TERMS AND CONDITIONS

Of Heneken, s.r.o., with registered office at Prievozská 4/A, 821 09 Bratislava, Slovakia, Company ID: 36 848 611, registered in the Commercial Register at Bratislava I District Court, Section: Sro, File no. 64793/B

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odd. Sro, vložka č. 64793/B
IČO: 36 848 611
IČ DPH: SK7120001515

1. INTRODUCTORY PROVISIONS

1.1 These Terms and Conditions ("T&C") stipulate relations between Heneken, s.r.o., with registered office at Prievozská 4/A, 821 09 Bratislava, Slovakia, Company ID: 36 848 611, registered in the Commercial Register at Bratislava I District Court, Section: Sro, File no. 64793/B as the seller or purchaser ("Heneken") and natural persons – sole proprietors and legal entities as purchasers or sellers ("Partner") formed in connection with the conclusion of an individual partial purchase agreement and/or standardised purchase agreement ("Contract") between Heneken and the Partner (collectively as "Parties" or individually as "Party").

1.2 The T&C apply to all contractual relationships between Heneken and the Partner formed on the basis of transactions involving various types of commodities, merchandise and materials (i) in the metallurgical industry, in particular in connection with the sales of non-ferrous metals and additives for metallurgy, (ii) in trade with non-hazardous wastes and (iii) in the agriculture industry involving the purchase and sale of agricultural commodities, particularly fertilizers, oilseeds, cereals and pulses with commodities, merchandise and materials are more precisely specified in a Contract ("Goods") and stipulating the general rights and obligations of the Parties as purchaser and seller, whereby Heneken may be the seller (supplier) or purchaser (customer) based on the individual contract as defined in commitments of the Parties therein.

1.3 The rights and the obligations of the Parties defined herein comprise an integral part of all Contracts per §273 of Act No. 513/1991 Coll., the Commercial Code, as amended, valid and in force in Slovakia ("Commercial Code") referencing the application hereof.

1.4 For avoidance of doubt, the Parties have agreed that in the absence of regulation of business cooperation by this T&C or the Contract, Terms and Conditions provided by the Partner and/or any other documents that may otherwise regulate business relationship between Heneken and the Partner would not apply to business cooperation of Heneken and the Partner without prior written consent of the Executive of Heneken. The Parties have further agreed that in such cases, the mutual business relationship shall be governed by applicable Slovak legislation, in particular the Commercial Code.

1.5 Heneken is authorised to unilaterally modify the contents hereof by applying the procedure defined in Sub-section 10.3 herein; such change is considered binding and amends all contractual relationships and transactions conducted on the basis thereof once the new form hereof is published per the rules defined herein.

1.6. If the Parties conclude a Contract in the manner defined herein, any subsequent modification of the rights and obligations defined herein must be agreed upon by the Parties in writing and executed in the form of a Contract signed by the authorised representatives of the Parties such as their statutory body and/or other employees of the Parties demonstrably authorised to act on behalf of the Parties ("Authorised Person").

2. ORDER FOR GOODS AND CONCLUSION OF CONTRACT

2.1 Conclusion of Contract is preceded by the process of order confirmation from Heneken or the Partner. If explicitly agreed upon by the Parties for an individual case, Heneken may accept a standardised order or draft agreement completed by the Partner ("External Proposal") but such External Proposal must be properly confirmed, i.e. signed by Heneken's executive or their authorised representative, who must provide proof of valid written authorisation from Heneken for this specific person. For the purposes of the above, the Partner is not acting in good faith if a person representing Heneken fails to submit valid written authorisation to conclude such Contract and the Partner is aware that the ultra vires actions of such person in this case are in no way binding for Heneken.

An External Proposal must be marked with the imprint of Heneken's official stamp and shall include information as to the confirmation of the order processed by Heneken in the SAP system. Heneken shall return the confirmed External Proposal to the Partner once all of the conditions for acceptance have been met (i) via email, whereby the person authorised to confirm the External Proposal must be identified in a copy of the email confirming acceptance of the External Proposal and the External Proposal and confirmation of the order completed in the SAP system shall be attached to this email , or (ii) in letter form delivered as registered mail via the postal service or a courier to the Partner's address. The Contract is concluded on the date on which the confirmed External Proposal is sent as an attachment to the confirmation email or upon the expiry of three (3) business days from the date on which the consignment containing the confirmed external order was dispatched (if the Partner does not confirm receipt at any prior time).

