

GENERAL TERMS AND CONDITIONS of the business company Eco-Pack a.s.

These General Terms and Conditions (hereinafter also referred to as the “GTC”) govern the legal relationships between the business company Eco-Pack a.s., with its registered office/ seat at Budovateľská 50, 080 01 Prešov, Company ID: 36 462 241, registered in the Commercial Register of the District Court Prešov, Section Sa, File No. 10152/P (hereinafter referred to as the “Seller”), on the one hand, and any natural or legal person acting as a purchaser of Goods or services from the Seller (hereinafter referred to as the “Buyer”), on the other hand.

I. Introductory Provisions

1. The legal relationships between the Seller and the Buyer shall be governed by these GTC, the Purchase Agreement and, where applicable, other agreements concluded between the Seller and the Buyer. To the extent that such relationships are not governed by these documents, they shall be governed by the generally binding legal regulations of the Slovak Republic, in particular the Commercial Code.
2. The Seller and the Buyer may, in the Purchase Agreement or in other agreements duly concluded between them, agree on rights and obligations deviating from the provisions of these GTC, whereby such deviating provisions shall always prevail over the general provisions of these GTC. In the event of any conflict between such agreements concluded between the Parties, the provisions contained in the agreement concluded later in time shall prevail. Any amendments to these GTC during the term of the contractual relationship between the Parties shall not affect the rights and obligations agreed differently in such agreements.

II. Definitions

1. Goods: products manufactured and/or sold (in particular packaging produced in accordance with the Buyer’s specifications) or services provided within the scope of the business activities of the company Eco-Pack a.s.
2. Seller: the business company Eco-Pack a.s., with its registered office/ seat at Budovateľská 50, 080 01 Prešov, Company ID: 36 462 241, registered in the Commercial Register of the District Court Prešov, Section Sa, File No. 10152/P.
3. Buyer: a natural or legal person who has concluded a Purchase Agreement or any other agreement with the Seller, whether orally or in writing, the subject matter of which is the supply of Goods.
4. Parties: the Seller and the Buyer.
5. Written form of documents: documents in written form, including letters and electronic mail (e-mail).
6. Place of delivery of notices, contact address: all documents shall be delivered to the address designated by the Parties as the contact address in the Purchase Agreement or any other agreement; otherwise, to the registered office of a legal person or to the place of business or permanent residence of a natural person, whether the Seller or the Buyer.
7. Purchase Agreement: a written document under this or a similar title (e.g. framework purchase agreement), as well as any mutually confirmed / accepted proposals of the Parties containing the essential elements, in particular the subject matter of the purchase and the Purchase Price, such as a price offer, order, order confirmation / acceptance.
8. Delivery tolerance: due to the nature of the production process, the Seller shall be entitled to deliver the Goods within the following quantity tolerances:

- a) for deliveries of up to 500 units: (+/-) 20%;
- b) for deliveries of up to 2,500 units: (+/-) 15%;
- c) for deliveries exceeding 2,500 units: (+/-) 10%;
- d) for deliveries exceeding 25,000 units: (+/-) 5%.

III. Ordering of Goods and Conclusion of the Purchase Agreement

1. The Buyer shall order the Goods by means of a written order submitted to the Seller, typically based on a price offer provided by the Seller with a specified period of validity. In urgent cases, the order may be communicated to the Seller by telephone; however, any order communicated by telephone must be subsequently confirmed by the Buyer in writing without undue delay.
2. For the conclusion of the Purchase Agreement, the written confirmation of the Buyer's order by the Seller shall be decisive. The Seller shall be entitled to modify the terms of the order submitted by the Buyer (e.g. delivery date, adjustment of the price after expiry of the validity of the price offer, etc.), in particular with regard to its production and operational capabilities. Unless the Buyer notifies the Seller in writing of its objection to such modifications no later than two (2) Business Days following receipt of the Seller's order confirmation, the Buyer shall be deemed to have accepted such modifications. The Buyer's order as confirmed in writing by the Seller shall be binding on both the Buyer and the Seller.
3. If the Buyer cancels a binding order, the Buyer shall be obliged to pay the Seller a contractual penalty in the amount of 100% of the costs incurred for the production of the ordered Goods, given that the Goods are manufactured to order specifically in accordance with the Buyer's requirements, from materials procured exclusively for the purposes of that Buyer.
4. If a separate written Purchase Agreement has also been concluded between the Seller and the Buyer, the provisions contained therein shall be binding on the Parties; however, any deviating provisions contained in the written confirmation of the Buyer's order issued by the Seller shall prevail over the provisions of such separate Purchase Agreement. Any subsequent or ancillary arrangements or agreements relating to the Purchase Agreement must be made exclusively in writing and must be confirmed in writing by both Parties.

