

GENERAL PURCHASE TERMS AND CONDITIONS OF CAPITAL SAFETY GROUP - BANSKÁ BYSTRICA, S.R.O.

1. Definitions

1.1. For the purposes of these General Purchase Terms and Conditions the following phrases are assigned the following meanings:

- a) **“Capital Safety”** shall mean: **Capital Safety Group - Banská Bystrica, s.r.o.**, a company incorporated under the laws of Slovak Republic, with its registered seat in Banská Bystrica and address at Jegorovova 35, 97401 Banská Bystrica, Slovakia, registered with the Commercial register of the District Court Banská Bystrica, section Sro, file No: 6525/S, Identification no.: 36 042 480, Tax identification no.: 2020093977, VAT Identification no: SK202009397,
- b) **“Supplier”** shall mean any entity supplying Capital Safety with Products or providing Services for Capital Safety under the Agreement;
- c) **“3M Group”** shall mean a group of entities including 3M Company with its registered office in St. Paul, USA, and companies and other entities which are its direct or indirect subsidiaries or affiliates;
- d) **“GPTCs”** shall mean these General Purchase Terms and Conditions;
- e) **“Products”** shall mean goods supplied or to be supplied to Capital Safety by the Supplier;
- f) **“Services”** shall mean services provided or to be provided for Capital Safety by the Supplier;
- g) **“Result(s)”** means any design in part or in whole, adaptation or new functionality made to the Products by the Supplier specifically for the Capital Safety as part of the Agreement, any and all ideas, processes and inventions conceived or generated at any time by the Supplier as a result of the performance of the Agreement and/or of knowledge acquired on the Capital Safety’s processes and technology.
- g) **“Agreement”** shall mean a sales, delivery or specific task agreement, as well as an agreement on service provision for a fee and any other agreement pursuant to which the Supplier shall provide Capital Safety with Services for a fee or release and transfer the ownership title or rights to use Products;
- h) **“delivery of Products”** shall mean the provision of Products within the extent provided for in the Agreement;
- i) **“Order”** shall mean a written order for Products or Services placed by Capital Safety in the manner set forth in point 3.1. of the GPTCs.

2. Scope of application

- 2.1. These GPTCs shall apply to the terms and conditions of cooperation between Capital Safety and the Supplier under the Agreements and Orders.
- 2.2. Any provisions contrary to or divergent from the provisions of the GPTCs, particularly those contained in the Supplier’s general terms and conditions, offer or other documents, shall not be binding, unless such different provisions have been included in writing, otherwise being null and void, in the Agreement by the Parties to the Agreement.

3. Orders

- 3.1. Orders shall be placed by Capital Safety using a means of communication selected by Capital Safety, i.e. they may be handed over to the addressee personally or sent by registered mail or courier service, e-mail or fax at the addresses indicated by the Supplier.
- 3.2. The Supplier shall confirm its acceptance of the Order for execution or refuse to accept the Order for execution, immediately following the receipt of the Order, within 48 hours from its receipt at the latest, with exception of situations when Capital Safety expressly grants the Supplier longer term along with placing particular Order, within which the Supplier is obliged to confirm the receipt of the Order for

execution. The confirmation of the acceptance of the Order for execution or the refusal to accept the Order for execution shall be made using the same means of communication used by Capital Safety to place the Order.

- 3.3. Even without express confirmation of the Order, Supplier's delivery of Products or commencement of providing of Services which are subject to the Order placed by Capital Safety shall be deemed implied acceptance of the Order according to its terms (including these GPTCs).
- 3.4. The Agreement shall be made upon the acceptance of the Order for execution by the Supplier and if the Agreement is made otherwise than on the basis of an Order placed by Capital Safety, the Agreement shall be made upon the Parties signing such Agreement.
- 3.5. The Supplier shall deliver Products to Capital Safety or provide Services for Capital Safety in the quantities, manner and within the time limit specified in the Agreement.
- 3.6. If the Supplier accepts an Order for execution with the modified content of the Order, the Agreement shall become effective in the version modified by the Supplier, provided that Capital Safety expressly confirms its consent to the modifications proposed by the Supplier within three business days from the receipt of a statement about the acceptance of the Order for execution with modifications, using a means of communication selected by Capital Safety and referred to in point 3.1. above. Otherwise, any amendment to the provisions of the Order shall not have any legal effect and, unless the Supplier refuses to accept the Order for execution without the modifications proposed within the next three business days following the lapse of the abovementioned three-day period, such Agreement shall be made without the modifications proposed by the Supplier.
- 3.7. The Parties may indicate in writing persons authorized to place Orders, to accept Orders for execution and to make other arrangements as may be necessary to perform the Agreement properly. Each Party shall be entitled at all times to cancel any person's authorization to place Orders, to accept Orders for execution and to make other arrangements and to indicate another person or persons by notifying the other Party about it in writing or by e-mail.
- 3.8. The provisions of point 3.7. above shall not affect the rights and authorizations of the persons authorized to act on behalf of the Parties according to the general rules of company representation or under a power of attorney.
- 3.9. Capital Safety may send the Supplier information regarding forecasted demands or purchases which, however, shall not be binding on Capital Safety.