The Partner agrees that if any contractual conditions are not included in the Contract concluded based on such External Proposal, then the provisions hereof shall apply to the contractual relationship, including conditions defining the decisive body of law and jurisdiction of the courts, which the Partner confirms upon conclusion of the Contract; the conditions hereof have priority over any applicable legal standards within the contractual freedom of the Parties. To

clarify, the T&C apply to all of Heneken's contractual relationships from the moment of their publication and Heneken is not obliged to send the Partner the contents hereof together with the confirmed External Proposal.

2.2 In all other cases not identified in Sub-section 2.1 above, a Contract is concluded upon the completion of a formal order by Heneken in the SAP system ("Order") whereby the Partner is obliged to accept such a completed Order either (i) in the form of a scan of the signed Order attached to a confirmation email or (ii) a physical copy of the Order signed by the Authorised Person sent by post or courier service to the address of Heneken's registered office or (iii) acceptance of the Order sent by Heneken by confirmation email of the Partner delivered to Heneken, whereas in such case, acceptance of the Order by email confirmation shall constitute conclusion of the Contract in accordance with these T&Cs.

The Parties have agreed that electronic acceptance of the Order by verified email addresses constitutes a credible way of acceptance of the Order by the Partner, resulting in conclusion of the Contract in accordance with these T&Cs, where the signing of the Order by any of the Contracting Parties is not required. A Party who invokes the invalidity of the conclusion of the Contract in any of the ways provided in these T&Cs shall be obliged to prove that the conclusion of the Contract pursuant to these T&Cs has not occurred. For the avoidance of doubt, the Parties confirm that acceptance of the Order by any of the above methods by the Partner results to the conclusion of the Contract.

Heneken is free to send orders in paper form in individual cases. Contract conclusion occurs on the date the Order or confirmation email is delivered to Heneken. To clarify, if the Partner indicates any changes in an Order compared to its original contents completed by Heneken, such Order is not considered confirmed; rather it is treated as a new draft Contract and Heneken then must accept the changed contents of the Order using the procedure defined in Sub-section 2.1 above (the conditions for acceptance of an External Proposal apply in such case *mutatis mutandis*). If there are serious doubts as to if an order was delivered to Heneken and if a Contract was concluded with the Partner, the Partner is obliged to request confirmation of the delivery of the confirmed order from Heneken; if the client neglects to fulfil such obligation, any irregularities regarding this specific delivery shall be to the detriment of the Partner.

2.3 An order sent by the Partner to Heneken must contain the following details:
2.3.1 identification, type and specification of the Goods to be included in the delivery;
2.3.2 the quantity of Goods ordered;

2.3.3 the price for the Goods defined as the price for the Goods excluding taxes or customs duties while the Partner shall also specify any related VAT amount;
2.3.4 an Order issue date;
2.3.5 the requested delivery date for the Goods;
2.3.6 delivery and shipping conditions per INCOTERMS 2010;
2.3.7 other specific requests and instructions involving in particular, but not exclusively, specific properties of the Goods and the loading, shipment and/or storage of the Goods if they must be provided given the characteristics of the Goods themselves;
2.3.8 identification details (business name, registered office/place of business, Company ID or Tax ID and VAT ID and registration details).

2.4 An order based on which Heneken orders Goods from a Partner shall always contain the details specified in Sub-section 2.3.1 – 2.3.8 above while Heneken is authorised to send the Partner the standardised Order completed in the SAP system. If Heneken sends the Partner a draft Contract completed in the SAP system, such draft replaces the Order and the provisions of Sub-section 2.3 apply appropriately.

2.5 A Contract concluded in the manner defined in Sub-sections 2.1 – 2.4 herein is binding for the Parties at the moment defined in Sub-section 2.1 or 2.2, or 2.4 herein. The Parties agree that correspondence via email is binding for the Parties and that email represents a trustworthy form of correspondence between the Parties whereby no confirmation of documents sent via email in physical, written form is required. The Party responsible for the invalidity of a delivered email that led to the delivery of an accepted External Proposal, Order or draft Contract is obliged to demonstrate that delivery of an Order did not occur and that it had no objective knowledge of the failure to deliver such confirmation email to the other Party through no fault of its own.

2.6 If any of the conditions stipulated in an Order are amended in the draft standardised Contract, the Order is not considered confirmed and the Parties are obliged to confirm the contents of such standardised Contract in writing or via email. The provisions regarding electronic acceptance per Sub-section 2.5 apply equally.

