

# **General Terms and Conditions**

**of Slovpaper Recycling s.r.o.**

for the deliveries of Paper for  
Recycling

## 1. MANNER OF CONCLUDING THE AGREEMENT, CONTENTS OF THE AGREEMENT

- 1.1. These General Terms and Conditions (hereinafter referred to as the "**Terms and Conditions**") govern the legal relations between the trading company Slovpaper Recycling s.r.o., registered office: Tatranská cesta 3, 034 17 Ružomberok, ID No.: 36 527 378, entered in the Commercial Register of DC ZA, Section: Sro, Insert: 72834/L, Tax ID: 2020142443, ID VAT: SK 2020142443 as the Buyer (hereinafter referred to as the "**Buyer**") and any person who is the seller of the goods specified in paragraph 1.3 of these Terms and Conditions (hereinafter referred to as the "**Seller**"). Further information on the Buyer is available on the website <http://www.slovpaper.sk>.
- 1.2. These Terms and Conditions have the nature of Terms and Conditions pursuant to the meaning of Section 273 of Act No. 513/1991 Coll. of the Commercial Code, as amended (hereinafter referred to as the "**Commercial Code**") and regulate the rights and obligations that arise between the Buyer and the Seller by concluding a purchase agreement related to the goods specified in point 1.3 of these Terms and Conditions.
- 1.3. For the purposes of these Terms and Conditions, the goods are B3020 Waste of paper, cardboard and paper products according to the "Green" list of wastes in Annex III to Regulation (EC) No. 1013/2006 of the European Parliament and of the Council on the transport of waste in the division of quality classes according to standard EN 643 and with the code according to the EU Waste Index (Annex No. 1 to Decree No. 365/2015 Coll., establishing the Waste Index) (hereinafter referred to as the "**Goods**").
- 1.4. Deliveries of the Goods are always made on the basis of the Buyer's orders - draft purchase agreements (hereinafter referred to as the "**Order**"), which become purchase agreements (hereinafter referred to as the "**Individual Purchase Agreement**") upon their confirmation (acceptance) by the Seller in the following manner:
  - a) The Buyer shall enter the Order in the Buyer's logistics software entitled "*Recycled Paper Logistic System*" (hereinafter also referred to as the "**RLS**"); subsequently, the Buyer shall print this order from the RLS and send it to the Seller via email to the Seller's email address;
  - b) The Order is considered accepted by the Seller at the moment when the Seller uploads the transport request to the RLS, or notifies the Buyer's employee by email or telephone of the transport request together with the notification that the Goods are ready for delivery (hereinafter referred to as "**Order Acceptance**"). The Order is considered accepted even if the Seller sends the Buyer information that they accept the Order to the email address specified in the Order;
  - c) Upon accepting the Order, the Individual Purchase Agreement is considered concluded.
- 1.5. The Parties may agree to conclude a separate written purchase agreement (hereinafter referred to as the "**Contract**"). A special framework purchase agreement is also considered to be a Contract.
- 1.6. For the purposes of each Individual Purchase Agreement or Contract, as well as for the purposes of these Terms and Conditions, the Buyer and the Seller are collectively

referred to as the Parties in these Terms and Conditions (hereinafter referred to as the "**Parties**").