4. Terms of Payment

- 4.1. Capital Safety shall make payments to the Supplier only on the basis of a correctly issued invoice and delivered to Capital Safety, the date shall be agreed upon the Parties.
- 4.2. The payment for Products or Services provided shall be made by bank transfer into the Supplier's bank account in the country of the Supplier's registered office.
- 4.3. The day of Capital Safety's bank account being debited shall be deemed the day of payment.
- 4.4. Payments under the Agreement shall be made in the currency specified in the Agreement, however, the payment of the goods and services tax (value added tax) is made in accordance with the applicable laws and regulations regarding the method of payment of goods and services tax.
- 4.5. The payment of an invoice shall not be equivalent to acceptance of Products delivered or Services provided. No partial payment of any invoice shall be considered an acknowledgement of the remainder of the obligation by Capital Safety.
- 4.6. Unless otherwise agreed by the parties, the payment term is 60 days from the date of delivery of the invoice.

5. Invoices and delivery notes

- 5.1. The Supplier shall issue invoices and delivery notes in accordance with the applicable laws in this respect. The above documents have to also contain the additional information specified by Capital Safety and the following items:
 - a) the correct Order number given by Capital Safety;
 - b) the name of the Product or Service;
 - c) the correct code of the Product or Service given by Capital Safety;
 - d) PO number, if issued by Capital Safety and notified to the Supplier.
- 5.2. An Invoice for Products supplied or provided Services shall be issued on the basis of adequate documents issued by the Supplier on the day of delivery or Acceptance record signed by the Parties and referred to in point 7.1. of the GPTCs, confirming that the Services have been properly provided.
- 5.3. The Supplier is obliged to send invoices in an electronic manner, to e-mail address separately indicated by Capital Safety or using other means accepted previously by the Parties. The Supplier is always responsible for the authenticity and integrity of electronically issued invoices delivered to Capital Safety.

6. Delivery and acceptance of Products

- 6.1. The transport of the Products ordered by Capital Safety, to the destination place each time indicated by Capital Safety, shall take place in accordance with Incoterms 2020 rules, formula DDP – Capital Safety's site, with reservation to point 6.5., unless the Parties states otherwise.
- 6.2. The Supplier shall deliver Products in packaging suitable for the type of Products and using means of transportation appropriate for the transport requirements of a given type of Products.
- 6.3. No later than 48h (in wording: forty eight hours) before the commencement of a delivery of Products from the place of their storage with the Supplier, the Supplier (or alternatively a carrier authorized thereby) shall notify Capital Safety of the delivery (notification) and indicate the carrier providing the transport service if the delivery is made by such a carrier, and shall specify the expected delivery time. The notice referred to above shall be sent to Capital Safety by agreed means or e-mail to the address indicated in the Agreement or any other address indicated by Capital Safety, and such information shall also be confirmed by telephone.
- 6.4. In the event any circumstances occur which prevent the Supplier's delivery within the agreed time limit, the Supplier shall promptly notify Capital Safety of such impossibility of executing the delivery and reasons therefore, and the new projected delivery date.
- 6.5. Products shall be unloaded at the delivery destination by the Supplier on its own and at its own cost and risk, unless the Parties states otherwise.
- 6.6. Products shall be deemed to have been accepted after the entire delivery has been unloaded at the destination and accepted by Capital Safety without any reservations.
- 6.7. Capital Safety shall have the right to refuse to accept Products delivered if such Products do not comply with the Agreement, (including the specification), or legal regulations, or are otherwise defective or are delivered without delivery documents. If Capital Safety refuses to accept Products for reasons specified above, the Supplier shall deliver Products which are free of defects within three business days from the receipt of Capital Safety's request. The costs thereof shall be borne by the Supplier. This shall not release the Supplier from liability on general rules of law for any delay in Product delivery, including obligation to compensate any damage thus caused.
- 6.8. If it is stipulated in the Agreement by the Parties that Capital Safety shall collect Products from the Supplier's storage location or any other place indicated by the Supplier, the provisions of the above points 6.1., 6.2. (as regards the requirements for means of transportation), 6.3., 6.5., 6.6. shall not apply. In such a case the Supplier shall notify Capital Safety whether Products can be collected no later than 72h (in wording: seventy two hours) before the expected collection time, about the possibility of collection of Products. The notice referred to above shall be sent to Capital Safety by

agreed means or e-mail to the address indicated in the Agreement or any other address indicated by Capital Safety, and such information shall also be confirmed by telephone. In such case Products shall be deemed to have been accepted upon the collection of the delivery by Capital Safety at the place indicated in accordance with the Agreement and upon its acceptance by Capital Safety without any reservations.