IV. Delivery Terms

1. The Seller shall deliver the Goods on pallets in accordance with the Purchase Agreement. Each pallet shall be labelled with a pallet label. The prices and types of pallets on which the Goods are delivered to the Buyer shall be specified in the price offer and, following the conclusion of the Purchase Agreement, shall be indicated in the invoice for the relevant Goods. Upon return of undamaged pallets to the Seller by the Buyer at the Buyer's own costs, up to the maximum number of pallets delivered to the Buyer, the Buyer shall be entitled to a credit note for such pallets. If the return of pallets is carried out at the Seller's costs, the amount credited shall be reduced by such costs.
2. The Buyer acknowledges that the handling of pallets is governed by the EUR/EPAL pallet manual published on the Seller's website at www.eco-pack.sk. The Buyer undertakes to familiarise itself with the said manual and to comply with it.
3. The Seller shall deliver the Goods at the place and within the time specified in the Purchase Agreement to the Buyer or to a person authorised by the Buyer. Delivery of the Goods shall typically be carried out in accordance with the agreed INCOTERMS rule. A delivery note is generally issued for each delivery; however, its absence shall not affect the proper delivery of the Goods by the Seller. In the absence of a delivery note, the invoice specifying the delivered Goods shall be deemed to constitute a delivery note. Acceptance of such

- invoice or confirmation of its receipt shall have the same legal effect as the signing of a delivery note and shall confirm that the Buyer has received the Goods specified therein.
4. The Buyer acknowledges that the Seller delivers the Goods on Business Days, excluding Business Days during which a company-wide shutdown (collective leave) is implemented by the Seller. If the delivery date falls on a public holiday or on a Business Day during such company-wide shutdown, the delivery date shall be reasonably postponed to the next Business Day.
 5. After the conclusion of the Purchase Agreement, the Buyer may request in writing a change to the delivery conditions of the Goods. If the Seller confirms such change in writing, it shall be deemed to constitute an amendment to the Purchase Agreement. If the Seller does not confirm the requested change, the terms set out in the Purchase Agreement shall remain in force. If any additional costs arise for the Seller as a result of such change to the delivery conditions, the Buyer shall be obliged to reimburse such costs.
 6. The delivery time of the Goods may be specified either by a fixed date or by a period commencing on the date of signing of the Purchase Agreement or the confirmation of the order by the Seller, as applicable. Where the delivery time is defined as a period, the Seller shall be entitled to deliver the Goods at any time within such period. However, if the Buyer is required under the Purchase Agreement to fulfil certain obligations prior to delivery of the Goods (e.g. approval of technical drawings necessary for the production of the Goods, payment of the Purchase Price or part thereof), such period shall commence only on the date on which such obligation has been fulfilled, or the delivery date shall be reasonably extended by the number of days between the conclusion of the Purchase Agreement and the fulfilment of the Buyer's obligation.
 7. If the Seller is unable to deliver the Goods within the time specified in the Purchase Agreement due to Force Majeure, the delivery time shall be reasonably extended by the duration of such Force Majeure event. Force Majeure shall mean, in particular, extraordinary, unforeseeable and unavoidable events occurring independently of the Seller's will and objectively preventing the Seller from performing its obligations, including, without limitation, wars, armed conflicts, civil unrest, terrorist attacks, embargoes, strikes, measures of public authorities, natural disasters (in particular floods, fires, earthquakes), states of emergency, pandemic or epidemic measures, significant disruptions or limitations in the supply of energy, raw materials or input materials caused by Force Majeure or measures of public authorities, as well as extraordinary employee absenteeism exceeding 30% of the total number of employees due to an epidemic or pandemic, which objectively prevents or substantially limits the Seller's production activities. Force Majeure shall also include accidents or serious technical failures of production equipment, provided that they have arisen as a result of Force Majeure and could not have been prevented even with the exercise of professional care. The Seller shall, where possible, notify the Buyer of such circumstances together with an indication of the approximate delivery time. If, as a result of Force Majeure, performance by the Seller becomes impossible, the Seller's obligation to deliver the Goods shall cease. If performance by the Seller becomes possible only at increased costs as a result of Force Majeure, the Seller shall be entitled to withdraw from the Purchase Agreement.
 8. If the Seller is obliged to deliver multiple Goods to the Buyer and the delivery time is defined as a period under the Purchase Agreement, the Seller shall be entitled to deliver the individual Goods in instalments within such period. If delivery of the Goods is not possible for reasons attributable to the Seller, or if insolvency proceedings are initiated against the Seller, the Buyer shall be entitled, after the expiry of a reasonable additional period for performance granted in writing, to withdraw from the Purchase Agreement. Such additional

