall not constitute any obstacle to claim breach of obligations under this GPC if the claim is raised by the Customer without undue delay after a Customer's representative with sufficient qualification had acquainted with the Deliverables.

- 4.7. The Customer shall be entitled to deny acceptance of the Deliverables right on the spot and withdraw from the Contract, if:
- The Deliverables were not delivered in the form, time and to the place as stipulated by the Contract or if the delivery of the Deliverables otherwise contravenes the Contract;
  - The relating Services (e.g. assembly, testing) contravene the agreed conditions;
  - The Deliverables are not accompanied with the prescribed documents or such documents are incomplete;
  - The content of the Deliverable does not comply with the Handing over/Taking over Protocol or the delivery note;
  - The Deliverables contain other defects that prevent their proper use.
- 4.8. In case the reasons for denying the Deliverables as specified in the section 4.7 apply only to a part of the Deliverables, the Customer shall not be obliged to accept partial delivery, but may accept such partial fulfillment at its sole discretion.
- 4.9. Without prejudice to the last sentence of Section 4.6, the Deliverables shall be deemed delivered and accepted by the Customer by confirming the delivery in the Handing over/Taking over Protocol pursuant to section 4.6.

## 5. Property Rights and Risk Transfer

- 5.1. The ownership right and risk of damage/loss shall pass to the Customer at the moment of taking over the Deliverables.

## 6. Payment Conditions

- 6.1. The Customer shall pay 100% of the Price after and subject to due delivery of the Deliverable and signing of the Handing over/Taking over Protocol; the payment shall be made upon receipt of a tax document (an invoice) issued by the Supplier.
- 6.2. The invoice must fully comply with all legally prescribed requirements and must contain the Customer's order number. The invoice shall be submitted to the Customer in two copies accompanied with a signed Handing over/Taking over Protocol or the delivery note and any other documents as agreed upon by the contracting parties.
- 6.3. Should the invoice contain incorrect or incomplete data, the Customer is entitled to refuse accepting such invoice and shall return it back to the Supplier without undue delay. The Supplier is obliged to correct any mistakes in the invoice without undue delay. With legitimate return of the invoice, the original maturity period shall be interrupted. A new maturity period shall start to lapse on the day when the Customer receive the corrected or newly issued invoice. The Customer is not in delay with payment during the time when the invoice is being returned to the Supplier.
- 6.4. The invoice maturity is specified in the Customer's order and it shall commence on the day the invoice is delivered to the Customer. The payment shall be made by a wire transfer to the Supplier's bank account identified in the invoice.
- 6.5. The invoice shall be sent by registered mail to the following address (address for invoice delivering): O2 Czech Republic a.s.,

Special Accounting and Scanning, Za Brumlovkou 266/2, 140 22 Prague 4 – Michle, the Czech Republic; or any other address as may be notified by the Customer to the Supplier from time to time.

- 6.6. Schedule 1 shall constitute an inseparable part of this GPC and shall govern the rights and obligations of the contracting parties in respect of the guarantee for the due value added tax (hereinafter only "VAT"). The terms and conditions attached in Schedule 1 shall apply only if the Supplier is being registered for the VAT in accordance with act No. 222/2004 Coll. on value added tax, as amended (hereinafter only "VAT Act") on date of the Contract or it becomes registered for VAT anytime during the validity of the Contract.

## 7. Warranty

- 7.1. The Supplier shall assume responsibility for the Deliverables being fit for use, complying with the legal regulations and standards and being free of any defects during the warranty period. The Supplier shall guarantee that the Deliverables are free of any third party rights, in particular free from any third party's proprietary rights and intellectual property rights and that the Supplier is fully entitled dispose with the Deliverables and to enter into the Contract with the Customer and to perform the subject matter of the Contract in its full scope.
- 7.2. Unless stated otherwise by the contracting parties, the warranty period for the Deliverables shall be 24 months and it commences on the day the Deliverables are accepted by the Customer. Such warranty shall also apply to replaced and repaired parts of the Deliverables. The warranty applicable to any repaired and replaced parts shall commence at the moment of the repair or replacement based on the protocol signed by both contracting parties.

## 8. Responsibility for Defects

- 8.1. The supply of the Deliverables containing any defects, shall be considered as a serious breach of the Contract and upon its own discretion, the Customer is entitled to:
- require removal of defects by replacing defective Goods/Service or by delivering any missing Goods/Service or by removing any legal defect or encumbrance;
  - require removal of any defects by repairing the Goods/Services, if the defects are repairable;
  - require appropriate discount on the Price;
  - withdraw from the Contract.
- The Customer is entitled to the above listed claims to the identical extent in case the defects occur on the Deliverable in the course of the warranty period. When deciding on the claim, the Customer shall not be bound with restrictions pursuant to § 436 section 2, sentence 1 through of the Commercial Code.
- 8.2. Notification of the defects (complaint) has to be issued by the Customer in writing (electronic delivery through e-mail or facsimile shall be allowed). The complaint shall state identification of the Deliverables, specification of the defect of the Deliverable and specifications of claims that the Customer ask from the Supplier in accordance with this GPC.
- 8.3. The Supplier is obliged to remove any defects on the Deliverables within 10 days upon receipt of the complaint issued by the Customer. Failure to meet such obligation shall constitute a material breach of the Contract and the Customer shall be entitled to withdraw from the Contract or its part.