7. Acceptance of Services

- 7.1. The acceptance of delivered Services shall be confirmed in an acceptance record made in writing, otherwise being null and void, and signed by the authorized Capital Safety's and the Supplier's representatives.
- 7.2. If Services are provided contrary to the Agreement (including the specification), or legal regulations, or are otherwise provided defectively, Capital Safety shall have the right to refuse to accept such Services and shall have other rights resulting from the provisions of the Commercial Code or other provisions of the law governing a given type of Agreement. Regardless of rights provided for in the legal regulations in force, in case Capital Safety refuses to accept receipt of Services, the Supplier, within the term of 3 business days following the receipt of Capital Safety's request, shall remove all the defects in the rendered Service. The costs thereof shall be borne exclusively by the Supplier.
- 7.3. In the event any circumstances occur which prevent the Supplier from providing Services within the agreed time limit the Supplier shall promptly notify Capital Safety of such impossibility of providing Services and reasons therefor, and the new projected date of the Service provision. This shall not release the Supplier from liability on general rules of law for any delay in Services delivery, including obligation to compensate any damage thus caused.

8. Risk transfer

- 8.1. Any risk involving Products and Services shall be transferred onto Capital Safety upon the acceptance thereof by Capital Safety without any reservations.

9. Testing and inspection

- 9.1. Capital Safety may test and inspect Products at various stages of the manufacturing process and while warehoused by the Supplier. The above tests and inspections shall be conducted following the prior notice to the Supplier within seven business days from the notice date. The Supplier shall enable Capital Safety to conduct such tests and inspections. If as a result of the above tests or inspections Capital Safety determines that (i) any Product completed does not comply with the Agreement (including the specification), or legal regulations, or (ii) it is unlikely that any of the non-completed Products will comply with the Agreement (including the specification), or legal regulations upon the completion of the manufacturing process, Capital Safety shall notify the Supplier thereof and the Supplier shall promptly and at its own cost replace the completed defective Products with non-defective Products, or shall take any measures to ensure that Products at the stage of the manufacturing process comply with the Agreement (including the specification), or legal regulations in force at the time of the process completion.

10. Quality and workmanship

- 12.1. The Supplier warrants and represents that all the Products manufactured and delivered during the performance of the Agreement shall comply with the Agreement (including the specification), or legal regulations, and that they shall be free from any defects (including defects in materials and workmanship) and they shall be of satisfactory quality and fit for use in accordance with the intended use determined by Capital Safety or, if not determined, the usual use.
- 12.2. The Supplier warrants and represents that all the Services provided during the performance of the Agreement shall comply with the Agreement, (including the specification), and legal

- regulations, and that they shall be performed with the Supplier's highest degree of diligence taking account of the professional nature of the Supplier's activity.
- 10.1. The Supplier shall perform the subject-matter of the Agreement in accordance with the laws in force in Slovakia, in particular with the provisions:
 - a) related to environmental protection;
 - b) of the labour law, Occupational Health and Safety, including the regulations banning children's labor;
 - c) related to counteracting unfair competition, as well as competition and consumer protection;
 - d) of the tax law and accounting regulations;
 - e) of the intellectual property law;
 - f) of the personal data protection law
 - g) of the legal liability of the manufacturer for product liability;
 - h) applicable technical standards.
 - 10.2. Notwithstanding the foregoing, the Supplier warrants that the Supplier shall and shall procure that its representatives or sub-contractors involved in the supply of the Products or the Services will perform all Supplier's obligations under these GPTCs in compliance with all applicable Capital Safety Supplier Requirements which shall apply to all Orders and can be accessed at the following Website https://www.3m.com/3M/en_US/suppliers-direct/ and in particular with standards that are consistent with the Supplier Responsibility Expectations including the Capital Safety Supplier Responsibility Code located at https://www.3m.com/3M/en_US/suppliers-direct/supplier-requirements/supplier-responsibility-expectations/.