- 1.7. Unless specified otherwise in these Terms and Conditions, the subject, parity, price and the period of delivery of the Goods are agreed in the Individual Purchase Agreement or in the Contract.
- 1.8. By accepting the Order or signing the Contract, the Seller acknowledges and agrees that the ordered Goods will be delivered directly to the Buyer's customer, for whom the Buyer manages the purchase of Goods from the Seller (hereinafter referred to as the "**Buyer's Customer**" or the "**Buyer's Customers**") to the place of delivery, which will always be specified in the Individual Purchase Agreement.
- 1.9. These Terms and Conditions form an integral part of each Individual Purchase Agreement as well as the Contract.
- 1.10. The quality of the delivered Goods must comply with standard EN643 and the individual quality requirements of the Buyer's Customer (hereinafter referred to as the "**Buyer's Customer Quality Requirements**"); by accepting the Order, the Seller confirms that they have become acquainted with the of the Buyer's Customer Quality Requirements and they undertake to comply with them. In the event that the Buyer's Customer has not developed special Buyer's Customer Quality Requirements, the Seller is obliged to deliver the Goods at least in a quality that is in accordance with the recommendations of the CEPI (Confederation of Paper Industries) entitled "*Paper for Recycling Quality Control - Guidelines*", as well as in accordance with the Buyer's minimum standards, which form an integral part of these Terms and Conditions (hereinafter referred to as the "**Buyer's Minimum Standards**").
- 1.11. By accepting the Order, the Seller confirms that they have read the individual Instructions for loading the Goods of the Buyer's Customer (hereinafter referred to as the "**Loading Instructions**") and undertake to comply with them. In the event that the Buyer's Customer has not developed special Loading Instructions, the Seller is obliged to load the Goods in the manner specified in the Buyer's Minimum Standards.
- 1.12. For the purposes of these Terms and Conditions, the Buyer's Customer Quality Requirements and the Loading Instructions are hereinafter referred to collectively as the Buyer's Technical Acceptance Conditions (hereinafter referred to as the "**Technical Acceptance Conditions**").
- 1.13. By accepting the Order, the Seller confirms that they have also become acquainted with the individual general Terms and Conditions of the Buyer's Customer (hereinafter referred to as the "**Customer's GTC**") and undertake to comply with them.
- 1.14. In the event that the Technical Acceptance Conditions and/or the Customer's GTC contain provisions that are different from these Terms and Conditions, the Technical Acceptance Conditions and the Customer's GTC shall prevail.
- 1.15. These Terms and Conditions, as well as the Buyer's Minimum Standards, are available on the website <http://www.slovpaper.sk>; any changes in these Terms and Conditions will be published in due time on the Buyer's website <http://www.slovpaper.sk>, a

notification of which will be sent to the Seller (hereinafter referred to as the "**Notification of Changes**"), which may also be sent by email. If the Seller does not comment on the changes within 15 days from the delivery of the Notification of Changes, it means that they have no reservations and accept all changes therein and that the new version of these Terms and Conditions is fully binding for them. In the event that the Seller does not agree with the new Terms and Conditions, they are entitled to withdraw from the Individual Purchase Agreement or the Contract within 15 days from the date of delivery of the Notification of Changes.

- 1.16. By accepting the Order, the Seller confirms that they have become acquainted with the Buyer's policy published on the website <http://www.slovpaper.sk> and declares that they agree therewith and shall comply therewith and promote it. By accepting the Order, the Seller also declares and guarantees that they shall comply with standard EN643, shall cooperate in resolving any unsatisfactory quality related to the delivery of the Goods, shall do everything to prevent the entry of Goods inadmissible for production in their deliveries to the place of delivery, and shall guarantee the Goods were not contaminated with dangerous substances and odours during their storage.

## **2. PAYMENT TERMS, INVOICING, DELIVERY REPORTS**

- 2.1. The Buyer shall pay the purchase price for the delivered Goods on the basis of an invoice issued by the Buyer in the name and on the account of the Seller pursuant to Section 72 par. 5 and 6 of Act No. 222/2004 Coll. on Value added tax, as amended (self-invoicing). The Seller undertakes to accept the invoices issued in their name and to their account by the Buyer under the conditions specified in these Terms and Conditions. Self-invoicing according to this point of the Terms and Conditions will be carried out only in the case of a Seller with a registered office in the territory of the Slovak Republic. The Buyer shall issue an invoice on the basis of the "Delivery report" (hereinafter referred to as the "**Delivery report**"), which they submit to the Seller twice a month, on the 15th day and the last day of the month. The Delivery report also contains information on any claim deductions applied by the Buyer pursuant to point 3.2 letter b) ii) of these Terms and Conditions and conducted on the basis of the Technical Acceptance Conditions of the Buyer's Customer, and if these do not exist, then on the basis of the Buyer's Minimum Standards, with which the Seller unconditionally agrees.
- 2.2. The invoice must meet all the requirements of a tax document. The due date of the invoice starts on the day of its issuance and shall not be earlier than the date of issue of the Delivery report. The Buyer shall invoice only the quantity taken over by the Buyer specified in the Delivery report. In the event that the invoice is returned by the Seller due to its incorrect issuance, the due date of the corrected invoice will start from the date of its re-issuance by the Seller.
- 2.3. The purchase price shall be paid by the Buyer in the form of a direct transfer to the Seller's account. The agreed due date of invoices is 30 days from the issue date, unless otherwise agreed by the Parties. However, the invoice will not become due before the payment dates of invoices by the Buyer (i.e. the 3rd day or the 18th day of the calendar month) below, provided that at least 30 days from the issue date of the invoice expire on the date of payment. The Seller acknowledges that the invoices are paid by the Buyer on the 3rd or the 18th day of the calendar month. If this day falls on a day off or rest, the invoice is due on the next following working day. The invoice is considered to

