

QUALITY ALONG THE SUPPLY CHAIN

**GENERAL TERMS AND CONDITIONS
OF TRIGO Slovakia s.r.o.**

Definitions

“**Affiliates**” shall mean a company controlled by TRIGO or a company controlling TRIGO or a company under joint control together with TRIGO according to §66a of Commercial Code.

“**Applicable Law**” means any domestic or foreign statute, law, regulation, regulatory guideline or policy, rule or other statement or pronouncement having the force of law, or any consent, exemption, approval or license of any governmental authority having jurisdiction, whether or not having the force of law.

“**Confidential Information**” all information regardless of the object (technical, industrial, financial, commercial, or other), nature (know-how, methods, processes, technical details and installation, or other), format or medium (written or printed, CD Rom, USB memory stick, samples, drawings, or other), mode of transmission (written, oral, including computer networks and/or electronic mail) and origin which will be communicated between the Parties during or in connection with the execution of the Service, which includes, among other things, information relating to products, clients, business accounts, financial and contractual agreements or other transactional or business agreements, reports, recommendations, notices or tests, program source codes or object codes, and development plans.

“**Component**” means part, goods, semi-finished product, material or any its combination, to which Services provided by TRIGO relate.

“**Contractual Documentation**” means one or more of the following documents: Mission Order, Quotation, Work Instruction, Work Range and/or the GTC.

“**Customer**” means any company who purchases Services from TRIGO.

“**Customer Escalation Matrix**” means the document drafted by Customer, which will specify multiple user contacts to be notified in the event of critical issues.

“**Customer Personnel**” means any person who is directly or indirectly employed or engaged by the Customer and/or its Affiliates)

“**Days**” means the calendar days, i.e. all days in a month, including weekends and holidays.

“**Defect**” means a defect of the Component which is subject to the Services. This defect is already present prior to the commencement of the Services and identified in the [Work instruction] or [Work Range].

“**End-of-Mission Report**” means the report sent to the Customer once the mission is accomplished describing, among other things, the criteria agreed between the Parties, such as quantities of Components, duration, numbers/types of Defects-

“**Final Customer**” means the customer of the Customer which is either a manufacturer (e.g. a car or an aeronautic manufacturer) or a supplier of a manufacturer.

“**Force Majeure Event**” means any unforeseeable and irresistible event or circumstance beyond the control of Party and occurring without its fault or negligence, and which could not have been avoided by due diligence and use of reasonable efforts, which prevents the performance by such affected Party of its obligations hereunder; as force majeure shall for this purposes be considered in particular (but not limited to) war, invasion, acts of foreign enemy, civil war, riot, revolutionary uprising of civilians, result of military or usurpation authority, confiscation or nationalisation or seizure or destroying on the basis of an order or in performance of the orders of state or other public authorities, results of a use of any military weapon using atomic fissure or radioactive power, irrespectively whether in time of peace or

war, an accidents and natural disasters, long term electricity blackouts, crisis situation and/or any extraordinary circumstance; however, as force majeure shall not be considered in particular (but not limited to) a lack of qualified work power, failure to fulfil the obligations by third parties cooperating with Parties, an adverse economical situation of Party or third parties (for example Final Customer).

“**GDPR**” means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, which is in force since 2018 May 25.

“**General Terms and Conditions** or “**GTC**” means the terms and conditions of supply set out in this document.

“**Host**” means the company operating a plant (the Customer or a third party) where the Services are performed by TRIGO.

“**Mission Order**” means the contractual document agreed between TRIGO and the Customer, in the form attached hereto, which describes the key element enabling start of the Services including but not limited to a description of the Services, place of the supply of the Services, price of the Services, and address of invoice etc.

“**Party or Parties**” means individually or collectively TRIGO and/or the Customer.

“**Personal Data**” means any information relating to an identified or identifiable natural person (‘data subject’); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name and surname, birth number, place of residence, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

“**Quotation**” means the quotation which defines the prices of the Services.

“**Services**” means (i) services in the area of quality assurance of production and/or processes, which include in particular (but not limited to) a Component’s control connected with sorting activities and potential corrective works and additional adjustments, and (ii) any other services connected with Component quality assurance, including shop work, logistic and assistance services, as described in the [Mission Order and/or TRIGO Technical and Commercial Proposal and/or the Quotation and/or the Work Instructions].