11. Warranty

- 11.1. Capital Safety shall have the statutory warranty rights subject to the modifications below.
- 11.2. Capital Safety shall notify the Supplier of any defect discovered in the Products within 60 (in wording: sixty) business days from the defect being discovered.
- 11.3. Notices may be sent by fax or e-mail at the address indicated in the Agreement or in a separate letter to the Supplier. The Supplier shall respond to Capital Safety's complaint within 5 (five) business days from the receipt of the notice about the defect. The absence of response to the complaint within the above time limit shall mean that the Supplier has found the complaint legitimate.
- 11.4. If a Product is defective, Capital Safety shall have the right, at its own choice, to the following:
 - a) in the case of a Product specified as to its kind - to demand that the defective Product be collected from Capital Safety by the Supplier and replaced with a non-defective Product within 10 (ten) business days from the complaint being accepted or the lapse of the time limit for its acceptance; should the Supplier fail to perform its obligations to replace the defective Product, Capital Safety shall be entitled to rescind the Agreement without setting any additional time limit and to rescind any other Agreements to be performed whose subject-matter involves the same Products as those affected by a defect under a given Agreement; or
 - b) in the case of a Product specified as to its identity - to demand that the Product's defect be removed by the Supplier within 10 (ten) business days from the complaint being accepted or the lapse of the time limit for its acceptance, and following the ineffective lapse of the abovementioned limit Capital Safety shall be entitled to rescind the Agreement without setting any additional time limit, and to rescind any other Agreements to be performed whose subject-matter involves the same Products as those affected by a defect under a given Agreement; or
 - c) to demand that the Product price be reduced (also in the event where the time limits set forth in 11.4 a) or 11.4 b) are not met by the Supplier) or to rescind the Agreement in whole or in part; and

- d) in the event where the time limits set forth in 11.4 a) or 11.4 b) are not met by the Supplier - to purchase the Product from a different supplier at the Supplier's cost and at market prices following a prior notice to the Supplier. Any costs connected with the substitute delivery shall be borne by the Supplier. Any exercise of the right in point 11.4 c) shall exclude the possibility of exercising the right to substitute performance pursuant to point 11.4 d).
- 11.5. Any costs related to the exercise by Capital Safety of the rights referred to in the preceding sentences shall be borne by the Supplier.
- 11.6. Notwithstanding the rights set forth in point 11.4. above, Capital Safety shall be entitled to demand the payment of compensation for all damage sustained by Capital Safety in connection with the Product defect discovered or the Supplier's delay.
- 11.7. Unless expressly agreed by the Parties otherwise or longer warranty period declared by the Supplier unilaterally, the warranty period shall be 2 (two) years from the date of acceptance by Capital Safety of Products without reservation in accordance with paragraph 6.6 or 6.8 of the GPTCs.

12. Liability

- 12.1. The Supplier shall bear full liability towards Capital Safety for any damage resulting from the non-performance or improper performance of the Agreement.
- 12.2. The Supplier shall be liable towards Capital Safety for any claims, demands or any similar action by third parties against Capital Safety in connection with Products or Services. In such case Capital Safety shall be entitled to charge the Supplier with any costs incurred in connection with the action against Capital Safety by third parties set forth in the preceding sentence, including the costs of legal services, provided the Supplier was previously informed about such actions.

13. Confidentiality

- 13.1. The Supplier undertakes not to disclose to any party the content of these GPTCs, the provisions of the Agreement or any other information obtained during the negotiations and performance of the Agreement, including any information related to the subject matter of the Agreement, as well as information regarding Capital Safety or 3M Group and Capital Safety or 3M Group activities. In addition, the Supplier shall not disclose the fact of its cooperation with Capital Safety, including its provision of Services for Capital Safety or its delivery of Products to Capital Safety; in particular the Supplier may not include any information on its cooperation in its documents or on its websites or otherwise spread the fact of its cooperation with Capital Safety ("**Confidential Information**").
- 13.2. The above obligation shall not apply to any information which:
- a) is disclosed for the proper performance of the subject-matter of the Agreement;
 - b) was held by the Supplier prior to the commencement of negotiations and conclusion of the Agreement;
 - c) is made public in a manner which does not violate legal regulations, these GPTCs or the Agreement;
 - d) is made public pursuant to a written consent of Capital Safety.
- 13.3. The confidentiality obligation set forth in this point shall not violate the obligation to supply information to authorized bodies pursuant to mandatory legal provisions. The Supplier shall also cause its employees and persons hired to perform the Agreement to preserve the confidentiality of Confidential Information. The obligations to preserve the confidentiality shall not be limited in time and shall survive the expiry of the Agreement.
- 13.4. The Supplier shall not be entitled to use the logo, graphic elements, other trademarks or intellectual property rights owned by any 3M Group entity.

- 13.5. The Supplier is entitled to publish information about cooperation with Capital Safety including but not limited, on its websites solely after obtaining Capital Safety's prior written consent within this scope.