2.7 If payment of the purchase price or portion thereof based on an invoice or pro forma invoice issued by Heneken to the Partner is considered conclusion of a Contract between the Parties based on their business practices, the specification of the Goods contained on such invoice is considered binding for determining the contents of such Contract together with other deliveries, payment and other conditions identified in the email to which such (pro forma) invoice is attached. To clarify, the following cumulative circumstances must occur for Heneken to

validly conclude a Contract: (i) acceptance of the External Proposal or Order from the Partner and (ii) payment of the (pro forma) invoice.

2.8 To ensure legal certainty for the Parties, all Parties are obliged to ensure that business information cannot be abused by third parties in the case of electronic or phone communication and correspondence. Towards such end, the Parties commit to only use their official email addresses and phone numbers for their communication and are obliged to permit an inspection of such contact details.

3. PAYMENT TERMS

3.1 The purchase price represents an integral part of a Contract and must be expressed as the total price for the Goods or a unit price for a specific quantity of Goods, whereby the total price in such case is the product of the unit price and the total quantity of Goods identified in the Contract. The purchase price may include fees associated with delivery of the Goods. If the purchase price is defined with a reference to a price list of any of the Parties, such price list must be attached to the Contract or published in such a manner that raises no doubts as to the amount of the purchase price.

3.2 The Purchaser (Heneken or the Partner depending on the type of contractual relationship) commits to pay the purchase price for the Goods delivered by the Seller (Heneken or the Partner depending on the type of contractual relationship) as agreed upon between the Parties and based on the payment terms defined in the Contract. The purchase price is considered paid upon the demonstrable crediting of funds equal to the purchase price on the Seller's account.

3.3 If the purchase price or portion thereof is subject to any regulations, the Seller is obliged to inform the Purchaser of such fact in advance. In the case of a regulated purchase price, such price may only be modified as a result of changes in applicable legislation after conclusion of the Contract but before delivery of the Goods; in such case, any of the Parties may withdraw from the Contract after notice of a change in the purchase price as a result of such change under the assumption that notification of withdrawal was delivered before delivery of the Goods.

3.4 For the purposes of paying the purchase price, the Seller shall issue the Purchaser an invoice (tax record) in the amount of the agreed purchase price in the form and with the details required by applicable tax regulations. If an invoice has any defects that render it invalid, the given Party is obliged to amend the

invoice in compliance with valid legislation. The same applies if such defects are discovered after the purchase price is paid based on an issued invoice.

3.5 Unless the Parties agree otherwise, the Seller shall issue the invoice to the Purchaser on the day on which the Goods are delivered to the Purchaser.

3.6 Heneken is authorised to request that the Partner pay a deposit as an advance payment before the delivery of the Goods and to issue a pro forma invoice to the Partner for such purpose. The Partner is obliged to pay the deposit for the Goods within the payment terms identified on the pro forma invoice. If the deposit is not paid within the payment term, the Contract is terminated on the day following the payment date for the deposit without the need for Heneken to take any action and whereby the Partner is not authorised to seek performance of the delivery based on the Contract. If the deposit is paid after the defined payment term, Heneken shall confirm and deliver on the Contract with the Partner's approval, which results in the re-establishment of the Contract with identical conditions.

3.7 If the Partner does not have a sufficient insurance limit with the Seller, the Seller is entitled to demand from the Partner the payment of a deposit - an advance payment for the purchase price in full and to issue an advance invoice to the Partner for this purpose. The subsequent steps are identical to those described in point 3.6.

3.8 If the Parter is in delay with the payment of a due invoice or part thereof, Heneken is authorised to seek payment of interest from delay from the Partner in the amount of 0.05% of the outstanding amount per day for every day of delay.

3.9 If Heneken delivers Goods to the Partner based on multiple Contracts, the Partner commits to pay its due commitments from all Contracts concurrently. If the Partner is in delay with payment of the purchase price (or part thereof) based on any due invoice (including pro forma invoices) even just once, all the Partner’s other liabilities, including those not yet due, become due immediately on the date in which such delay occurred in each individual case. Heneken is authorised (i) to halt the delivery of subsequent Goods to the Partner until the fulfilment of all commitments on the part of the Partner and/or (ii) to set off all payments (including deposits) for Goods not yet delivered to pay the purchase price of delivered Goods affected by delay in payment of the purchase price. Heneken is not considered in delay with delivery of the Goods themselves during such periods of the Partner’s delay with payment of an invoice (or pro forma invoice).