“**Technical & Commercial Offer**” means the Technical and Commercial Offer prepared by the Supplier and sent to the Customer to address its needs.

“**TRIGO**” (in respective grammatical form) means a business company TRIGO Slovakia s.r.o., with its seat at Murgašova 2, 949 01 Nitra, Slovak Republic, Identification No. (IČO): 36 563 226, registered with Commercial Registry of District Court in Nitra, volume: Sro, insert No.: 15111/N.

“**Unit Marking**” shall mean the marking made by TRIGO enabling to track the Components which have been subject to the Services supplied by TRIGO.

“**Working Instruction**” or “**WI**” means the document prepared by TRIGO and confirmed by the Customer and/or the Host, describing the tasks to be executed by TRIGO.

“**Working Report**” means the document confirming the type and scope of provided Services, which is a basis for invoicing.

“**Work Range**” means the document describing the technical needs of the Customer. It shall be signed by the Customer. In case of modification made by TRIGO, it shall be validated by

the Customer before the start of the Services. This document can temporarily replace the Working Instruction (WI).

1 General Provision & Precedence

These GTC shall regulate the relationship between TRIGO and the Customer or Final Customer and Host respectively in providing the Services. These GTC shall apply to all Services supplied by TRIGO and shall prevail over any other (customer) documentation except the one listed hereafter in the order of precedence. Any variation to these GTC shall be inapplicable unless agreed in writing by both Parties.

In the event of any ambiguity, inconsistency or in contradiction between following documents, the order of precedence between them shall be as follows:

- The Work Range and/or Working Instruction
- The Technical & Commercial Offer;
- The Mission Order and/or the Quotation;
- The Framework Agreement;
- The GTC;

2 Start of the Services

TRIGO shall start the Services on the basis of Contractual Documentation, from which expressly result the declaration of will of both Parties (offer of Contractual Documentation by one Party and its duly acceptance by another Party) in the form of a signed Work Range or Work Instruction and either i) a signed Mission Order, or ii) a signed Technical and Commercial Proposal or iii) a signed Quotation.

Contractual Documentation, on the basis of which TRIGO shall commence to provide Services, shall include in particular:

- description of Components (name, reference) which shall be subject to Services;
- specification and description of ordered Services, including definition of respective measureable units related to ordered Services (for example quantity, time), if it is possible in respect to particular Service;
- place of Services' provision
- starting date of Services' provision;
- responsible person for ordered Services on Customer's side;
- price for ordered Services;
- name, surname and function of person signing the Contractual Documentation on behalf of the Customer;
- declaration of Party, that this GTC are a part of contractual relationship arising on the basis of Contractual Documentation.
- Customer Escalation matrix

The Party is not obliged to accept a proposal of Contractual Documentation submitted by another Party. If the proposal of Contractual Documentation is not accepted within 48 hours from its submission, such proposal expires, unless otherwise expressly stipulated by proposing Party or unless such Party additionally confirm it in written.

3 Obligations of the Parties

The scope and nature of the Services representing all Customer needs/requirements are defined in the Contractual Documentation. The Customer remains responsible for the choice of the Services it orders and their suitability to its intended use.

For avoidance of any doubts, the following time shall be included into the time of Service provision, being understood no differences are made according the basis of price (e.g if prices are based on time spent on Service, on a certain number of parts treated, on a number of kilometers made to control vehicle or parts, etc.):

- logistical transfers of Components related to the mission;
- Components' packing work;
- downtime not caused by TRIGO personnel;
- time of mandatory work breaks as stipulated by the law;
- setting up of the work environment;
- provision of partial Working Reports and overviews upon request of Customer;
- preparation of reporting on workplace;
- time necessary for training of personnel.

Health & Safety: both Parties shall comply with the quality and safety requirements specified in the Contractual Documentation; being reminded that ultimate liability with regards to health and security lies with the Host.

3.1 TRIGO's obligations

Tools & resources: TRIGO is responsible for selecting the resources that it will utilize for the performance of the Services. As part of this obligation, TRIGO shall determine, for this purpose, the composition of its team which shall meet the requirements of the Services to be performed (suitable profiles and qualifications, professional experience, etc.). TRIGO has its own training program for its resources. During provision of Services, TRIGO shall manage and control its personnel and draw consequences from their liability. The Services shall be executed under the direction and control of TRIGO; the Customer shall have no supervisory authority over the employees, representatives or providers of TRIGO. TRIGO shall also provide the administrative, accounting and social management of its staff personnel even when the Services are performed at the premises of the Customer or the Host, as the case may be. TRIGO shall use its own software tools to perform the Services. Trigo shall perform the Services with reasonable skill and care complying with all the requirements defined in the Contractual Documentation.