14. Trade secret

- 14.1. All the information, drawings, designs and other materials provided to the Supplier by Capital Safety in connection with the performance of the Agreement shall constitute Capital Safety trade secret and may not be used by the Supplier for any other purpose than the performance of the Agreement, and may not be copied or made available to any third parties. This shall also apply to all the drawings, designs and other materials prepared by the Supplier on the basis of the information, drawings, designs and other materials obtained from Capital Safety. The Supplier shall consider such documents as trade secret and shall treat them as Confidential Information. The Supplier shall bear liability for any damage which Capital Safety may sustain due to the breach of this obligation.

15. Return of documents

- 15.1. The Supplier shall return all the documents, their copies and other materials obtained from Capital Safety in connection with the performance of the Agreement within thirty (30) calendar days from its termination or at each request of Capital Safety and within such limit the Supplier shall destroy its own copies of notes and other materials developed on the basis of the above documents or materials.

16. Intellectual property rights and Breach of third parties' intellectual property rights

- 16.1. The disclosure of any information by the Capital Safety to the Supplier shall in no event imply that the Supplier has been granted any Intellectual Property Rights to such information.
- 16.2. Any Result(s) shall belong to the Capital Safety.
- 16.3. Supplier shall transfer exclusively to the Capital Safety the ownership of the Results, irrevocably and for the whole duration of the protection of the Intellectual Property Rights, in the entire world, without scope or purpose limitations. Such transfer shall occur progressively, as the Results are being obtained. The payment for Products or Services includes the remuneration of the Supplier for the grant of such license.
- 16.4. The Supplier represents and warrants that the subject-matter of the Agreement performed thereby shall not in any way breach any intellectual property rights and that, therefore, the Supplier shall release Capital Safety of any liability for any damage resulting from any breach of third parties' intellectual property rights and shall pay any third parties' claims resulting from such breach. The Supplier shall take all the necessary action to prevent third parties and relevant authorities from making claims against Capital Safety related to the violation of intellectual property rights in connection with the performance of the subject-matter of the Agreement.

17. Subcontractors

- 17.1. The Supplier shall not be entitled to entrust any third parties with any performance of, or perform with the assistance of such parties, any of its obligations under the Agreement without the prior written consent of Capital Safety. If Capital Safety expresses its written consent to the operation of third parties, the Supplier shall bear liability for the actions and omissions of such parties as for its own actions or omissions.

18. Transfer of rights and obligations

- 18.1. The Supplier hereby grants Capital Safety its consent to the transfer by Capital Safety of its rights or obligations under the Agreement in whole or in part onto an entity or entities of the 3M Group.
- 18.2. The Supplier may not transfer its rights or obligations under the Agreement in whole or in part without the prior written consent of Capital Safety, otherwise being null and void.

19. Correspondence

- 19.1. Unless specified otherwise in the Agreement, any statements, notices and other information between the Parties shall be made in writing and delivered personally or sent by registered mail or courier service to the other Party at the address of its registered office indicated in the Agreement (“**Correspondence Address**”). Each Party shall notify the other Party of any change to its Correspondence Address in writing; otherwise correspondence shall be delivered at the address previously given. Should a Party fail to notify the other Party of a change to its Correspondence Address for reasons attributable to the addressee, it is agreed that the delivery at the former address shall be effective upon the lapse of three (3) business days from the attempted delivery at the address previously given. In addition, if correspondence cannot be delivered for reasons attributable to the addressee, such correspondence shall be deemed to have been delivered on the third business day following the attempted delivery and if such delivery proved impossible for reasons attributable to the addressee.

20. Force majeure

- 20.1. If the Parties are unable to perform their obligations under the Agreement in whole or in part due to an event of force majeure, they shall not bear any liability for the non-performance or improper performance of such obligations, and in particular they shall not be obliged to pay any contractual penalties if stipulated for the other Party to the Agreement. An event of force majeure shall be an event beyond the control of the Party claiming the event of force majeure whose occurrence or consequences could not have been foreseen or prevented by that Party. If events of force majeure prevent the performance of the Agreement for more than three (3) months, either Party may terminate the Agreement with immediate effect.

21. REACH

- 21.1. The Supplier warrants that none of the Products delivered thereby shall contain any legally prohibited substances and that all the substances included in the Products delivered and subject to legal restrictions, including the restrictions resulting from the REACH requirements (Regulation (EC) 1907/2006 of the European Parliament and of the Council), shall not exceed legally permitted concentration levels. The Supplier shall previously notify Capital Safety of the exact concentration of each substance subject to restrictions in each Product and packaging ordered by Capital Safety and shall also submit such data on other substances whose data are required to be presented to governmental institutions, clients or waste recycling entities.

