

ENVitech s.r.o.



GENERAL TERMS AND CONDITIONS

for the supply of goods, technological systems, software and services

GTC 2026

Document	General Terms and Conditions of ENVitech s.r.o.
Version	2026 / 1.0
Effective date	01.09.2026
Status	Valid

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1. INTRODUCTORY PROVISIONS AND SCOPE

1.1 These General Terms and Conditions (the “GTC”) of ENVltech s.r.o., with its registered office at Janka Kráľa 16, 911 01 Trenčín, Slovak Republic, Company ID No.: 31 413 498 (the “Supplier” or “ENVltech”), govern the rights and obligations between the Supplier and its customer (the “Customer”) in connection with the supply of goods, technological equipment, systems, works and software and the provision of services.

1.2 These GTC are issued pursuant to Section 273 of Act No. 513/1991 Coll., the Commercial Code, as amended (the “Commercial Code”), and are intended for business relationships between entrepreneurs, legal entities, public-sector entities and other professional customers. These GTC are not intended for consumer contracts.

1.3 The GTC apply in particular to the supply of measuring and analytical instruments and accessories; automatic monitoring stations and technological containers; monitoring and information systems; system integration; design and engineering activities; assembly, installation and commissioning; calibration, servicing, repairs and maintenance; spare parts and consumables; supply, licensing, configuration and support of software; remote service, data management and digital services; training, professional consultancy and technical support; as well as project deliveries and turnkey solutions.

1.4 The GTC shall apply unless otherwise agreed in writing between the Supplier and the Customer. Deviating provisions of an individual contract, confirmed order or special terms of the Supplier shall take precedence over these GTC.

1.5 Where the Customer is a contracting authority or contracting entity, these GTC shall apply only to the extent to which they have been duly and demonstrably incorporated into the relevant contractual framework and do not conflict with binding public-procurement conditions, the concluded contract or mandatory provisions of law. In the event of conflict, the public-procurement documents and the concluded contract shall prevail in the order arising therefrom. Nothing in these GTC may be construed as authorising the Supplier to unilaterally amend the terms of a contract concluded pursuant to a public-procurement procedure.

2. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

2.1 The contractual relationship may consist in particular of an individual contract, the Supplier’s order confirmation, the Supplier’s commercial or technical-commercial quotation, the technical specification, agreed changes to the scope of performance, special commercial or licensing terms, and these GTC.

2.2 In the event of any conflict between individual documents, the following order of precedence shall apply unless expressly agreed otherwise: (1) the individual contract and its amendments, (2) the Supplier’s order confirmation, (3) special terms stated in the Supplier’s quotation, (4) the agreed technical specification, and (5) these GTC.

2.3 The Customer’s commercial, purchasing or other general terms shall not apply to the contractual relationship unless expressly accepted by the Supplier in writing. A reference to such terms in an order, electronic message, Customer portal or other document shall not in itself constitute acceptance by the Supplier. Mere acceptance of an order, delivery of goods, issuance of an invoice or commencement of performance shall not constitute the Supplier’s agreement to the Customer’s terms unless the Supplier’s written confirmation clearly states otherwise.

3. QUOTATIONS AND FORMATION OF CONTRACT

3.1 Unless the Supplier’s quotation expressly provides otherwise, its validity is limited to the period stated in the quotation. After expiry of that period, the Supplier may confirm, update or reject the quotation.

3.2 The Customer’s order shall be deemed an offer to enter into a contract. The contract is formed upon the Supplier’s written confirmation of the order, signature of the contract by both parties, or commencement of performance by the Supplier where the circumstances clearly demonstrate acceptance of the order.

3.3 For ordinary commercial and technical communications, e-mail communication shall also satisfy the requirement of written form unless the law or an individual contract requires a stricter form.

3.4 Technical data, drawings, catalogues, photographs, dimensions, weights, performance data and similar information shall be binding only to the extent expressly designated as binding or incorporated into the agreed technical specification.

3.5 The Supplier may make reasonable technical changes that do not reduce the agreed functionality or essential characteristics of the performance, in particular as a result of technical development, component changes, manufacturer requirements or discontinuation of the original component.

4. PRICES

4.1 Unless stated otherwise, prices are quoted in EUR exclusive of VAT. VAT and other taxes or charges shall be added in accordance with applicable law.