3.2 Customer's & Host obligations

The Customer undertakes to:

- ensure that sufficient information, instructions and documents are given in due time (in any event not later than 24 hours prior to the contractual agreed intervention) in order to enable the required Services to be performed;
- procure TRIGO all necessary accesses to the premises where the Services shall be performed and take all necessary steps to eliminate or remedy any obstacles to, or interruptions in, the performance of the Services;
- ensure that all Components which have to be subject to the Services to be supplied by Trigo, are available in due time, in order to ensure services continuity
- supply, if required, any special means, including specific equipment and contact persons necessary for the performance of the Services;
- ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of Services and will not rely, in this respect, on TRIGO's advice whether required or not;
- inform TRIGO in advance of any known hazards or dangers, actual or potential, associated with any order or samples or testing including, for example, presence or risk of radiation, toxic or noxious or explosive elements or materials, environmental pollution or poisons; to

this extent, the Customer shall be liable for all and any damage arising of the dangerous nature of the sample material;

- ensure that all changes in the [Work Instruction] or [Work Range] are requested by the Customer through a pre-agreed communication channel with appointed person according to an agreed contact matrix
- fully exercise all its rights and discharge all its liabilities under any relevant sales or other contract with a third party and at law,
- provide or cause to be provided to TRIGO the right to re-inspect any suspect product which may have been missed by a prior inspection, or by previous inspection performed by TRIGO;
- ensure to obtain required authorization and procurement of all necessary access for TRIGO's auditors and external auditors (especially for the purpose of certification) to the premises where the Services are performed in order to conduct audits ; subject to a prior notice from TRIGO in writing not later than five (5) Days prior to the audit; and
- inform and alert the Host that TRIGO will intervene on the Site if the Customer is not itself the Host.

If the Customer fails to fulfil any of its obligation under this Article, due to which the Services cannot be duly provided or if it fails to provide a required cooperation to TRIGO, TRIGO is authorised to suspend its provision of Services. For the time of Customer's delay with fulfilling its obligation or with provision of cooperation, TRIGO shall not be in delay with fulfilling of its obligations (in particular to provide Services) and shall not be liable for any damage which might result from it; time of Services' suspension shall be considered as downtime not caused by TRIGO, for which TRIGO is entitled to receive payment in full extent. This provision applies accordingly to the Host or the Final Customer too; in such case the Customer is obliged to secure a provision of cooperation by the Host or the Final Customer, while it shall remain liable for failure to provide it as if the cooperation was not provided by Customer itself.

3.3 Complaints, Damages

If after provision of Services, but at the latest during the first assembly of Components into respective product, which is Component first direct integral part (for example bigger component, system component, module, integrated module, car etc.), it is found out that the Services were not provided in guaranteed quality, the Customer is obliged to notify TRIGO in writing about detected defects of provided Services without undue delay but at the latest within 5 days from the time when the Customer is informed about respective defect; otherwise (by lapsing of said period) the Customer shall lose its right to make any claims from liability for defects of provided Services.

TRIGO shall not be responsible for Defects as a result of:

- improper or wrong manipulation with Component after provision of Services by other person than TRIGO;
- use of Component or its part, marked by TRIGO as nonconforming or non meeting the requirements according to Work Instruction , and despite of that the Customer or the Final Customer (or any responsible person) released such Component for further use or to further circulation;
- mistakes in working process, approved by the Customer;
- Force Majeure Event

The Customer is obliged to provide TRIGO with all needed (not only as required by TRIGO) cooperation in reviewing the complaint, in particular (but not limited to) is obliged to provide in particular, a photo documentation, claimed parts, all elements of traceability (such as labels, special markings, etc.), background papers, communication records and data available to the Customer or the Final Customer, which relate or could relate to the complaint or to the Service under complaint, in accordance with all requirements of the respective insurance company of

TRIGO. Breach of this obligation shall result into lost of claims from claimed Defects. When making a photo evidence of defects, to the Customer shall ensure that the claimed Component is stored in a pallet or other packaging that clearly shows the relevant identification label.