22. FCPA, COMPLIANCE WITH LAWS, COMPLIANCE AUDIT

- 22.1 Compliance. Supplier represents, warrants and covenants that Supplier and its affiliates, owners, officers, directors, employees, agents, subcontractors, consultants, and representatives (collectively referred to as “Representatives”) will perform all of Supplier’s obligations under the Agreement in compliance with all local, state, national, and international statutes, rulings, regulations, ordinances, and governmental directives, including, without limitation, those pertaining to anti-bribery (for example: all country anti-bribery laws as well as the U.S. Foreign Corrupt Practices Act and the UK Bribery Act), taxation, money laundering, competition, regulation of trade, the environment,

transportation, safety, health, and employment (collectively referred to as "Laws") that apply to Capital Safety, Supplier, either party's business, and the Capital Safety products and/or services to which the Agreement relates. Supplier will observe standards of business conduct that are consistent with Capital Safety's Code of Conduct and underlying Principles located at https://www.Capital Safety.com/Capital Safety/en_US/ethics-compliance/code/, as well as, if applicable Capital Safety's Supplier Responsibility Code located at [Capital Safety-supplier-responsibility-code-eng.pdf](#). Supplier further represents and warrants that neither it nor its Representatives will take any action that might cause Capital Safety to violate any Law. Supplier will advise Capital Safety immediately if it learns, or has any reason to know, of (i) any violation of any Law by Supplier or its Representatives that occurred or may have occurred in performing Supplier's obligations under the Agreement or (ii) any failure of Supplier or any of its Representatives to comply with Supplier's obligations under this Article.

22.2 Compliance Audit. As part of Capital Safety's own efforts to ensure its business operations are conducted in compliance with the Laws, during the Agreement's term and for five years thereafter, Capital Safety may choose to conduct audit(s) of Supplier's compliance with its obligations under this Article. Capital Safety will provide reasonable prior notice of such audit, and Supplier will cooperate in any such audit(s), including making Records available (defined as any of Supplier's and its Representatives' records, including, but not limited to pertinent data, assets, books and financial accounts); allowing review of Supplier's and its Representatives' Records that relate to Supplier's obligations under the Agreement, and interview of their personnel. Capital Safety will incur the cost of any audits under this "Compliance Audit" provision and determine, in its sole discretion, the scope, method, nature and duration of an audit.

23. Derogation clause

23.1. If any provision of these GPTCs or the Agreement proves invalid, such an invalid provision shall be replaced by an appropriate statutory provision. The complete or partial invalidity of the provisions of these GPTCs or the Agreement shall not affect the validity of the other provisions of the GTPCs or the Agreement.

24. Place of dispute resolution

24.1. In case the Supplier is a foreign entity or natural person, the court having relevant geographic jurisdiction to resolve any disputes resulting from the Agreement shall be the common court having jurisdiction over Capital Safety's registered office.

25. Insurance

25.1. Unless otherwise agreed by the Parties in writing, in documentary or electronic form, the Supplier providing the Products or performing the Services to Capital Safety is obliged to have insurance throughout the duration of the Agreement:

- a) product liability and general commercial liability; b) full civil liability covering the business activity, including, in particular, personal injury or property damage which the Supplier will cause to Capital Safety or to third parties in connection with the conducting of business activity, using of property, delivery of Products, placing Products on the market, performing Services for or at Capital Safety's premises, including for the detriment to health or death as a result of an misadventure,
- c) if the Supplier possesses and controls Capital Safety's materials or equipment, the Supplier shall be obliged to have a property insurance covering the loss or damage of such materials or equipment at least to the amount corresponding to the value of such materials or equipment,
- d) to the extent that the Supplier performs construction works at Capital Safety's premises, the Supplier is obliged to insure all risks with regard to construction-montage works (CAR / EAR)

related to property and equipment damage, including but not limited to tools, equipment, construction machines.