4.2 The price includes only the performance expressly stated in the quotation or contract.

4.3 Unless agreed otherwise, the price excludes transport, transport insurance, unloading, crane services, lifting equipment, construction works, electrical and data connections, travel costs, accommodation, subsistence allowances, local charges, customs duties, permits and work performed outside the agreed scope.

4.4 If, after conclusion of the contract, the Customer requests a change in scope, technical solution, schedule or implementation conditions, the Supplier may reasonably adjust the price and deadlines.

4.5 For projects with an implementation period exceeding six months, the Supplier may request a reasonable price adjustment if, after conclusion of the contract, there is an extraordinary increase, not reasonably foreseeable at the time of contracting, in the prices of key inputs, energy, transport, wages, exchange rates or critical components. The Supplier shall objectively justify and substantiate the reason for and extent of the requested adjustment. Unless the individual contract or quotation provides a binding indexation mechanism, the price may be changed only by written agreement of the parties.

4.6 Where the quotation or individual contract contains a precise and objective indexation mechanism, the price may be adjusted in accordance with the agreed formula, reference data, reference period, threshold and frequency. For a contract concluded pursuant to public procurement, indexation or any other price change shall apply only to the extent and under the conditions duly included in the original contract and tender documentation and permitted by public-procurement law.

5. PAYMENT TERMS

5.1 Unless agreed otherwise and unless a mandatory provision of law prescribes a different regime, invoices are due within 14 calendar days from the date of their demonstrable delivery to the Customer. If the law also makes commencement of the payment period conditional upon delivery of goods, provision of services, inspection or verification of proper performance, the period shall commence no earlier than the date on which the relevant statutory conditions have been met. For public-law entities, the special provisions of the Commercial Code governing the time for performance of monetary obligations shall apply in particular.

5.2 The Supplier may require an advance payment, milestone payments, partial invoicing, payment prior to dispatch or another reasonable form of payment security, in particular for custom manufacturing, project deliveries, high-value equipment or a Customer with unverified or deteriorated creditworthiness.

5.3 Payment shall be deemed made on the date the full amount due is credited to the Supplier's account.

5.4 The Customer may withhold from an invoiced amount only that portion whose withholding is expressly permitted by a mandatory provision of law or the individual contract, in particular in connection with a defect duly and timely notified. The amount withheld must be proportionate to the nature and extent of the asserted claim; the undisputed portion of the price remains payable within the agreed period.

5.5 The Customer may not unilaterally set off against the Supplier's receivable any claim that is disputed, uncertain or not yet due, unless a mandatory provision of law or the individual contract provides otherwise. A claim acknowledged by the Supplier in writing or finally awarded by a competent authority may be set off without restriction.

5.6 If the Customer is in default with payment, the Supplier is entitled to default interest at the agreed rate or, if no rate has been agreed, at the rate prescribed by applicable law, as well as to the statutory lump-sum compensation for recovery costs and compensation for damage to the extent permitted by law.

5.7 If the Customer is in payment default, the Supplier may, following reasonable written notice, suspend further deliveries, service, support or other performance until all due obligations have been paid in full, provided this does not breach mandatory obligations or specifically agreed safety obligations. Such justified suspension shall not constitute delay by the Supplier, and deadlines shall be reasonably extended by the period of suspension and the time necessarily required to resume performance.

6. DELIVERY TIMES

6.1 Delivery periods shall commence only after conclusion of the contract, receipt of the agreed advance payment, if required, and provision of all documents and cooperation required from the Customer.

6.2 Unless a deadline is expressly designated as fixed or binding, the stated date shall be regarded as an estimated delivery date.

6.3 The delivery period shall be reasonably extended for any period during which the Supplier was unable to perform, in particular due to delay or insufficient cooperation by the Customer, a change in the scope of the order, force majeure, delay by a manufacturer or subcontractor caused by circumstances beyond the Supplier's reasonable control, or changes in legal, safety or technical requirements.

6.4 The Supplier may make partial deliveries and provide partial performance provided that the purpose of the contract is not materially affected.

7. DELIVERY, TRANSPORT AND TRANSFER OF RISK

7.1 The delivery term shall be specified in the quotation or contract in accordance with Incoterms® 2020 where appropriate.

7.2 If no delivery term has been agreed, the place of delivery shall be the Supplier's premises in Trenčín unless the nature of the performance or the contract indicates otherwise.