TRIGO shall deal with complaint without undue delay after it was raised, but within 14 Days at the latest, and it shall solve it in shortest possible time, not later than 20 Days after it was raised.

In case of complaint is accepted, the Customer is entitled to free removal of Defect, unless it provably agrees with TRIGO on other manner of complaint solving. This process shall be solved by a separate procedure Service Complaint.

TRIGO shall be liable for a culpable action of its personnel, resulting into damage, loss or destruction of Components that were taken over from the Customer (or the Final Customer accordingly) for the purpose of Service provision, if such action occurred in the course of such provision of Service; however, TRIGO shall not be liable for such culpable action if the damage, loss or destruction of Components would occurred irrespectively to such culpable action, or if by such action TRIGO's personnel averted a directly imminent danger not caused by him or if the damage was caused by TRIGO's personnel in the course of a necessary defence against the imminent or ongoing attack.

3.4 Performance exception

Both Parties recognize that despite high quality inspection provided by TRIGO, one or more Defects may not be identified and treated, in particular when a visual inspection is requested, due to human factor. The liability of TRIGO cannot be incurred in case of Defects not detected as long as TRIGO meets its obligations unless a special agreed defect level is covered in the Contractual Documentation. The Customer is aware that such an agreement may have an effect on total cost.

TRIGO shall not be responsible for a failure to achieve a level of quality target defined in the Contractual Documentation to the extent that such failure is attributable to a wilful misconduct by the Customer or the Host, provided that TRIGO shall promptly notify the Customer in writing if TRIGO is being prevented from achieving any of its level of quality commitments as a result of the Customer's wilful misconduct.

TRIGO commitments and service level and standards are based in particular on, among other things, a certain number and nature of Defects to be inspected/sorted/controlled, a number of Components to be sorted/inspected/controlled and/or a number of rework to be done, all of which are identified in the Contractual Documentation. Therefore, should the quantity/nature of Defects and/or number of Components increase dramatically, the level of performance to be achieved by TRIGO which are identified in the Contractual Documentation shall be amended or revised in order to improve the Services, and as applicable the associated prices and an addendum to the Contractual Documentation may be executed by the Parties.

3.5 Co-Operation

Each Party undertakes that it shall promptly and duly execute its obligations with good faith and to cooperate and deliver to the other Party every document needed in order to carry out the Service effectively and to provide necessary information to the other Party.

4 End of Services

At the end of the Services TRIGO shall send to the Customer an End-of-Mission Report.

In the event of any claim, the Customer shall give a written notice to TRIGO at the latest within 30 Days following the End-of-Mission Report (or following the date of Invoice's delivery if no End-Mission is deemed necessary). If no written claim is raised in this period, the End-of-Mission-Report and associated Services shall be deemed to be accepted by the Customer.

5 Price & Payment

The prices of the Services are detailed either in a Mission Order / a Quotation / a Technical and Commercial Proposal and/or an order duly signed by the Customer, while TRIGO is authorised to issue an invoice for the provided Services according to conditions stipulated there.

As the basis for invoicing shall serve the Daily Report and/or Working Report, which shall include in particular:

- number of hours of Services' provision by all TRIGO's personnel, or number of other measurable units of Services' provision, if defined in Contractual Documentation;
- list and quantity of Components that were subject to provision of Services and/or type of provided Services;
- amount of identified defective Components and amount of repaired Components;
- time spent on Mission;
- other agreed data.

The Customer is obliged to confirm or to comment in writing the Mission Order submitted by TRIGO, which shall be attached to the respective invoice.

Invoices are payable within 30 Days, from the date of invoice. Invoices are sent by TRIGO by e-mail to a pre-agreed e-mail address. Claims regarding wordings or amounts shall be made no later than 15 Days after issue of the invoice from TRIGO. The payment of the invoice shall be done exclusively by electronic transfer. By signing the Contractual Documentation, the Customer agrees with issue of an electronic invoice, unless the Customer expressly asks for delivery also/only a paper invoice.

In case of Customer's delay with the payment of invoice, TRIGO shall be entitled to charge the Customer: (i) interest on the overdue amount at the rate of 0,05% from the owed amount for each Day of delay with payment; (ii) a fixed penalty for collection costs in accordance with the Commercial Code; and (iii) proved reasonable costs and expenses incurred by TRIGO in collection of any sums owed. TRIGO shall be entitled in particular to obtain expenses incurred, in instructing a lawyer or employing a debt collection agency.