be timely paid if it is debited from the Buyer's account in favour of the Seller on the last due date, even if the funds are credited to the Seller's account later.

- 2.4. In the event of a claim related to the delivered Goods, the Buyer shall adjust the tax base in the invoice for a discount on the purchase price (the so-called claim deduction from the price) (in accordance with the Act on Value Added Tax). The individual claim deductions shall be applied by the Buyer according to the Technical Acceptance Conditions of the Buyer's Customer, and if these do not exist, according to the Buyer's Minimum Standards. In the event that the Buyer's Customer has not prepared special Technical Acceptance Conditions of the Buyer's Customer, the deduction shall be in the amount specified in the Buyer's Minimum Standards.
- 2.5. The Parties have agreed that the Buyer shall be entitled to set off their receivables against the receivables of the Seller in the form of a unilateral set-off. The Seller will be notified of such set-off by e-mail or mail.
- 2.6. In the event that the Seller has their registered office in the territory of the Slovak Republic, the Buyer shall issue invoices on behalf of the Seller according to the aforementioned conditions. Invoices issued in this manner by the Buyer on behalf of the Seller shall always be considered to be invoices of the Seller and the Seller is responsible for their factual correctness unless they have returned them to the Buyer without undue delay. Due to the fact that the Buyer issues invoices on behalf of the Seller, the Seller is obliged to list the numbers of invoices issued by the Buyer on behalf of the Seller in the relevant fields of the inspection report. The Buyer shall issue the invoice on behalf of the Seller always on the 15th day of the month and on the last day of the month. In the event that the Seller has their registered office outside the territory of the Slovak Republic, or in the case the Seller has not accepted the issuance of invoices on their behalf, the procedure shall be pursuant to point 2.7 of these Terms and Conditions.
- 2.7. In the event that the Seller has their registered office outside the territory of the Slovak Republic, or in the case the Seller has not accepted the issuance of invoices on their behalf, the Seller shall issue the invoice on the basis of the Acceptance Report submitted by the Buyer to the Seller twice a month, on the 15th and last day of the month. The Seller shall send the invoice to the email address: [Rbkeinvoicingmscp.RBK@mondigroup.com](mailto:Rbkeinvoicingmscp.RBK@mondigroup.com), unless otherwise agreed by the Parties.

### **3. DELIVERY AND ACCEPTANCE OF GOODS, FINAL ACCEPTANCE OF GOODS**

- 3.1. The day of delivery of the Goods is the day of the acceptance of the individual delivery of the Goods at the place of delivery by the authorized person of the Buyer's Customer (hereinafter referred to as the "**Acceptance of the delivery of goods**"). The Goods are considered to have been taken over if all of the following conditions are met:
  - a) The Goods are delivered to the place of delivery pursuant to the Individual Purchase Agreement together with a duly completed Delivery note (including all relevant annexes);
  - b) a visual inspection of the delivery of the Goods (inspection of the delivered number and size of packages, quality, type, appearance and odour of the delivered Goods, including the presence of any impurities, as well as inspection of the fastening and placement of the Goods on the vehicle), in the manner and pursuant to the conditions specified in the Technical Acceptance Conditions of the Buyer's Customer, and if these do not exist, in the manner and pursuant to the conditions specified in the Buyer's Minimum Standards;

- c) the inspection of the weight and moisture of the Goods is carried out, in the manner and pursuant to the conditions specified in the Technical Acceptance Conditions of the Buyer's Customer, and if these do not exist, in the manner and pursuant to the conditions specified in the Buyer's Minimum Standards;
- d) samples of the Goods are taken for the purpose of quality check of the Goods (check of impurities), in the manner and pursuant to the conditions specified in the Technical Acceptance Conditions of the Buyer's Customer, and if these do not exist, in the manner and pursuant to the conditions specified in the Buyer's Minimum Standards;
- e) Acceptance of the Goods is entered in the Delivery note (or other similar document/record), as well as in the RLS, or in another customary and demonstrable manner of the Buyer's Customer.