3.10 If the Partner delivers Goods to Heneken on the basis of a single Contract and/or multiple Contracts in the contractually agreed quantity and in the

contractually agreed purchase price and the Partner does not deliver the Goods in a full and timely manner, Heneken is authorised to secure the goods from third parties and then seek compensation for damages from the Partner in the form of lost profits, representing the material damages suffered by Heneken as a result of any difference between the purchase price for Goods agreed upon with the Partner and the cost of replacement Goods Heneken was forced to procure from third parties as a result of the Partner's failure to deliver the Goods in a timely manner.

3.11 Heneken is authorised to unilaterally set off all payments received to cover the Partner's commitments regardless of any payments Heneken has already received for various invoices. The Partner hereby grants consent to unilateral set-off on the part of Heneken if there are mutual entitlements to contractual fines and compensation for damages. This has no prejudice on Heneken's entitlement to withdraw from the Contract.

3.12 Payment of any contractual fine under the provisions hereof has no prejudice on Heneken's entitlement to compensation for damages whereby the Parties agree Heneken is authorised to request compensation for damages in full in addition to entitlement to a contractual fine, unless agreed otherwise.

4. DELIVERY TERMS

4.1 The delivery of Goods, including shipment, is agreed in accordance with Incoterms 2010, whereby the delivery code shall be identified in the Contract and/or will be determined by the business practices, if any, established between the Parties.

4.2 Heneken is authorised to provide partial delivery of the Contract and the Partner is obliged to accept such partial delivery of Contract, unless explicitly agreed otherwise.

4.3 The Purchaser is obliged to provide demonstrable proof to the Seller of the acceptance of the Goods on the delivery note or CMR note or using any other means in existence depending on agreements and the business practices established by the Parties. If the Goods are sold abroad, the Partner shall declare upon conclusion of the Contract that the Goods will be exported outside of Slovakia and, if so requested by Heneken, shall issue specific confirmation of such fact to the Seller without any undue delay after Heneken makes such request. If the Partner fails to fulfil its obligation to export the Goods outside of Slovakia, even though such destination is identified in the Contract as the Place of Delivery per Sub-section 4.12 herein, the Partner is liable to Heneken for all damages that it suffers as a result of its violation of applicable tax regulations. If

the Partner does not issue confirmation of the export of the Goods outside of Slovakia in the form and with the contents requested by Heneken for the purposes of fulfilling tax obligations and delivery is not completed within 20 (twenty) days of Heneken's request of the Partner, Heneken is authorised to request payment from the Partner of a contractual fine in the amount of €500 (five hundred euros) for every individual violation to provide Heneken with confirmation in a full and/or timely manner.

4.4 The delivery deadline for the Goods is defined individually in the Contract. Heneken shall define the deadline or delivery date for the Goods with respect to current stock levels, which the Partner is informed of during the process of Contract conclusion. Delivery periods commence on the day following the date of Contract conclusion or the date of payment of the pro forma invoice if issued by Heneken or any other decisive day identified in the Contract.

4.5 If a Contract concerns delivery of the Goods stored in a customs warehouse operated by a third party that is not a contracting party, the Seller commits to ensure the performance of any and all activities leading to the allocation and subsequent release of the Goods from the customs warehouse to the place of delivery specified in the Contract under Sub-section 4.12 herein immediately after the fulfilment of delivery and/or payment terms by the Purchaser; otherwise, the Seller is liable for damages suffered by the Purchaser as a result of the unjust detention of the goods in the customs warehouse. For the purposes of demonstrating proper fulfilment of the conditions leading to the allocation and subsequent release of the Goods from the customs warehouse in accordance with valid regulations stipulating such allocation and release from the customs warehouse, the Seller commits to provide the Purchaser with cooperation, including complete documentation, required under customs regulations to allocate and then deliver the Goods to the agreed place of delivery.

4.6 Under Sub-section 4.5 herein and for the purposes of ensuring the fulfilment of conditions leading to the allocation and subsequent release of the Goods from the customs warehouse, the Seller commits to provide the Purchaser with any and all cooperation needed in accordance with applicable regulations in the location of the customs warehouse stipulating the regime for allocation and release of Goods from the customs warehouse, in particular, but not exclusively, complete documentation required under applicable customs regulations for the allocation and subsequent delivery of the Goods to the Place of Delivery.