7.3 Risk of damage to the goods shall pass to the Customer in accordance with the agreed delivery term or, if none has been agreed, at the time determined by the applicable provisions of the Commercial Code, taking into account the agreed method of transport and handover.

7.4 If the Customer, for reasons not attributable to the Supplier, is not ready to take over a completed delivery, the Supplier may arrange reasonable storage at the Customer's expense and claim reimbursement of reasonably incurred costs. Readiness for delivery may also constitute a basis for invoicing where consistent with the contract and the nature of the performance.

8. RETENTION OF TITLE

8.1 Where the performance involves the sale of goods, the parties agree, pursuant to Section 445 of the Commercial Code, that title to the delivered goods shall pass to the Customer only upon full payment of the purchase price for the relevant goods, unless the individual contract or a mandatory provision of law provides otherwise. Retention of title shall apply only to the extent legally and practically enforceable having regard to the nature of the goods, their possible incorporation or combination with another item, or the legal regime of the resulting work.

8.2 Until the price has been paid in full, the Customer shall protect the goods against damage and, where practicable, keep them identifiably separate from other property; the Customer shall not dispose of them in a manner knowingly frustrating or materially hindering the Supplier's exercise of rights arising from the retention of title.

9. CUSTOMER COOPERATION

9.1 The Customer shall provide, in a timely manner and free of charge, all cooperation required under the contract or by the nature of the performance for implementation of the delivery.

9.2 For installation and commissioning, the Customer shall in particular ensure safe access to the site, necessary permits and access authorisations, readiness of construction and technological areas, electrical, data, gas and other required connections, suitable working and safety conditions, handling equipment where necessary, a responsible contact person, and the required IT, network and communication conditions.

9.3 If the Customer fails to provide the required cooperation, the Supplier may reasonably postpone deadlines and charge demonstrable additional costs, in particular downtime, repeat visits, travel costs and storage.

10. CHANGES IN SCOPE – CHANGE ORDER

10.1 The Customer may request a change to the scope of supply. The Supplier shall assess the technical, price and schedule implications of the requested change.

10.2 The Supplier is not obliged to implement a change unless it has been agreed in writing by the parties or is required by a mandatory provision of law.

10.3 A change may result in an increase or decrease in price, a change to the schedule or technical solution, or a change to the scope of testing, documentation or related services.

10.4 If the need for a change arises from incorrect or incomplete information provided by the Customer, the related demonstrable costs shall be borne by the Customer.

11. INSTALLATION AND COMMISSIONING

11.1 Installation, assembly, commissioning, training or similar work shall form part of the supply only if expressly stated in the contract or quotation.

11.2 The Supplier may use qualified subcontractors to perform part of its obligations unless restricted by the individual contract or public-procurement rules.

11.3 The Supplier shall not be liable for work or interventions performed by third parties not authorised by the Supplier to the extent that such intervention caused or aggravated the defect or damage.

12. FAT, SAT AND ACCEPTANCE

12.1 Where a Factory Acceptance Test (FAT) or Site Acceptance Test (SAT) forms part of the project, the scope and acceptance criteria shall be defined in the contract, technical specification or agreed test protocol.

12.2 The Customer shall ensure the attendance of authorised persons at the agreed tests.

12.3 Minor defects or outstanding items that do not prevent safe and proper use of the delivery for the agreed purpose shall not constitute grounds for refusal of acceptance. Such items shall be recorded in the acceptance protocol and remedied by the Supplier within a reasonable period.

12.4 If the Customer, without justified reason, fails to attend an agreed acceptance test or refuses to sign the acceptance protocol without identifying specific material defects, the Supplier may prepare a unilateral record of the course and outcome of the test.

12.5 If the Customer begins using the delivery without reservation in normal operation for the purpose for which it was supplied, such use may constitute evidence of factual acceptance to the extent appropriate to the nature of the performance. This shall not affect defects duly and timely notified, agreed acceptance criteria, the obligation to perform FAT or SAT, or any specifically agreed commencement date of the warranty period.

13. DOCUMENTATION

13.1 The Supplier shall provide documentation to the extent agreed in the contract or quotation.

13.2 Unless agreed otherwise, documentation shall be supplied in the Supplier's or manufacturer's standard format and may be provided electronically.