The day of the acceptance of the delivery of the Goods is also considered to be the day of the transfer of ownership rights to the Goods to the Buyer, for which the Acceptance Report and the tax document are prepared. The day of taxable supply is considered to be the last day of the period for which the Acceptance Report is prepared. If the last day of the month falls on a day in the middle of the working week, the day of taxable supply is considered to be the last day of the month.

3.2. In the event of defects of the Goods related to the delivered weight and moisture of the Goods, as well as the defects related to other visual and other characteristics of the delivered Goods (quality, quantity, the size and number of packages, visual impurities, incorrect storage/loading of the Goods on the vehicle, as well as in the case the delivery poses a risk to health or safety, e.g. due to inappropriate dimensions and weight of the packages), i.e. if the Goods do not meet the conditions specified in the Technical Acceptance Conditions of the Buyer's Customer, or in the GTC of the Buyer's Customer, and if these do not exist, if it does not comply with the conditions specified in the Buyer's Minimum Standards, the Buyer has the following rights:

- a) the right to refuse to accept the delivered Goods and to withdraw from the Individual Purchase Agreement or the Contract, or
- b) the right to accept the delivered Goods with defects and:
  - i. the right to reclassify the delivered Goods (e.g. in the event that a different type and quality of the Goods is delivered than it has been agreed in the Individual Purchase Agreement, or in the Order Acceptance) and the related amendment (reduction) of the purchase price, and/or
  - ii. the right to a discount on the purchase price (the so-called deduction) (hereinafter referred to as "**Deduction from the purchase price**" or also as "**Claim deduction**"), if the quantity and quality of the Goods delivered (e.g. weight, number of packages, purity, quality, odour, moisture) is different from what has been agreed in the Individual Purchase Agreement, and/or
  - iii. the right to a Deduction from the purchase price, if the delivered Goods are not loaded on the vehicle in accordance with the Technical Acceptance Conditions of the Buyer's Customer, and if these do not exist, in a manner consistent with the Buyer's Minimum Standards, and/or if the Goods contain dangerous, prohibited and/or unacceptable substances;

- iv. other claims, if these have been agreed between the Parties or result from the Technical Acceptance Conditions of the Buyer's Customer or from the Buyer's Minimum Standards;

exclusively in accordance with the decision of the Buyer and pursuant to Article 5 of these Terms and Conditions. The claims stated in point 3.2 i) to iv) may be cumulated by the Buyer. In the event that the Buyer (or the Buyer's Customer) exercises the right to refuse to accept the delivered Goods according to point 3.2. a) of these Terms and Conditions, they shall return the delivered Goods to the Seller and immediately inform them of this fact (by phone or email).

- 3.3. In the event that the Goods are accepted pursuant to point 3.1 of these Terms and Conditions, the Buyer's Customer shall perform a quality check of the delivered Goods (the so-called impurity check) from the samples taken from the Goods (hereinafter referred to as "**Impurity check**"). Re-checking the moisture can also be part of the impurity check. The Buyer shall immediately, without undue delay, inform the Seller of the result of the Impurity Check; The Buyer shall fulfil their obligation to provide the Seller with information on the Impurity Check by entering this information in the RLS or informing the Seller of this fact by phone or e-mail (hereinafter referred to as the "**Notification of the result of the impurity check**").
- 3.4. Technical Acceptance Conditions of the Buyer's Customer, or the GTC of the Buyer's Customer determine the conditions and method of calculation of the Deduction from the purchase price in the event that it is proved that, on the basis of the Impurity check, the delivered Goods contain excessive amounts of impurities (or have other defects – e.g. moisture defects, etc.). If the Technical Acceptance Conditions of the Buyer's Customer, or the GTC of the Buyer's Customer do not provide otherwise, in the event that the result of the Impurity Check is negative, i.e. if the delivered Goods contain defects related to the quality of the delivered Goods, the Buyer is entitled to a Deduction from the purchase price in the amount specified in the Buyer's Minimum Requirements, under the conditions and on the basis of the calculation specified in the Buyer's Minimum Requirements.
- 3.5. Only after performing the Impurity Check, the Buyer shall send to the Seller the final acceptance of the Goods with the indication of all Deductions from the purchase price that the Buyer claims on the Order, pursuant to the Technical Acceptance conditions of the Buyer's Customer, or the GTC of the Buyer's Customer, and if these do not exist, in accordance with the Buyer's Minimum Standards (hereinafter referred to as "**Final Acceptance of Goods**"); the Buyer shall send to the Seller the Final Acceptance of the Goods by email or by entering this fact in the RLS, or by sending it together with the Notification of the result of the impurity check in accordance with point 3.3 of these Terms and Conditions.