The price of the Services are exclusive of value added tax (and any other tax on the supply of goods or services), which shall be paid in addition by Customer at the rate and in the manner required by applicable law.

6 Limitation of Liability

To the extent permitted by applicable law, the liability of TRIGO and its Affiliates shall be limited to direct duly substantiated costs resulting from breaches of its obligations which are already covered by its insurance. Unless otherwise substantiated by the customer, TRIGO shall not be held liable in the absence of "Unit marking" on the Components which are subject to the Services. TRIGO shall not be liable towards the Customer for (i) force majeure event, (ii) indirect, consequential or incidental damages, such as in particular financial losses, loss of profits or revenue, loss of goodwill, failure to realize anticipated savings, and (iii) claims by third parties. In no circumstances shall the annual aggregate liability of TRIGO exceed an aggregate maximum amount of 10% of the yearly turnover made with the Customer towards the Customer whatever the number of missions is.

7 Insurance

TRIGO undertakes to take out insurance for civil liability covering the damages caused to the Customer, particularly due to the presence of TRIGO's personnel on the premises of the Customer / Host and for carrying out the Services within the limit of coverage mentioned in its insurance certificate.

The Customer waives, for his account and that of his insurers, any rights against TRIGO insurers, subcontractors and suppliers, for indemnification arising out of damages caused by TRIGO, his subcontractors and suppliers, above the limits and exclusions mentioned in the present GTS.

8 Disclosure & Confidentiality

8.1 Non-Disclosure

The Parties agree to keep strictly confidential, not to publish, not to disclose to third parties, and not to use for personal purposes and/or for purposes other than those of the Services, any Confidential Information. The Parties agree to protect and treat the Confidential Information with the utmost diligence and, in particular, to implement all appropriate precautions to ensure the protection of the confidentiality of said Confidential Information. The Parties declare to have taken in this regard or commit to take all necessary measures with all persons who may have access to the Confidential Information in order to enable them to meet its commitments.

8.2 Exceptions

The obligation to maintain the confidentiality of Confidential Information shall not apply to any Confidential Information:

- which is in the public domain when it is brought to the attention of the recipient;
- which becomes part of the public domain thereafter, provided that the recipient has not caused it to become part of the public domain due to failure to comply with its confidentiality undertaking under this GTC;
- the disclosure of which has been expressly authorized by provider;
- which is already known to the recipient prior to its transmission, provided that the Parties proves this by written documents;
- which is communicated to the recipient by a third party holding it lawfully and without obligation of confidentiality; and
- which pursuant to a legal obligation, an administrative or judicial order, the recipient must communicate to a third party.

8.3 Term of the Confidential Obligation

The obligation of confidentiality shall start as from the signature of the Contractual Documentation and continue after the end of the Services for any reason whatsoever for a period of five (5) years.

8.4 Action in case of disclosure

In the event that the recipient suspects or has knowledge of the disclosure of Confidential Information, it shall take all necessary steps to limit the consequences of such disclosure and immediately inform the other Party of the breach of confidentiality and of the measures taken so that the Party has the opportunity of taking the necessary steps to protect its own interests.

9 Data

9.1 Data Sharing

Exclusively for the purpose of performance of the Services, TRIGO may give access to data/information which is owned by the Customer to the Final Customer and/or the Host or to the trade custom, usage or practices. THE CUSTOMER HEREBY IRREVOCABLY AUTHORISES TRIGO TO DELIVER SAID DATA/INFORMATION SHARING, IN PARTICULAR VIA ITS PORTAL. The Parties agree and acknowledge that TRIGO is expressly entitled to collect, analyze and archive data managed for the purpose of the Services (e.g. number of Defects identified, sorted etc. communicated via the reports to be sent to the Customer). Said data may be subject to statistics and analyses.

9.2 Personal Data

In order to provide Services to the Customer, TRIGO may collect Customer's Personnel contact details considered as "Personal Data" as defined and in accordance with the GDPR and any related applicable laws and regulation.

TRIGO may use said Personal Data to inform the Customer about performance of the Services, as also to send reports and satisfaction survey to the Customer.