## 9. Sanctions

- 9.1. In the event of Supplier's delay with delivering the Deliverable within the delivery deadline, the Supplier shall pay to the

Customer the contractual penalty in the amount of 0.25% of the Price of undelivered Deliverable for each day in delay until the obligation is fulfilled or until the Customer withdraws from the Contract.

- 9.2. In the event of Supplier's failure to remove the defects of the Deliverable within the deadline set forth in Article 8 of these GPC, it is obliged to pay the contracting penalty to the Customer in the amount of 0.5% of the Price of the Deliverables in which the defect occurred for each day in delay until the obligation is fulfilled or until the Customer withdraws from the Contract.
- 9.3. In the event of a Customer's delay with payment of the amount charged by the tax document (invoice), the Supplier shall be entitled to claim from the Customer the payment of the default interest rate in the amount 0.05% from the owed amount for each day in delay.
- 9.4. Payment of the contracting penalty shall not affect obligation of the Supplier to fully reimburse the Customer for any damage incurred by the Customer in connection with breaching the obligation in question.

#### 10. Trade Secret

- 10.1. All facts of business, economic or technical nature concerning the contracting parties, which are not usually available in the business circles and which may be disclosed to the contracting parties in the course of their performance under the Contract shall be considered as trade secret (hereinafter referred to as the "information").
- 10.2. The contracting parties hereby undertake not to disclose, provide or use the information in their favor or in favor of a third party even after expiration of the Contract. The contracting parties shall keep all the information confidential, use the information solely for the purposes of fulfilling the Contract and shall enable access to such information only to those persons, who need it for the purpose of fulfilling contractual obligations and shall ensure that these persons will comply the confidentiality obligations in the same extent.
- 10.3. The information may only be disclosed upon written consent of the other contracting party.
- 10.4. Nothing in this Article 10 shall prevent the contractual parties to disclose or otherwise provide information to the following persons/ subjects:
- public authorities;
  - auditors, tax advisers and legal advisers;
  - financing banks;
  - sub-contractors if it is required for the fulfillment of obligations under this Contract or in connection with usual operation of business activities of the relevant contracting party, provided and only if the relevant contracting party ensures reasonable protection of the information by such persons/subjects.
- 10.5. The Supplier is not entitled to use the business name or trademarks of the Customer without its prior written consent.

#### 11. Contract Termination

- 11.1. The Customer is entitled to withdraw from the Contract in case of a serious breach of the Contract by the Supplier, while in particular the following shall constitute a material breach of the Contract:
- Breaching the Contract by the Supplier, specified in sections 4.7, 8.1 and 8.3 of these GPC.
- 11.2. In case a minor breach of the Contract occurs, the Customer shall be entitled to withdraw from the Contract, if the Supplier

fails to remedy such breach even within an additional remedy period.

#### 12. Force Majeure

- 12.1. For purposes of these GPC, "force majeure" shall mean any circumstances beyond control stipulated in Section 374 of the Commercial Code.
- 12.2. Should an event of force majeure occur at the Supplier, the Supplier shall notify the Customer about such circumstances in written form (or by facsimile or e-mail) within the period of maximum five (5) days upon its occurrence (in case the event of force majeure occurred earlier within two (2) days from learning about such event). Unless stated otherwise by the Customer, the Supplier shall continue fulfilling its obligations arising from the Contract to its best efforts and abilities and shall seek for alternative ways of providing that part of the fulfillment, which is circumvented by the event of force majeure. Should the event of force majeure last for longer than 90 days, the Customer is entitled to withdraw from the Contract.

#### 13. Applicable Law

- 13.1. The contractual relationship between the contracting parties shall be governed by the applicable laws of the Slovak Republic, in particular by the Commercial Code.

#### 14. Resolving Disputes

- 14.1. The Customer and the Suppliers shall use their best endeavor to resolve any discrepancies or disputes arising between them or in connection with the Contract with amicable, direct and informal negotiations. Any dispute arising in connection with the Contract (including any disputes in regard with its existence, validity or termination) shall be submitted and finally resolved in arbitration proceedings held by the Court of Arbitration of the Slovak Chamber of Commerce and Industry in compliance with its internal legal regulations (hereinafter referred to as the "Regulations"). The arbitration jury shall consist of three arbitrators appointed in accordance with the Regulations and the language of arbitration proceedings shall be the Slovak language. The contracting parties shall accept the verdict of the court; the verdict shall be binding for both contracting parties.

#### 15. Notifications

- 15.1. Any notice given in connection with the Contract by any contracting party to the other one, shall be in writing and sent by registered mail, or facsimile or e-mail subsequently confirmed by a registered letter, unless stated otherwise in these GPC. All notices have to be delivered to the address of the company's registered seat or to the address assigned for delivery of the notices, which is expressly set out in the Contract. Should the notification be sent by registered mail, it shall be deemed as delivered on the third day following its provable posting at the post office.