Unless agreed otherwise, the following applies to the purchase price: the purchase price for the delivered Goods shall be determined by the Parties in the individual Orders, while the purchase prices valid for the individual quality classes of the Goods apply. If no agreement is reached on the purchase price in the relevant calendar month, the purchase price last agreed by the Parties shall apply; in the event that there was no purchase price agreed by the Parties in the past, the usual price shall apply.

#### **4. DELIVERY ORGANIZATION AND ACCOMPANYING DOCUMENTS**

- 4.1. The Buyer reserves the right to organize deliveries of the Goods through the RLS. RLS users are authorized persons of the Buyer, Seller and the carriers. Individual RLS users log in to the system under a login name and password, which entitles them to perform their assigned activities in the system. The Seller is responsible for all data provided by them or the persons authorized by them in the RLS.
- 4.1. The Seller shall appoint an authorized person as a user for work in the RLS.
- 4.3. The Seller shall deliver the Goods to the Buyer based on the Delivery Note (hereinafter referred to as the "**Delivery Note**").
- 4.4. In the event that the Seller has their registered office and/or the place of delivery of the Goods is outside the territory of the Slovak Republic, the Parties undertake to comply with the obligations set out in Regulation (EC) No. 1013/2006 of the European Parliament and of the Council on Shipments of waste (hereinafter referred to as the "**Regulation**"). In such a case, the Seller undertakes to ensure that the delivery of the Goods is accompanied by a document which forms Annex VII to the Regulation (hereinafter referred to as "**Annex VII**"), this document shall be completed and signed by the Seller before handing the Goods over for transportation; the Buyer enables the Seller to issue Annex VII in the RLS. After completing Annex VII, the Seller shall send the original and a copy in the delivery of the Goods to the Buyer together with the delivery note. The delivery note serves as the proof of the origin of the Paper for Recycling. The Seller is responsible for the true, complete and consistent filling in of the Delivery Note and is obliged to fill it in properly already when loading the Goods.
- 4.6. In the event the delivered Delivery Note and Annex VII are illegible or not filled in completely, the Buyer is entitled not to include the delivery in question in the next Acceptance Report; The Buyer also has the right to withdraw from the Individual Purchase Agreement or the Contract and the right to refuse to accept the delivered Goods. If the Buyer does not exercise their right to withdraw from the Individual Purchase Agreement or the Contract, such delivery will be included in the Acceptance Report after the completion of missing or illegible data by the Seller.
- 4.8. In the event of incorrect filling in of the Delivery Note and/or Annex VII due to a reason on the part of the Seller, the Buyer has the right to compensation for the damage caused thereby.

#### **5. ACCEPTANCE OF DELIVERIES, QUALITY ASSESSMENT AND CLAIMS**

- 5.1. The procedure for accepting the deliveries of the Goods, assessing the quality of the delivered Goods and the claims on the delivery of defective Goods are specified in the Technical Acceptance Conditions of the Buyer's Customer, or in the Customer's GTC. If such procedure is not specified, these Terms and Conditions and the Buyer's Minimum Standards shall apply.
- 5.2. The Buyer has the right to refuse to accept the delivered Goods and withdraw from the Individual Purchase Agreement or the Contract and the Seller is obliged to take back such Goods at their own expense under the conditions specified in point 3.2 of these Terms and Conditions.