- 25.3. The sum insured, specified in the insurance agreement for the insurances referred to in point. 25.1. letter a), b) and d) above shall not be lower than EUR 100.000,00 (one hundred thousand) per occurrence.
- 25.4. If the Supplier performs Services at Capital Safety's premises using vehicles belonging to the Supplier, the Supplier is obliged to have vehicle insurance to the extent required by applicable law regulations, and in the absence of such regulations applicable to the type of vehicle, the Supplier shall have a civil third party insurance for the adequate type of vehicle against damage to property and damage to health, including death due to a misadventure, where the sum insured specified in the insurance agreement for such insurance coverage is not less than EUR 1.000.000,00 (one million) per occurrence.
- 25.5. Capital Safety reserves the right to increase the insurance requirements for the Supplier, depending on the type of Products provided or Services performed.
- 25.6. The insurance conditions required from the Supplier shall be subject to prior approval by Capital Safety in writing, documentary or electronic form. For this purpose, the Supplier - before commencing performance of the Agreement- will be obliged to send Capital Safety all documents confirming possession of valid insurance meeting the requirements set out in these GPTCs and individually by Capital Safety, within the deadline and/or on the terms and conditions set out by Capital Safety.
- 25.7. The insurance agreement, proof of premium payment, policies and other documents confirming the conclusion of the insurance agreement by the Supplier will be provided to Capital Safety by the Supplier within 7 days from the date they were requested by Capital Safety. In the event of a breach by the Supplier of the regulation referred to in this point, Capital Safety without prejudice to any other rights set forth in the GPTCs, the Agreement or the applicable legislation, shall have the right to terminate the Agreement with an immediate effect, without any compensation to the Supplier. Any costs which may arise for this reason will be borne solely by the Supplier.
- 25.8. Any changes to the terms and conditions of insurance shall each time shall be a subject of prior Capital Safety's consent.

26. Compliance with health and safety regulations

- 26.1. During the Supplier's stay on Capital Safety's premises, the Supplier providing the Products or performing the Services to Capital Safety and Supplier's employees as well as persons supporting the Supplier in performing of the Agreement, shall comply with the health and safety regulations, Capital Safety internal regulations and fire protection policies being in force at Capital Safety's premises. In the event of a breach by the Supplier, its employees or persons to whom a certain actions related to the Agreement are entrusted, of rules and regulations referred to in this point, Capital Safety without prejudice to any other rights provided for in this GPTCs, the Agreement or the applicable law, is entitled to terminate this Agreement, with immediate effect, without any compensation for the Supplier. Any costs which may arise for this reason will be borne solely by the Supplier.

27. Termination of Agreement

- 27.1 (Extraordinary notice) In addition to any other termination rights provided by these GPTCs, Capital Safety is entitled to - via delivering a written termination notice to the Supplier - terminate the Agreement with immediate effect in all cases recognized by applicable laws or in case of any essential breach of the Agreement by the Supplier
- 27.2 (Ordinary notice) If the Agreement is concluded for continuous supplies/services (i.e. for indefinite period of time) or for period of time exceeding 2 years, Capital Safety shall have always right to

unilaterally terminate such Agreement by way of delivery of written termination notice to the Supplier. The termination period should be 30 (thirty) calendar days from the date of delivery, unless longer termination period is specified by Capital Safety in the notice.

28. Miscellaneous provisions

- 28.1. This GPTCs, the Agreement, and any transactions between Capital Safety and the Supplier are governed by Slovak law and all their provisions shall be construed accordingly.
- 28.2. The titles of the editorial units of the Agreement and the GPTCs are only of ancillary importance and should not be taken into account in the interpretation of the Agreement or GTPCs.
- 28.3. The Parties hereby exclude the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) of 11 April 1980.
- 28.4. If the Agreement or the GPTCs will be drawn up in two language versions, in the case of discrepancies between the versions, the Slovak version shall prevail.
- 28.5. Capital Safety acts as data controller within the meaning of article 4(7) of the EU General Data Protection Regulation ("GDPR") and will process personal data of persons representing Supplier, as well as personal data of Supplier (if he/she is a natural person) in accordance with the Capital Safety Privacy Policy found via https://www.3mslovensko.sk/3M/sk_SK/company-ctl/privacy-policy/ in particular for:
 - a) the performance of the Order – which is indispensable for the performance of Order submitted to Supplier (legal basis: article 6 item 1 letter b) of the GDPR);
 - b) conclusion, performance and settlement of the Agreement (legal basis: article 6 item 1 letter b) of the GDPR);
 - c) recovery of potential debts (legal basis: article 6 item 1 letter b) of the GDPR);
 - d) developing and managing the relationships with the Supplier which amounts to the performance of the legitimate interest of Capital Safety (legal basis: article 6 item 1 letter f) of the GDPR);
 - e) communicating with the Supplier which amounts to the performance of the legitimate interest of Capital Safety (legal basis: article 6 item 1 letter f) of the GDPR);

Capital Safety may share personal data with other entities of the 3M Group, as well as with third parties which it engages to provide services, including the entities having registered seat in the United States of America or other countries located outside the European Union.

Supplier's representatives and Supplier (in case he/she is a natural person) have the right to:

- a) access and correct his/her data,
- b) lodge a complaint with the President of the Office for Personal Data Protection in case he/she considers that the processing of the personal data of the person making a complaint violates GDPR;
- c) object to the processing of personal data of the data subject making such an objection, and request to restrict the processing of personal data of data subject requesting such restriction or to delete his/her data.