13.3 The Customer may use and reproduce the documentation only to the extent necessary for operation, maintenance and servicing of the supplied equipment, subject to intellectual-property rights.

14. TECHNICAL CHANGES AND COMPONENT OBSOLESCENCE

14.1 The Customer acknowledges that technical equipment, electronics, IT components and software are subject to technological development.

14.2 If a manufacturer discontinues a component or the component becomes objectively unavailable, the Supplier may, after informing the Customer, use a functionally equivalent or technically more suitable replacement, provided the agreed characteristics of the delivery are not materially impaired.

14.3 The Supplier does not guarantee unlimited future availability of identical spare parts, components or software versions unless it has expressly assumed such an obligation.

15. WARRANTY AND RIGHTS IN RESPECT OF DEFECTS

15.1 The Supplier's liability for defects in performance is governed by the individual contract, these GTC and the applicable provisions of the Commercial Code. In addition to statutory liability for defects, the Supplier provides, unless otherwise agreed, a 12-month quality warranty for new equipment. A different warranty period may be specified in the quotation, individual contract, product terms or manufacturer documentation.

15.2 If installation or SAT forms part of the performance, the warranty period shall commence on the date of successful completion of SAT or signature of the relevant acceptance protocol, whichever occurs first. If SAT or acceptance is delayed for reasons attributable to the Customer, the warranty period shall commence no later than three months after the date on which the delivery was ready for SAT or acceptance. If neither installation nor SAT forms part of the performance, the warranty period shall commence on the date of delivery. The individual contract may specify a different commencement date.

15.3 Under the quality warranty, the Supplier warrants that, when properly used during the warranty period, the performance will, in its material parameters, conform to the agreed technical specification and be free from defects in materials and workmanship, taking into account the nature of the particular product or service.

15.4 The quality warranty does not apply in particular to normal wear and tear; consumables and parts with limited service life; improper use; failure to follow the manufacturer's or Supplier's instructions; improper installation or third-party intervention; operation outside specified conditions; damage caused by overvoltage, unsuitable power supply, water, fire, mechanical damage or external influences; failure to perform prescribed maintenance or calibration; unauthorised software or hardware modifications; or a cybersecurity incident caused by the Customer's environment, where there is a causal link between such circumstance and the defect.

15.5 The Customer shall notify the Supplier of a defect without undue delay after discovery, describe it sufficiently and provide reasonable information, diagnostic data and cooperation necessary to assess and remedy the defect. Statutory time limits for notification of defects remain unaffected.

15.6 For a justified defect claimed under the quality warranty, the Supplier shall determine an appropriate remedy having regard to the nature of the defect, technical feasibility and economy, in particular repair, replacement of the defective part, replacement of the equipment, software update or repair, or an appropriate price reduction if the preceding options are not reasonably feasible. Claims arising from statutory liability for defects remain unaffected to the extent they may not be contractually modified.

15.7 Replaced parts shall become the property of the Supplier unless the Supplier determines otherwise and unless prevented by the legal regime of the particular repair or a third party's ownership rights.

15.8 The place of warranty performance shall be the Supplier's registered office or service facility unless the nature of the equipment, the individual contract or agreed service terms require on-site service. The Supplier may charge the costs of an unjustified service visit or diagnosis of a defect for which the Supplier is not responsible in accordance with its current service rates.

16. SERVICE AND MAINTENANCE

16.1 Post-warranty service is provided at the Supplier's current service rates or under a service agreement.

16.2 Preventive maintenance, calibration, metrological verification, replacement of consumable parts and regular service interventions are not included in the warranty unless agreed otherwise.

16.3 Stated service response times mean the time to commence handling the request, not automatically the time required to fully remedy the fault, unless the contract expressly provides otherwise.

17. SOFTWARE, FIRMWARE AND LICENCES

17.1 Supply of equipment or software does not transfer ownership or copyright in software, firmware, source code, database structure, algorithms, documentation or know-how unless expressly agreed otherwise in writing.

17.2 The Customer receives a non-exclusive and, as a rule, non-transferable right to use the software to the extent necessary for the agreed use of the supplied system; the precise scope of the licence may be governed by a separate licence agreement or product terms.

17.3 The scope of the licence and the number of users, workstations, servers, devices or sites may be limited by individual licence terms.