4.7 If the Partner committed to pay a deposit before delivery of the Goods, the delivery period for the Goods is extended by the period in which the Partner is to complete deposit payment if the Contract is not terminated.

4.8 Delivery periods may only be changed upon agreement between the Parties. Heneken is authorised to unilaterally change the date of delivery of the Goods if Heneken informs the Partner of delay in delivery of the Goods by 4 PM on the day prior to the planned delivery date of the Goods and such delay will not exceed 48 hours from notification of delay on the part of Heneken and the Partner agrees with such practice.

4.9 Heneken commits to inform the Partner of the exact day and time of delivery of the Goods (i.e. days on which the Goods may be accepted) at least twelve (12) hours before the contractually agreed deadline for delivering the Goods. If delivery of the Goods is bound a specific calendar week or a specific calendar month without specification of a specific day for accepting the Goods, Heneken is authorised to specify such exact date or multiple days during which the Goods will be ready for the Partner to take delivery.

4.10 The Partner is obliged to accept the Goods in the contractually-agreed period specified by Heneken on the specified date or time of delivery ("Date of Delivery").

4.11 If the Partner is in delay with the acceptance of the Goods on the defined Date of Delivery, Heneken is authorised to demand payment from the Partner for interest from delay totalling 0.05% of the purchase price of the Goods per day for every day of delay from the Date of Delivery to the date of the proper acceptance of the Goods. Heneken is authorised to store the Goods at the Partner's cost whereby the Partner agrees that Heneken is not obliged to secure the storage of unaccepted Goods for more than one (1) month from the Date of Delivery ("storage period"). Heneken is authorised at its discretion to abbreviate the storage period to five (5) business days, whereby Heneken is authorised to sell the Goods to another party after the expiry of this period to accept the Goods. This has no prejudice on entitlement to withdraw from the Contract.

4.12 The Parties are required to clearly and without and doubt identify (i) the pick-up location for the Goods at which the Goods are to be turned over for shipping (if needed to allow the other Party to perform its obligations, in particular if the Purchaser is the Party performing shipment) and (ii) the place of delivery of the Goods, which is specified by a mailing address or specification of the building, warehouse or structure representing the place of delivery ("Place of Delivery").

4.13 If Heneken is unable to fulfil its obligation to deliver the Goods to the Partner due to incorrect, misleading or incomplete specification of the Place of Delivery of the Goods and the Partner does not provide Heneken with additional information in a timely manner (within 2 hours at the latest) once Heneken

requests such details and/or if the Goods are rejected for storage at the Place of Delivery, the Partner shall cover any and all costs associated with the delay in unloading, in particular, but not exclusively, parking fees, shipment to another location, including warehousing fees at such location, or the return of the Goods to the place of loading. To clarify, if Goods delivered by Heneken are discovered to be damaged and/or partially incomplete during acceptance of the consignment at the Place of Delivery, the Partner is obliged to accept such consignment and inform Heneken of such damage and/or partial loss without any undue delay together with all shipping and customs documents, storage records and photo documentation (or a video recording) of the delivery of the consignment. If necessary, Heneken shall send an independent commissioner (as an independent inspector) to the Place of Delivery to determine the scope of damage or loss of the consignment and/or to secure the liquidation of the consignment. Delivery of an incomplete consignment is considered partial delivery on the part of Heneken, whereby Heneken commits to complete delivery of the missing/damaged part of the Goods within 14 (fourteen) days from the original Date of Delivery, unless otherwise agreed between the Parties in writing.

4.14 The Parties are aware and agree to report any accident or damage to the goods occurring for any reason during the shipment of the Goods without any undue delay once the Party responsible for shipment is notified of such fact by the carrier, whereby the independent commissioner is dispatched to the place at which the accident occurred or the damage was discovered in all instances in which the value of the Goods exceeds €2,000 (two thousand euros). The Parties agree that an independent entity or other qualified company defined by the Parties in a separate agreement and active in the location where a specific incident shall be evaluated shall perform the position of independent commissioner. The Parties likewise commit to respect the conclusions reached by the independent commissioner and the manner in which they recommend disposing of the Goods after such inspection, whereby the Parties shall then negotiate on the payment of costs associated with the commissioner's activities; unless agreed otherwise, the Party responsible for conducting shipment shall cover these costs.