TRIGO may also use said Personal Data for marketing purpose, and thus sending quarterly customer newsletters, ad-hoc newsletter campaigns, customer satisfaction surveys, to promote services and events informing the Customer about new TRIGO products and/or services available provided however that the Customer opts, or has previously opted to receive it, *inter alia* via Trigo Customer Portal or Website).

TRIGO shall not share the Customer Personnel's Personal Data to any third parties without the Customer's express prior authorisation.

Should the Customer wish to i) have access to Customer information held by Trigo, or ii) make any change, or iii) receive information from TRIGO, the Customer may contact TRIGO data controller at privacy@trigo-group.com.

10 Intellectual property

10.1 Prior rights

Each Party shall retain full ownership of its own knowledge, i.e. all elements of know-how, information (processes, knowledge, methods, algorithms, specifications, data, or other), software, intellectual property rights and titles, owned or controlled by it before signing the Contractual Documentation or obtained, created or developed by it independently from the execution of an order, or other Contractual Documentations (hereinafter "Own Knowledge").

Communication and/or provision of the Own Knowledge shall in no way be construed as conferring any right other than that expressly stated in the Contractual Documentation or as a disclosure within the meaning of patent law. The information and knowledge (including patents and know-how) owned by one party prior to the issuance of the order and/or any Contractual Documentation or developed irrespective of the order, as well as the related intellectual and industrial property rights, remain the property of that party.

However, should a Party need to use a part or all of the Own Knowledge of the other Party to perform its part of obligations for the purpose of the Services, the other Party agrees to transmit and concede a non-exclusive, license to use and exploit, exclusively for this purpose, and taking into account the confidentiality and right of third parties; to the other Party needing to use said Own Knowledge, for the duration of performance of the Services. Said right to use and exploit such Own Knowledge shall be free of charge, not transferable (except to the Affiliates and to the Customer) and only for the performance of relevant Services.

10.2 Ownership and exploitation of the results of Services

All working papers, notes, memoranda, reports, data in machine-readable format or otherwise, and documentation which have been made or prepared by TRIGO in relation to the Services performed shall remain the property of TRIGO until the full payment of the Services. Any report or other material provided to the Customer as a result of an engagement is provided for internal use of the Customer only and cannot be provided or referred to outside the Customer's own group without the consent of TRIGO until the full payment of the Services.

From the full payment of the Services, the Customer shall fully own all the results of the work performed by TRIGO in the context of the Services, including the resulting documents (hereinafter the "Results"). Where this is not possible, TRIGO shall assign the Customer all rights, titles or interests in and to any of the Results including economic rights like the right of exploitation, for the duration of protection of said right, such granting being in unlimited extent and with possibility to grant sub-licenses.

TRIGO shall always be allowed to re-use the knowledge and know-how acquired in the performance of the Services, as well as any report, documentation, plans, drawings, software and other information, especially technical information, irrespective of the medium, in connection with the provision of the Services (and any supplies) developed by TRIGO. The granting of said non-exclusive user rights, right to modify, by the Customer to TRIGO (and/or any Affiliates of TRIGO) shall be free of charges, in unlimited extent, for the duration of protection of such right, transferable and with the right to grant sub-licenses.

11 Poaching

The Parties undertakes to refrain from poaching and from supporting poaching activities on behalf of his own company or of third parties in respect of staff of the Parties involved in the Services. For the avoidance of doubt, the Parties shall therefore not hire directly, or through an intermediary, any employee of the other Party, even if initially approached by the said employee. This obligation to refrain applies to the entire duration of the Service and for a further twelve (12) months after the termination thereof. The Parties undertake to compensate any breach to this obligation for the resulting loss including, but not limited to, loss of know-how, commitments already made on the person's behalf, selection, and recruitment and training costs. The compensation shall be at least 45 000€ per employee, plus the possible costs linked to the replacement of the leaving employee.

12 Termination

12.1 Suspension

Should the prices of a Service not be paid by the Customer pursuant to the payment terms defined herein and in the applicable invoice, TRIGO shall be entitled to suspend the performance of the Services without prior notice. TRIGO shall restore provision of its Services without undue delay after payment of delayed owed amount.

12.2 Termination by each parties

Subject to any rule of public order, either Party may terminate the provision of Services and respective legal relationship immediately, without any compensation (i) when a Party enters into compulsory insolvency or voluntary liquidation; (ii) a Party is affected by a similar event under the laws of any other jurisdiction; or (iii) a Force Majeure Event lasts for more than 30 Days.