17.4 Without the consent of the relevant rights holder, the Customer may not unlawfully copy the software, make it available to third parties, remove protective measures or perform reverse engineering, except where expressly permitted by mandatory law.

17.5 Third-party software is governed by the licence terms of the relevant manufacturer or licensor. The Supplier may also use open-source software in its solutions; rights and obligations relating to such components are governed by the applicable open-source licences.

18. UPDATES AND COMPATIBILITY

18.1 The Supplier does not guarantee permanent compatibility of the supplied software with future versions of operating systems, databases, browsers, network components or third-party software unless agreed otherwise.

18.2 An upgrade necessitated by a change in the Customer's IT environment shall not be considered a warranty repair if the originally supplied solution complied with the agreed conditions.

18.3 Security and functional updates may be provided under service, licence or specific product support arrangements in accordance with the terms applicable to the particular product and mandatory legal requirements.

19. DATA AND REMOTE ACCESS

19.1 For the purposes of this Article, “product data” means data generated by the use of a connected product and “related service data” means data generated during the provision of a digital service related to such product, where those concepts and related rights are governed by directly applicable European Union law. These GTC do not establish ownership rights in data where the legal system does not recognise such data as an object of property rights.

19.2 If Regulation (EU) 2023/2854 of the European Parliament and of the Council (Data Act) applies to a particular product or related service, the Supplier shall provide the user with information and access to product data and related service data to the extent and in the manner required by that Regulation. Pre-contractual information, the technical means of access, data format, frequency of generation and any restrictions shall be specified in the quotation, product documentation or specific data terms.

19.3 Data created or provided by the Customer when using the system shall remain under the Customer’s control to the extent arising from the contract and applicable law. This is without prejudice to the Supplier’s or manufacturer’s rights in software, database structures, data models, metadata, algorithms, technical statistics, know-how or third-party rights.

19.4 The Customer is responsible for regular and adequate backup of its data unless backup, archiving or data recovery is expressly included in the Supplier’s service.

19.5 Where necessary for service, diagnostics, updates, cybersecurity or technical support and where agreed or authorised by the Customer, the Supplier may be granted remote access to the equipment, system or relevant technical data. The Customer shall ensure the necessary permissions and access conditions within its environment.

19.6 The Supplier shall use data obtained through remote access only for the purposes of providing the agreed performance, technical support, diagnostics, security and maintenance. For product or service improvement, the Supplier may in particular use anonymised or appropriately aggregated technical and telemetry data; where personal data or other data subject to a special legal regime are involved, a separate legal basis or contractual authorisation is required.

19.7 Exercise of data rights must not result in unauthorised disclosure of trade secrets, confidential information, personal data, security data or intellectual-property rights. The parties shall provide reasonable cooperation in implementing technical and organisational measures enabling lawful access to data while protecting those interests.

20. CYBERSECURITY

20.1 The Supplier implements reasonable technical and organisational measures appropriate to the nature of the supplied system, identified risks, the scope of its contractual obligations and directly applicable legal requirements.

20.2 The Customer is responsible for the security of its IT and OT infrastructure, in particular firewalls, user accounts and passwords, network segmentation, VPN and remote access, updates of its own systems, backups, endpoint protection and access-right management, unless these tasks have been expressly assumed by the Supplier.

20.3 If the Supplier or manufacturer provides a security update, vulnerability fix, security recommendation or request for a configuration change, the Customer shall evaluate it without undue delay and implement it within a reasonable period unless prevented by an objective technical, safety or regulatory reason. The Supplier shall provide reasonable cooperation within the scope of the agreed support.

20.4 The Customer shall notify the Supplier without undue delay of any serious security incident or identified vulnerability that may affect the supplied product or system and shall provide reasonable information required for

diagnosis and remediation. The parties undertake to coordinate communications and measures so as not to unnecessarily increase security risk.

20.5 If Regulation (EU) 2024/2847 of the European Parliament and of the Council (Cyber Resilience Act) applies to a particular product with digital elements, the Supplier shall fulfil the obligations corresponding to its specific legal role as manufacturer, importer or distributor to the extent and from the date on which the relevant provisions of the Regulation apply. The Customer shall provide cooperation reasonably required for vulnerability management, security incidents and updates.