4.15 If Heneken delivers perishable Goods and/or Goods that may suffer damage or have been damaged as a result of such circumstances and it is impossible to complete delivery to the Place of Delivery for the reasons defined in Sub-section 4.13 above, Heneken is authorised to prevent further degradation of the Goods and, at its discretion, (i) store the Goods at another suitable location at the Partner's expense, (ii) secure their return to the place of loading for delivery to the Partner, or (iii) conduct their direct sale at their current location (collectively as "Liquidation Operations") in situations in which the circumstances make it clear that this is the best option and whereby Heneken

shall inform the Partner of such action before actually performing any Liquidation Operations. If the Partner issues an order before Heneken performs any Liquidation Operations to otherwise dispose of the Goods, Heneken shall permit the Partner to dispose of the Goods at their current location and the Partner commits to pay Heneken for any and all costs associated with the change in delivery conditions. Heneken shall bill all such costs to the Partner within 30 (thirty) days at the latest from the delivery of all shipping documents confirming acceptance of the Goods from the Partner at any location other than the agreed Place of Delivery within 60 (sixty) days from the original Date of Delivery at the latest. If the Goods are sold directly, the proceeds from such sale shall be set off against payment of the purchase price and costs associated with such activity. To clarify and in the case of shipping and the completion of any Liquidation Operations, Heneken is authorised to bill the Partner for compensation for time lost communicating with the Partner and/or the Liquidation Operations, whereby the Parties agree that such charge is a minimum of €200 per individual instance or a rate of €80 per 60 minutes.

4.16 If the Goods or part thereof are not received by the Partner on the agreed Date of Delivery and/or agreed Place of Delivery, Heneken is authorised to demand payment from the Partner of a contractual fine for violation of the obligation to take full delivery of the Goods equal to 10% of the total purchase price for the Goods agreed in the Contract; this amount may be unilaterally set off against the paid-up purchase price or deposit for the Goods. This has no prejudice on entitlement to withdraw from the Contract.

4.17 Risks of damage to the Goods transfer to the Purchaser on the date of the full delivery of the Goods by the Seller or the date on which the Goods are released for their acceptance by the Purchaser. To clarify, if the Partner refuses to accept the Goods at the Place of Delivery without grounds and for any reason other than delay of delivery and/or damage to the Goods or does not accept the Goods at the Place of Delivery, even though the Goods were delivered in a full and timely manner, or if Heneken is authorised to store the Goods at the Partner's cost under the conditions defined herein, the risks of damage to the Goods transfer to the Partner at the moment of such refusal to accept the Goods or on the date which full delivery of the Goods should have occurred or on the storage date of the Goods at the latest.

4.18 Heneken is not liable for damages or other entitlements based on delay with the delivery of the Goods if such delay was caused by circumstances that preclude liability affecting Heneken or its subcontractor.

4.19 The Partner is obliged to inspect the delivered Goods, in particular their completeness and quality, upon acceptance of the Goods. Heneken shall not consider any claims involving the completeness of the delivered Goods that are

more than three (3) months removed from the Date of Delivery of the Goods except for defects in the warranty period per the provisions of the Commercial Code or provided by the manufacturer of the Goods. The Parties agree to respect the conclusions of the independent inspector (commissioner) when resolving claims involving defects in the Goods; the costs of the inspector's activities are covered by the Party whose claim is not honoured or by both Parties proportionally based on the extend to which their claims are honoured.

5. TITLE TO THE GOODS, WARRANTY

5.1 Title to the Goods delivered by Heneken transfers to the Partner upon payment of the full purchase price and fees associated with the delivery of the Goods if not included in the purchase price and the Partner is obliged to make payment for them to Heneken. Title to the Goods transfers to Heneken upon delivery of the Goods to the Place of Delivery and full acceptance of the Goods, unless otherwise agreed in the Contract. For such purpose, Heneken is authorised to request copies of all shipping documents related to the Goods from the Partner.

5.2 Heneken is liable to the Partner for the quality of the delivered Goods for a period of six (6) months from the acceptance of the Goods ("Warranty Period") by the Partner ("Warranty"). The Partner is likewise liable to Heneken for the quality of the delivered Goods for a period of at least six (6) months from the date on which Heneken accepts the Goods.