- 5.3. In the event that the Buyer (or the Buyer's Customer) refuses to accept the delivered Goods, it is considered to be a claim of the Goods and the Buyer may proceed in the following way (at the Buyer's discretion):
- a) the delivered Goods shall not be unloaded from the vehicle and the Buyer shall return them to the Seller without undue delay at the expense of the Seller, or
  - b) the delivered Goods shall be placed in the claims warehouse, in which case the procedure shall be as follows: The Buyer shall immediately send the Seller the information on the refusal to accept the delivered Goods in the form of an e-mail message; The Buyer shall fulfil their obligation to send the Seller information on the refusal to accept the delivered Goods and their placement in the claims warehouse by entering this information in the RLS or informing the Seller by phone (hereinafter referred to as the "**Refusal to accept the delivered Goods**"). The Buyer shall allow the Seller to inspect the rejected (claimed) Goods at the place of delivery for a period of 3 working days from the date of the Notice of Refusal to accept the delivered goods (hereinafter referred to as the "**Deadline for the inspection of the claimed Goods**"); in the event that the Seller does not appear at the place of delivery within the deadline for inspection of the claimed goods and does not inspect the claimed goods within the given deadline, and at the same time does not raise written objections against the Notice of refusal to accept the delivered Goods within such period, such a claim of the Buyer shall be considered rightful and recognized by the Seller; in such a case, unless they have agreed otherwise, after the Deadline for the inspection of the claimed Goods, the Buyer has the right to return the claimed amount of goods at the Seller's expense, or have them disposed of at the Seller's expense, in accordance with the Buyer's Customer Acceptance Conditions, or the GTC of the Customer, and if such documents do not exist, in accordance with the Minimum Requirements of the Buyer and these Terms and Conditions.
- 5.4. In the case of refusal to accept the delivered Goods by the Buyer, the Seller is obliged to immediately accept these Goods and take them away from the place of delivery (if they are located in the claims warehouse) no later than the deadline for the inspection of the claimed goods; otherwise they liable for the damages to the Buyer; in such a case, the Seller is obliged to bear any costs associated with the disposal or storage of the claimed (unaccepted) delivery of the delivered Goods at the landfill and/or any other costs associated with the claimed delivery, in the amount of costs charged to the Buyer by the Buyer's final Customer.
- 5.5. In the case of deliveries that deviate from the Technical Acceptance Conditions of the Buyer's Customer (and if these do not exist, from the Buyer's Minimum Standards) which causes any damage, e.g. damage to handling or technological equipment, downtime in production etc., to the Buyer's Customer and/or the Buyer, the Seller is obliged to compensate the incurred damages and losses, including lost profits.
- 5.6. If the nature of the matter allows, the Buyer shall document the claimed defects of the delivered Goods by photographs (this does not apply to defects in weight and moisture of the Goods), which will be sent to the e-mail address specified by the Seller upon request.
- 5.7. The Seller is obliged to reimburse the Buyer for all costs and damages incurred as a result of defective delivery of the Goods, in particular, but not exclusively, contractual

penalties, sanctions, interest on arrears, and any fees charged by the Buyer's Customer to the Buyer.

- 5.8. Unless agreed otherwise, the Buyer shall not be liable for the consequences of the necessary storage of the delivered Goods and the inspection thereof at the Buyer's Customer premises (or in their external warehouses) and the exposure of the stored delivery to weather conditions (such as precipitation, humidity, solar radiation and temperature changes).
- 5.9. The Seller shall be liable for the damage incurred by the Buyer and/or the Buyer's Customer as a result of the delivery of defective Goods, in particular, but not exclusively, due to:
- a) the presence of prohibited, dangerous substances in the delivery, or the presence of ingredients unacceptable for production, e.g. if the delivery contains objects or substances that could lead to problems in the paper industry (such as glass fibres or their joints, mineral wool, PVC containing dangerous, explosive or radioactive substances);
  - b) the presence of materials which have come into contact with the colouring substance, have a persistent odour of the chemicals or show signs of ongoing putrefaction processes and decomposition of the food in the delivery;
  - c) other quality deficiencies of the delivery, as well as the excessive presence of undesirable materials, exceeded level of tolerance of paper and non-paper components in the delivery, etc.