20.6 The Supplier shall not be liable for a cybersecurity incident to the extent caused by the Customer's breach of security obligations, failure without reasonable cause to apply a security update duly made available by the Supplier or manufacturer, a third-party system, or a circumstance beyond the Supplier's reasonable control; this shall not affect the Supplier's liability for its own breach of obligations.

21. INTELLECTUAL PROPERTY

21.1 All intellectual-property rights owned, developed or used by the Supplier or a third party independently of the particular order, as well as modifications thereof, generally reusable modules, libraries, templates, methodologies, algorithms, data models, configurators, know-how and tools ("Background IP"), shall remain with the Supplier or the relevant rights holder.

21.2 The Customer receives a non-exclusive right to use the Background IP and other protected elements incorporated in the supplied performance to the extent necessary for proper operation, maintenance and use of the supplied system for the agreed purpose, unless the individual contract or licence terms provide for a broader scope.

21.3 If custom-developed software, technical documentation, project deliverables or other intellectual property are created under an order, the scope of the Customer's rights shall be determined by the individual contract. Unless the contract expressly provides for assignment of proprietary rights or an exclusive licence, a non-exclusive licence shall be presumed to the extent necessary to use the particular supplied solution.

21.4 Quotations, projects, technical designs, drawings and other protected materials of the Supplier may not, without its consent, be used for the manufacture or procurement of a competing solution by a third party beyond the purpose for which they were provided to the Customer, unless such restriction is precluded by mandatory law, public-procurement rules or a specific agreement.

22. CONFIDENTIALITY

22.1 The parties shall protect confidential technical, commercial, pricing and organisational information obtained in connection with the contract and use it solely for the purposes of performing the contractual relationship.

22.2 Information shall not be considered confidential if it is publicly available without breach of confidentiality, was demonstrably in the receiving party's possession before disclosure, was lawfully obtained from a third party, or must be disclosed pursuant to law, public-procurement rules, mandatory publication of the contract or a decision of a competent authority.

22.3 The confidentiality obligation shall continue throughout the contractual relationship and for five years after its termination. Information meeting the statutory requirements of a trade secret shall be protected for as long as it continues to meet those requirements, unless the law or individual contract provides otherwise.

23. PERSONAL DATA PROTECTION

23.1 Each party shall process personal data in accordance with applicable law, in particular the GDPR and relevant national legislation.

23.2 If, in providing the performance, the Supplier processes personal data on behalf of the Customer as a processor, the parties shall, before such processing begins or no later than simultaneously with it, enter into or otherwise lawfully establish a contractual framework meeting the requirements of Article 28 GDPR. The scope, purpose, categories of data, processing period, subprocessors and security measures shall be determined according to the specific service.

23.3 If each party processes personal data as an independent controller for its own purposes and on its own legal basis, each party shall be responsible for compliance with its information, security and other obligations under the GDPR.

23.4 Personal data obtained during remote service, diagnostics or technical support may be processed by the Supplier only for agreed and legally permissible purposes. Use of such data for a separate purpose of analytics or product improvement requires a separate legal basis; this does not restrict the use of data lawfully anonymised so that they no longer constitute personal data.

24. LIABILITY FOR DAMAGE AND LIMITATION OF LIABILITY

24.1 Each party shall be liable for damage caused by breach of its contractual or statutory obligations to the extent provided by applicable law, the individual contract and this Article.

24.2 To the maximum extent permitted by the governing law, damages recoverable from the Supplier shall not include loss of profit, turnover or revenue, loss of production or operations, loss of business opportunity, loss of anticipated savings, loss of goodwill or costs arising from business interruption. Loss of or damage to data shall be recoverable only to the extent that the Supplier expressly assumed an obligation to back up or protect such data and breach of that obligation caused the damage.

24.3 To the maximum extent permitted by the governing law, the Supplier's total aggregate liability for damages and other pecuniary loss arising out of or in connection with a single contract shall not exceed 100% of the total price excluding VAT agreed in the relevant contract or confirmed order. For recurring or ongoing software, service or digital services for which no total price is specified, the relevant basis shall be the fees paid or payable for the 12 months preceding the event giving rise to the damage, unless the individual contract provides otherwise.

24.4 The limitations under Clauses 24.2 and 24.3 shall not apply to damage caused intentionally or in cases where their application is excluded by mandatory law. The individual contract may establish a separate financial liability cap for selected risks, in particular breach of confidentiality, personal-data protection, cybersecurity or intellectual-property rights.