5.3 The Warranty applies exclusively to defects discovered in the Warranty Period and caused by the incorrect composition or processing of the material and that has an impact on its subsequent processing or usage. The Warranty Period may not be extended. To clarify, the Partner may not make claims involving the composition and/or processing of the Goods if the Goods are delivered to the Partner in the standard manner for the specific type of Goods on the relevant market and the Partner does not explicitly define specific requirements concerning the quality of the Goods in the Contract.

5.4 The Warranty does not cover defects occurring in the Goods as a result of unprofessional handling or processing of the Goods after they are turned over to the Partner.

5.5 The Partner is obliged to report defects in the Goods without any undue delay in writing or in person at Heneken's registered office, demonstrate defects in the Goods by completing a claims report for the Goods containing (i) photo

documentation of the defective Goods (before starting any unloading and/or handling of the Goods on the part of the Partner, during handling of the Goods and after the Partner has completed handling of the goods so that it is clear that the Goods were delivered by Heneken) and (ii) providing a sample of the defective Goods if possible without breaking down the Goods and (iii) providing Heneken with contractual documentation, including the Contract and delivery note or CMR delivery note by which the Partner demonstrates to Heneken the delivery of the Goods by Heneken or another carrier.

5.6 In addition to the obligations defined in Sub-section 5.5 herein, the Partner is obliged to conduct testing of the Goods upon Heneken request for the purposes of determining the defects in the Goods and to demonstrate the test results to Heneken in a credible manner. Test results shall be binding for the Parties.

5.7 All rights and obligations of the Parties concerning defects in the Goods are subject to applicable provisions hereof and applicable provisions of the Commercial Code covering liability for defects.

6. WITHDRAWAL

6.1 Any of the Parties may withdraw from a Contract in the event of a serious breach of Contract by the other Party under Sub-section 6.2 or 6.3 below or for any other reasons identified herein.

6.2 Significant breach of Contract on the part of the Seller primarily concerns the following:
6.2.1 The Seller does not deliver the Goods to the Purchaser on the agreed Date of Delivery, or in a substitute period of no more than four (4) weeks from the agreed date of delivery;
6.2.2 The Seller delivers Goods to the Purchaser in any level of quality and/or quantity other than explicitly specified by the Purchaser in the Contract.

6.3 Significant breach of Contract on the part of the Purchaser primarily concerns the following:
6.3.1 The Purchaser is in delay with payment of the purchase price as defined in the Contract by more than 30 (thirty) days;
6.3.2 The Purchaser fails to pay a pro forma invoice, or in a substitute payment term of two (2) days from its original payment date;
6.3.3 The Purchaser fails to take delivery of the Goods, even after expiry of five (5) business days from the planned Date of Delivery.

6.4 Given the obligation to deliver the Goods and/or pay the purchase price for the Goods to be performed by Heneken as the seller in the future, Heneken is authorised to withdraw from a Contract concerning the future delivery of the Goods and/or payment of the purchase price for the Goods when it is clear based on the Partner's conduct or other circumstances that the Partner is in breach of its obligations on the basis thereof in a significant manner, in particular, but not exclusively, if the Partner does not fulfil its obligations from completed contracts, i.e. not paying for the Goods or not delivering Goods under the conditions defined in the Contract and the Partner does not provide Heneken with sufficient security without any undue delay after receiving such request.

6.5 Notification of withdrawal must be completed in writing and must be sent to the other Party. Withdrawal is effective upon the expiry of a five (5) day period beginning on the date of the demonstrable delivery of written notification of withdrawal to the other Party, whereby such period commences on the first day following the turn over of the consignment containing notification of withdrawal for delivery to the post office or a courier service. The Parties are obliged to return provided deliveries made under the Contract unless otherwise stipulated in the Contract or herein. To clarify, withdrawal sent exclusively in email format is disregarded and such notifications are only considered to be informative in nature.

6.6 Withdrawal terminates all rights and obligations of the Parties under the Contract on the effective date of withdrawal (*ex nunc*). Withdrawal is subject to applicable provisions of the Commercial Code.

6.7 Withdrawal has no prejudice on entitlement to compensation for damages and/or payment of any contractual fine. To clarify, the provisions concerning compensation for damages and contractual fines as defined herein remain in force after withdrawal if entitlement thereto arises over the duration of the Contract and if such matter is disputed and until such time that a valid decision regarding such entitlement is issued.