Further information on how Capital Safety processes personal data and individuals' rights is provided in the Capital Safety Privacy Policy found via https://www.3mslovensko.sk/3M/sk_SK/company-ctl/privacy-policy/

Questions regarding the way Capital Safety processes personal data or how to exercise any individual rights under the GDPR can be addressed to DPO_EU@mmm.com.

- 28.6. The Supplier undertakes to provide on behalf of Capital Safety to all of its employees and subcontractors' employees whom it shall use in the performance of the Agreement and whose data shall be made available to Capital Safety, within 30 days from the day the data has been provided to Capital Safety at the latest (and in the event of a change of a given person - within 30 days from the date of the change at the latest) information as mentioned in Appendix 1 hereto on behalf of Capital Safety,
- 28.7. Capital Safety shall be entitled to amend these GPTCs. The amendments of the GPTCs shall be delivered to the Supplier upon Capital Safety's choice - via mail, email, by courier, through Capital Safety employees or fax, together with the date of their entry into force. In case the date of coming into force of the amended GPTCs is not specified in the manner specified above, it is assumed that the amended GPTCs shall come into force 30 calendar days following their delivery to the Supplier. In case where the amendments to the GPTCs are sent by mail, courier, through Capital Safety employees (in person), they are deemed as received at the time of the actual delivery and in the event that the deliverer could not deliver them for reasons attributable to the addresser, the amendments shall be deemed as received on third working day, following the day on which the deliverer attempted to deliver the amendments and such delivery was not possible for reasons attributable to the addresser. In case where the amendments to the GPTCs are sent by fax or email they shall be deemed as received on the working day following the day were sent by email or fax. However, if the Supplier refuses to accept the amendments to the GPTCs, the Supplier is entitled to terminate the Agreement or any other agreement to which GPTCs were included with 14 day' notice delivered to Capital Safety within 21 days of receiving by the Supplier of the amendments to the GPTCs. In case where the Supplier fails to terminate the Agreement or any other agreement mentioned above, the amendments of the GPTCs shall come into force in the dates specified in accordance with the rules indicated in the preceding sentences.

January 2023

Appendix 1 to the Capital Safety General Purchase Terms and Conditions
GDPR notices

Before submitting the GDPR notice on behalf of the companies below, please complete the Supplier's information in the blank spaces;

“**Capital Safety**” shall mean: **Capital Safety Group - Banská Bystrica, s.r.o.**, a company incorporated under the laws of Slovak Republic, with its registered seat in Banská Bystrica and address at Jegorovova 35, 97401 Banská Bystrica, Slovakia, registered with the Commercial register of the District Court Banská Bystrica, section Sro, file No: 6525/S, Identification no.: 36 042 480, Tax identification no.: 2020093977, VAT Identification no: SK2020093977, ("Capital Safety") advises that it has obtained your following personal data: name, surname, position, employer's name, business e-mail address, business phone number and other contact details from _____ with its registered office in _____, ("Supplier"). Capital Safety acts as data controller within the meaning of Article 4 (7) of the General Data Protection Regulation ("GDPR") and shall process your personal data in accordance with the Capital Safety Privacy Policy: Capital Safety https://www.3mslovensko.sk/3M/sk_SK/company-ctl/privacy-policy/, in particular to implement and settle the agreement made by and between Capital Safety and the Supplier and to enable on-going contact as part of the performance of this Agreement (legal basis: Article 6 item 1 letter b) in conjunction with letter f) of GDPR). Capital Safety may share data with entities from the 3M Group as well as third parties which it engages to provide services, including entities based in the USA and in other countries located outside the European Union.

You have:

- a) the right to access your data and amend it;
- b) the right to lodge a complaint with the supervisory authority if it is deemed that the processing of personal data regarding the person submitting the complaint is in breach of the provisions of the GDPR;
- c) the right to object at any time to the processing of personal data regarding the person submitting the objection and to demand the restriction of the processing of personal data regarding the person submitting the request or deletion of their personal data.

Detailed information on the processing of personal data by Capital Safety and the exercise of the rights of persons affected by the processing of personal data can be found in the Capital Safety Privacy Policy: https://www.3mslovensko.sk/3M/sk_SK/company-ctl/privacy-policy/. You can contact the Capital Safety European Data Protection Officer by sending to:

Capital Safety Belgium, Hermeslaan 7,
B-1831 Diegem, Belgium

Attn: EU Data Protection Officer

an appropriate letter with an annotation "DPO" or in an electronic form by sending an e-mail to the address: DPO_EU@mmm.com.