12.3 Early Termination by TRIGO

TRIGO may terminate the legal relationship with the Customer with immediate effect by delivery of a written notice to the Customer:

- if the Customer is in delay with the payment of owed amount for more than 30 days or if it appears to be clear that the Customer will not pay the owed amount;
- in case of breach of its contractual obligations by the Customer, which breach is not cured within twenty-five (25) Days from receipt of a written notice of TRIGO.

12.4 Termination by the Customer

The Customer is authorised to terminate its legal relationship with TRIGO with immediate effect by delivery of written notice to TRIGO, if TRIGO breaches in a material respect its obligation to provide the Services in accordance with its obligations under these GTC and such failure is not cured within forty-five (45) Days of receiving a written notice of default from the Customer (such notice of default specifying in reasonable detail the failures by TRIGO). If any one or more Services are terminated for any reason, TRIGO will be compensated for the Services completed up to the effective date of the termination as set out in the termination notice.

13 Miscellaneous

13.1 Compliance with laws and regulations

The Parties shall ensure their compliance with all applicable law and regulation, including those dealing with health, safety, labour and environment.

13.2 Subcontracting

TRIGO is expressly authorized from time to time and at any time to subcontract in part, the rights and obligations derived from the Services to an affiliated company within TRIGO group or one of its contractual partner with corresponding scope of activity, the provision of the Services, or any part thereof, provided that any subcontractor engaged by TRIGO possesses the necessary skill, qualification and expertise to provide the Services so delegated in accordance with the requirements imposed upon TRIGO by these GTC and provided that the subcontractor agrees to provide the Services so delegated upon and subject to the terms of these GTC in the place and stead of TRIGO.

13.3 Severability

If one or more provisions of these GTC are declared invalid or void by the application of a law, regulation or after a final administrative or judicial decision of a competent jurisdiction, the remaining provisions of the GTC shall keep their force and scope. The provisions declared invalid or obsolete shall be replaced by legally equivalent provisions. The Parties agree to replace, so far as practicable, any provision which is prohibited, unlawful or unenforceable with another provision having substantially the same effect (in its legal and commercial content) as the replaced provision, but which is not prohibited, unlawful or unenforceable.

13.4 Survival

These GTC become valid and effective on the date specified below. Expiration or termination of these GTC, or any Mission order shall not prejudice the terms and conditions of such GTC or Mission Order, which by their nature must be deemed to survive such to expiration of termination, including but not limited to Article 8, 10, 12, 13 and 14 of these GTC.

13.5 Amendment

TRIGO is authorised to unilaterally amend these GTC anytime. However, such amendment may not have any consequence on the established contractual relationship between TRIGO and the Customer. Hence, any amendment may only be applicable with Customer in case of the signature of a new agreement. The Customer recognizes that in case of amendment in the TRIGO's GTC, said Customer may not claim the application of the previous version of GTC for new commercial and contractual relationship.

13.6 Delivery

The Parties deliver the important documents (in particular the documents connected with establishing, modification or termination of Parties' rights and obligations) to the address of seat, specified in the heading of the respective Contractual Documentation, or respectively to the address provably notified in writing to another Party as address for delivery. In case of dispute, notification on change of an address for delivery shall be proved by the Party, to which the change relates; in case of doubt it shall be deemed that the change of address was not duly notified to another Party. The document shall be deemed to be delivered (i) on the day of its takeover by the addressee, (ii) on the third day after its sending via registered mail, if this was returned as undelivered, irrespectively to the reason of delivery failure.

13.7 Transfer of Rights and Obligations

Neither Party shall transfer the legal relationship, based in accordance with Contractual Documentation and/or these GTC or any claim relating there from, without previous written consent of another Party, unless these GTC stipulates otherwise.

14 Law-Jurisdiction

In the event of any dispute arising out of or in connection with the subject matter of this GTC, the Parties shall first endeavour to resolve such dispute amicably within thirty (30) Days after the date of the notification by one Party of such dispute to the other Party.

These GTC are governed by and construed in accordance with the laws of Slovak Republic. The Parties agree to submit any dispute to the exclusive jurisdiction of the courts of Nitra (Slovak Republic).

In Nitra on 2020