7. DELIVERY

7.1 Any notification (and/or other documents and filings) between the Parties concerning the Contract and/or the T&C must be completed in writing and in electronic form and is considered properly delivered if the Party delivers such material to the recipient Party to the address of their registered office or place of business identified in the applicable register using any of the following means:

7.1.1 by registered mail; or

7.1.2 electronically, via email to the publicly accessible email address of the partner; or
7.1.3 by courier service.

7.2 To clarify, these methods of delivery shall not be applied to those provisions hereof involving withdrawal or the process of concluding a Contract (including acceptance of an Order) or invoicing, and for which the T&C define specific conditions for the delivery of documents and correspondence in electronic form.
7.3 Ordinary communication between the Parties may be conducted over the phone or via email.

7.4 All notification under the Contract and the T&C is completed in Slovak or in English, unless the Parties agree otherwise.

7.5 If correspondence is returned as undeliverable under conditions as defined herein, the Parties agree that delivery is complete on the date on which the correspondence is returned as undeliverable (symbolic delivery).

8. DECISIVE BODY OF LAW AND ARBITRATION

8.1 The provisions hereof and all Contracts concluded on the basis hereof are subject to the provisions of the Commercial Code valid in Slovakia at the time of Contract conclusion.

8.2 All disputes arising out of or in connection with Contracts shall be subject to the substantive and procedural rules of Slovak law.

8.3 The Parties agree that all disputes or claims arising out of or in connection with Contracts, including disputes concerning their validity, breach, termination or existence shall be finally settled under the Rules of Arbitration of the International Arbitral Centre of the Austrian Federal Economic Chamber in Vienna (Vienna Rules) by a single arbiter appointed in accordance with said Rules. The parties commit to respect the arbitration decision and such decisions are final, binding and enforceable for the parties. The arbitration procedure shall be conducted in English.

9. MISCELLANEOUS

9.1 The Parties agree that any and all information provided in pre-contractual dealings and/or conclusion and delivery of the Contract and other information comprising content and information that they provide or otherwise

result from their delivery shall remain confidential. To clarify, the information contained in the T&C is not considered confidential in the scope published on Heneken's website.

9.2 Any terms defined herein shall have the same definitions when used in the Contract. Unless explicitly stipulated otherwise, all phrases and expressions herein that are presented in singular have the same meaning in plural form or in any other semantically permissible grammatical forms.

9.3 The Slovak version hereof has priority in the event of any discrepancies between the Slovak and English versions hereof.

10. FINAL PROVISIONS

10.1 The T&C are an integral part of the Contracts concluded between the Parties as an integral part thereof per §273 of the Commercial Code. The Partner declares and confirms upon conclusion of the Contract under the T&C that it has been thoroughly informed of the contents hereof.

10.2 The T&C enter into force and effect on 21 April 2017 and are applied to all Orders, External Proposals and Contracts concluded between Heneken and the Partner from the effective date hereof.

10.3 Heneken is authorised to unilaterally amend the T&C and/or replace specific provisions hereof with new provisions and/or publish new T&C to replace the existing T&C in full. New and/or amended provisions hereof or the new T&C shall apply to all delivered Orders, accepted External Proposals and concluded Contracts from the date on which the new and/or amended provisions hereof or the new T&C enter into force. The Partner may not rely on the original text of the T&C if it cannot credibly demonstrate that the publication of the new or amended T&C occurred no later than on the date of Contract conclusion.

10.4 The current T&C are accessible to the Partner on Heneken’s website.

10.5 If any provisions hereof become invalid or unenforceable, such fact has no impact on the validity or enforceability of the remaining provisions hereof. In such case, Heneken shall replace the invalid, ineffective and/or unenforceable provisions hereof with new provisions that best correspond to the original intentions of the former provisions hereof.

10.6 The provisions hereof do not apply to individual contracts exclusively if the Parties agree to exclude the application of specific provisions hereof or the entire contents hereof as a whole.

10.7 Upon acceptance of an Order in either of the ways under the T&C and/or by signing the Contract or any other part of contractual documentation subject to the T&C, the Partner confirms its full competence to enter into a Contract with Heneken, the fact that it concluded such contract on the basis of its free and serious will, the fact the Contract was not concluded under duress or otherwise clearly disadvantageous conditions and the fact that it is bound to the contents of such concluded Contract, including the rights and obligations identified herein. The Partner declares that it is familiar that the T&C form an integral part of Contracts per §273 of the Commercial Code; likewise, the Partner has thoroughly reviewed and understood the contents hereof in full.

In Bratislava, 26.10.2021