#### 16. Effectiveness

- 16.1. These GPC shall become effective on 4.2.2016.

## SCHEDULE 1

## VAT GUARANTEES

1. The Supplier hereby declares and represents to the Customer that as of the date of this Contract:
  - i). In respect of the Supplier, there is no ground which may lead to cancellation of the registration for VAT under Section 81 paragraph 4 letter b) second point of the VAT Act;
  - ii). The Supplier is not listed in the list of VAT payers in respect of which the grounds for deregistration have occurred as prepared by the Financial Directorate of the Slovak Republic in accordance with Section 69 paragraph 14 letter b) and Section 69 paragraph 15 of the VAT Act (referred to as "List of VAT Payers"); and
  - iii). The Supplier is not in liquidation or subject to bankruptcy of restructuring proceedings.
2. The Supplier shall notify the Customer without undue delay, but at latest within three (3) days, if any of the declarations made under paragraph 1 hereof becomes untrue at any time during the term of this Contract.
3. In case the Supplier fails to inform the Customer in writing within the notification period that any of the declarations made under paragraph 1 of this Schedule became untrue the Supplier is liable for any damages that may occur to the Customer in full extent and is obliged to reimburse the Customer for such damages.
4. If any of the declaration made in paragraph 1 hereof becomes untrue during the term of this Contract, the Customer has the right to withhold from the payments of the Price or Charges (as the case may be) an amount equal to the amount of VAT invoiced by the Supplier (referred to as the "Retention Amount"). In relation to the Retention Amount, the Customer shall not be deemed in delay with its payment obligations or in a breach of any other provisions of this Contract, provided that the Retention Amount is used in accordance with this Schedule.
5. The Customer shall pay the Retention Amount to the Supplier within three (3) Business Days after the Supplier demonstrates to the Customer that the VAT shown on the invoice was fully paid to the Tax Authority.
6. The Customer will notify the Supplier, if a Tax Authority issues a decision pursuant to which the Customer becomes a guarantor of the Supplier's obligation to pay the VAT. The Supplier shall immediately, but no later than within three (3) days after such notification by the Customer, provide the Customer with all information and documents based on which any objection could be filled against such decision by the Tax Authority. Such documents supporting the objection must be provided to the Customer as originals or as notarized copies.
7. For the avoidance of any doubt, the Customer has the right but not an obligation to exercise any remedies against such decision by the Tax Authority. However, if the Customer decides to file such objection the Supplier shall provide the Customer with all the required cooperation in any such proceedings.
8. If the Tax Authority imposes the obligation to pay the VAT due by the Supplier upon the Customer, the Customer shall have the right to use any Retention Amount withheld by the Customer under this Contract or any other contract to pay such due VAT on behalf of the Supplier.
9. The Customer, with the consent of the Supplier, has the right to use the Retention Amount to pay any due VAT on behalf of the Supplier also if the tax office does not impose an obligation to pay the Suppliers due VAT on the Customer as a guarantor. The Customer is obliged to inform the Supplier about such matter before executing the payment and the Supplier is obliged to provide a copy of the notice on the award of a basic number of a taxpayers account issued by the tax office.
10. The Customer will notify the Supplier, if the Retention Amount is used to pay the VAT on behalf of the Supplier in accordance with paragraph 8 or paragraph 9 above and shall provide the Supplier with evidence of such payment. The Supplier shall not be entitled to receive the Retention Amount used for the payment of the due VAT in accordance with this Schedule.
11. If the Customer, as a guarantor, pays the Suppliers due VAT to the Tax Authority and for any reason the Customer would not be able to use the Retention Amount for such payment, the Customer will record a claim against the Supplier in the amount of the VAT paid on behalf of the Supplier (referred to as "Claim").
12. The Customer shall notify the Supplier about the payment of the VAT due by the Supplier without using the Retention Amount in accordance with paragraph 11 and shall provide the Supplier with evidence of such payment.
13. The Claim shall become due immediately after making the payment on behalf of the Supplier in accordance with paragraph 11. The Customer is entitled to unilaterally set off the Claim against any receivable or receivables of the Supplier towards the Customer, irrespective of whether such receivable is due or not. The Customer is also entitled to reclaim the payment of the Claim from the Supplier using all legal means.
14. The Supplier shall not be entitled to unilaterally set off the Retention Amount against the Claim or any other receivables of

the Customer and the Supplier shall not be entitled to assign the Retention Amount to any third party without the prior written consent of the Customer.

15. The provisions of this Schedule shall prevail over any other provisions of this Contract and shall survive the termination of this Contract.
16. The contracting parties expressly exclude the entitlement of the Supplier, being a debtor, under the provision of § 309 of the Commercial Code to apply objections against the Customer, being a guarantor, if the Customer will pay due VAT unpaid by the Supplier on his behalf after the prior notification of the Supplier about this fact.