24.5 The injured party shall take reasonable measures to prevent damage and minimise its extent and consequences. The Supplier shall not be liable for that portion of damage which could reasonably have been avoided by timely and professional action by the Customer.

24.6 The Supplier shall not be liable for incorrect measurement results or decisions based on measured data to the extent caused by improper operation, inadequate maintenance, invalid or neglected calibration, third-party intervention, unsuitable input or ambient conditions, incorrect data provided by the Customer or another circumstance beyond the Supplier's reasonable control.

25. FORCE MAJEURE

25.1 A party shall not be liable for delay or failure to perform an obligation caused by an impediment arising independently of its will, the effects of which could not reasonably have been foreseen, avoided or overcome, in accordance with applicable law.

25.2 Depending on the circumstances, such an event may include in particular natural disaster, fire or flood, war, terrorism or civil unrest, epidemic or pandemic, embargo or sanctions, decision of a public authority, widespread energy or telecommunications outage, serious cyberattack, strike outside the affected party's own organisation,

or extraordinary disruption of the supply chain, provided the statutory conditions for exemption from liability are met.

25.3 A party invoking force majeure shall notify the other party of the occurrence and expected impact of the impediment without undue delay after becoming aware of it and, upon reasonable request, provide available information evidencing its duration and impact. Failure to comply with this notification obligation shall not extinguish the statutory exemption from liability; however, the affected party shall be liable for damage caused by the breach of the notification obligation itself.

25.4 Deadlines shall be reasonably extended by the duration of the impediment and the time necessarily required to resume performance. The affected party shall take reasonable measures to mitigate the consequences.

25.5 If force majeure continues uninterrupted for more than 120 days and materially prevents performance of the affected part of the contract, either party may terminate that part of the contract by written notice unless the individual contract provides otherwise. The parties shall settle performance already provided, reasonably incurred and non-refundable costs, and obligations to third parties to the extent consistent with the contract and applicable law.

26. SUSPENSION OF PERFORMANCE

26.1 Following prior notice, the Supplier may reasonably suspend performance in particular if the Customer is in payment default, fails to provide required cooperation, serious and objectively justified doubts arise as to the Customer's ability to fulfil its obligations, continued performance would conflict with legal, safety or sanctions requirements, or the Customer's site is unsafe.

26.2 If the suspension was justified, the Supplier shall be entitled to a reasonable extension of time and reimbursement of demonstrable additional costs unless the law or individual contract provides otherwise.

27. ORDER CANCELLATION AND TERMINATION OF CONTRACT

27.1 Once an order has been confirmed, the Customer may not unilaterally cancel it without the Supplier's consent unless such right arises from law or the contract.

27.2 If the Supplier agrees to cancellation, the Customer shall pay for work already performed and performance already delivered, demonstrable costs of ordered or manufactured components that cannot reasonably be used elsewhere or returned to the supplier, cancellation charges of manufacturers and subcontractors, and other reasonably incurred costs directly related to cancellation of the order.

27.3 For custom-manufactured or specially configured equipment, the Supplier may refuse cancellation where neither the contract nor the law grants the Customer a unilateral termination right.

27.4 A party's right to withdraw from the contract in the event of a material breach or in another case provided by law or contract shall be governed by the Commercial Code and the individual contract.

27.5 Depending on the circumstances, a material breach by the Customer may include in particular prolonged delay in payment of a due obligation, repeated or serious failure to provide essential cooperation, serious breach of licensing, security or compliance obligations, or a situation in which continued performance would expose the Supplier to breach of a binding sanctions, export-control or safety requirement. If the breach is remediable and the circumstances do not require immediate action, the Supplier shall provide a reasonable additional period for remedy before withdrawal.

27.6 Termination of the contract shall not affect claims which by their nature are intended to survive termination, in particular claims for payment for performance already provided, damages, protection of confidential information, intellectual-property rights, licence restrictions, personal-data protection and dispute-resolution provisions.

28. EXPORT, SANCTIONS AND COMPLIANCE

28.1 Supplies may be subject to export-control rules, sanctions regimes of the European Union or the Slovak Republic, or other directly applicable and binding legal requirements.

28.2 The Customer undertakes not to use or transfer the supplied products in a manner that would breach applicable export-control or sanctions rules.