## **6. FORCE MAJEURE**

- 6.1. The Parties have agreed not to hold each other liable for the consequences arising directly from the case of force majeure, provided that the Party claiming force majeure notifies the other party in writing of the occurrence of the case of force majeure no later than 14 days after the event of force majeure.
- 6.2. The Parties have defined the case of force majeure as a disaster, e.g. a fire, flood, earthquake, war or intervention by state or local authorities or a pandemic or any other circumstance which is completely beyond the control of either Party but which results in that Party not being able to fulfil their obligations to the other Party under these Terms and Conditions.
- 6.3. In the event of force majeure, the Parties have agreed to reasonably extend the applicable deadlines resulting from mutually confirmed orders. The Party claiming force majeure must substantiate this claim by obtaining a confirmation issued by the competent public authority and must submit such a document as proof of force majeure and its expected duration to the other Party within the time limits referred to in the first paragraph of this article, except for the generally known cases such as: the declaration of war, etc. If the Parties do not exercise force majeure within the deadlines and in the manner specified above, their claims thereof shall lapse.

## **7. ENTRY TO THE PREMISES OF THE BUYER'S CUSTOMER**

- 7.1. Unless otherwise agreed by the Parties, the Seller is entitled to enter the premises of the Buyer's Customer only with the prior written consent of the Buyer and the Buyer's Customer. The Buyer's customer has the right to refuse the Seller access to its premises, even without giving a reason.

- 7.2. The Seller is authorised to move in the premises of the Buyer's Customer only accompanied by the Buyer's representative. The Seller is obliged to follow the instructions of the accompanying person and all currently valid internal guidelines and health and safety standards at the premises of the Buyer's Customer.

## **8. PROTECTION OF THE ENVIRONMENT**

- 8.1. The Seller undertakes that neither they nor any of their employees, or a person authorized by them entering the Buyer's Customer premises, will pollute, damage or otherwise endanger the environment in the Buyer's Customer premises and on access roads to the Buyer's Customer premises. The Parties shall influence the environmental behaviour of other suppliers, carriers and the general public by their actions, in particular in the place of their operation.

## **9. PROTECTION OF PERSONAL DATA**

- 9.1. The principles of the protection of personal data by the Buyer are listed on the website [www.slovpaper.sk](http://www.slovpaper.sk).

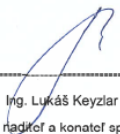
## **10. FINAL PROVISIONS**

- 10.1. These Terms and Conditions are binding from the date of their publication on the Buyer's website [www.slovpaper.sk](http://www.slovpaper.sk). These Terms and Conditions apply to the extent and in the wording in which they are published on the Buyer's website on the day of the conclusion of the Individual Purchase Agreement or the Contract by the Seller.
- 10.2. The Seller hereby acknowledges that relations not further governed by these Terms and Conditions are governed by the laws of the Slovak Republic and all and any claims and disputes of the Buyer and the Seller are subject to the jurisdiction and will be decided by the general courts of the Slovak Republic.
- 10.3. If, in individual cases under the Individual Purchase Agreement or the Agreement relating to the delivery of Goods, the Parties have agreed on conditions different from these Terms and Conditions, the contractual relationship between the Seller and the Buyer shall be preferentially governed by the provisions of the Individual Purchase Agreement or the Contract in the parts agreed differently from these Terms and Conditions.
- 10.4. The Buyer reserves the right to change these Terms and Conditions.
- 10.5. In relation to the delivery of any documents relating to the termination or amendment of the Individual Purchase Agreement or the Contract, all documents must be delivered by registered mail to the address of the other Party, unless the Parties have agreed otherwise. Unless these Terms and Conditions provide otherwise, consignments sent by mail shall be deemed to have been delivered on the day of delivery of the consignment and, if the consignment could not be delivered for any reason, on the day of return of the consignment by mail, regardless of whether the other Party learned of the consignment.

10.6. These Terms and Conditions shall enter into force on 1 June 2020.

In Ružomberok, on 1 June 2020

Slopaper Recycling s.r.o.



Ing. Lukáš Keyzlar  
(výkonný riaditeľ a konateľ spoločnosti)