28.3 The Supplier is not obliged to perform if doing so would breach a binding sanctions or export-control rule. Where permitted by law, the parties shall cooperate without undue delay to identify a lawful alternative solution.

28.4 Upon request, the Customer shall provide information reasonably required to verify the end user, place of use or purpose of the supply.

28.5 The parties undertake to comply with applicable anti-corruption and compliance requirements.

29. SUBCONTRACTORS AND MANUFACTURERS

29.1 The Supplier may use subcontractors to perform its obligations unless the contract or applicable law provides otherwise.

29.2 For equipment manufactured by third parties, the supply may also be subject to the manufacturer's terms concerning warranty, licensing, service, calibration or use of the equipment, provided they have been duly made available to the Customer and form part of the contractual framework.

29.3 If a product manufacturer changes the technical solution, discontinues the product or changes the availability of spare parts, the Supplier may propose a reasonable alternative solution; this shall not affect the Supplier's liability for its own contractual obligations.

30. ASSIGNMENT OF RIGHTS AND OBLIGATIONS

30.1 The Customer may not assign the contract as a whole to a third party without the Supplier's prior written consent unless the law or individual contract provides otherwise.

30.2 The Supplier may assign its monetary receivables against the Customer to a third party unless prevented by the individual contract, the nature of the relationship or a mandatory provision of law.

31. GOVERNING LAW AND DISPUTE RESOLUTION

31.1 Contractual relationships shall be governed by the laws of the Slovak Republic, in particular the Commercial Code, unless conflict-of-laws rules or the individual contract provide otherwise.

31.2 The application of the 1980 United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded unless expressly agreed otherwise in writing.

31.3 The parties undertake first to attempt to resolve any dispute through negotiations between authorised representatives.

31.4 If a dispute cannot be resolved amicably, it shall be decided by the court having subject-matter and territorial jurisdiction under the laws of the Slovak Republic. In a cross-border contractual relationship, the parties agree, to the extent permitted by directly applicable European Union law and private international and procedural law, to the jurisdiction of the courts of the Slovak Republic; the domestic subject-matter and territorial jurisdiction of the specific court shall be determined by Slovak procedural law unless a separate written agreement validly provides otherwise.

32. NOTICES AND ELECTRONIC COMMUNICATIONS

32.1 Ordinary communications, technical instructions, schedule approvals, service requests and similar notices may be made by e-mail.

32.2 Withdrawal from the contract, notice of termination or another legal act having similarly significant consequences must be made in a manner enabling proof of its content, the identity of the sender and delivery, unless the law or contract requires another form.

33. SEVERABILITY

33.1 If any provision of these GTC is or becomes invalid, ineffective or unenforceable, this shall not affect the validity of the remaining provisions unless the nature of the matter requires otherwise.

33.2 In such case, the parties shall endeavour to replace the affected provision with a legally permissible provision that most closely reflects the economic and legal purpose of the original provision.

34. AMENDMENTS TO THE GTC

34.1 The Supplier may amend or update these GTC for future contractual relationships.

34.2 A specific contract shall be governed by the version of the GTC duly incorporated into the contractual relationship at the time of its conclusion, unless the parties subsequently agree in writing to apply a later version.

34.3 The current version of the GTC is published on the Supplier's website.

35. FINAL PROVISIONS

35.1 These GTC constitute the general framework governing the Supplier's commercial relationships. Supplementary or special terms may be issued for individual products, software, cloud or digital services, service programmes, project deliveries or specific technologies.

35.2 Where Slovak and foreign-language versions of these GTC exist, the Slovak version shall prevail unless the individual contract expressly provides otherwise.

35.3 These GTC become valid and effective on 01.09.2026 and replace the previous version of the General Terms and Conditions of ENVltech s.r.o. for contracts and confirmed orders concluded after that date. For contractual relationships concluded earlier, the new version of the GTC shall apply only on the basis of an agreement between the parties or another legal ground permissible under the relevant contract and applicable law.

DOCUMENT APPROVAL AND RECORD

Role	Name / signature	Date
Prepared by / commercial review	Ing. Michal Urda	11.08.2026
Legal review	Mgr. Tomáš Baláž	18.08.2026
Approved by – Company Management	Ing. Radoslav Bernát	20.08.2026
Effective from		01.09.2026