period shall not be shorter than the duration of the obstacle that caused the delay. The Buyer's right to withdraw from the Purchase Agreement shall apply exclusively to the Goods that have not yet been delivered to the Buyer. If the Seller is obliged to deliver the Goods to a place specified in the Purchase Agreement, the Seller shall transport the Goods to such place at its own costs, which are included in the price of the Goods, unless otherwise agreed between the Parties. If the place of delivery is the Seller's registered office, place of business or any other place where the Goods are manufactured or stored by the Seller, the Goods shall be deemed to have been duly and timely delivered at the moment when the Seller notifies the Buyer that it may dispose of the Goods. If the Parties have agreed that the Seller shall arrange transport of the Goods, the Goods shall be deemed delivered at the moment they are handed over to the first carrier for transport.

9. If the Seller is unable to hand over the Goods to the Buyer at the place of delivery because the Buyer has failed to provide the necessary cooperation, the Goods shall be deemed delivered at the moment when the Buyer is enabled to dispose of the Goods at the place of delivery. The Buyer shall be obliged to reimburse the Seller for all costs incurred as a result of the Buyer's failure to take delivery of the Goods, including actual damages and loss of profit. If the Buyer fails to take delivery of the Goods even after being requested to do so by the Seller, the Seller shall be entitled to charge the Buyer storage fees for the storage of the uncollected portion of the Goods in the amount of EUR 0.25 per pallet per day. This shall also apply if the Buyer requests a postponement of delivery.
10. The Buyer shall be obliged, without undue delay after being enabled to dispose of the Goods, to thoroughly inspect the Goods and verify whether they have been delivered with all accessories and relevant documentation and whether they are free from apparent defects. Any deficiencies and apparent defects identified shall be notified by the Buyer to the Seller in writing without undue delay upon receipt of the Goods, by recording them directly in the delivery note and by providing appropriate photographic documentation. In the event of a breach of this obligation, the Buyer may assert claims arising from defects that could have been detected during such inspection only if the Buyer proves that such defects existed at the time when the risk of damage to the Goods passed to the Buyer.
11. If the Buyer, in breach of its obligations under the Purchase Agreement or these GTC, fails to take delivery of the Goods even after a written request from the Seller and the expiry of an additional period granted for such purpose, the Seller shall be entitled to withdraw from the Purchase Agreement. The Seller's right to claim damages shall not be affected thereby.
12. The Seller shall not be obliged to insure the Goods against damage during transport, unless otherwise provided in the Purchase Agreement.
The Seller shall be entitled to suspend deliveries of the Goods to the Buyer if the Buyer is in default with the payment of any due receivable owed to the Seller. During the period of suspension of deliveries, the Seller shall not be in delay with the delivery of the Goods and the Buyer shall have no claims arising therefrom.

V. Price of the Goods and Payment Terms

1. The price of the Goods shall be determined in accordance with the Seller's price offer, the Buyer's order and its confirmation. Prices are generally stated exclusive of value added tax (VAT), unless otherwise specified. The Seller shall be entitled to unilaterally increase the price of the ordered Goods compared to the price determined in accordance with the preceding provisions in justified cases (in particular a significant increase in the prices of input materials, a significant increase in energy costs, etc.), by no more than 10%.
2. The destruction, damage or loss of the Goods at a time when the risk of damage to the Goods has passed to the Buyer shall not affect the Buyer's obligation to duly and timely pay the Purchase Price to the Seller.

3. The Buyer shall be obliged to duly and timely pay the Purchase Price for the Goods whose order has been confirmed by the Seller, on the basis of a tax document – an invoice issued by the Seller containing all statutory requirements.
4. The Purchase Price for the Goods shall be paid primarily by bank transfer to the Seller's account specified in the tax document – the invoice. The Purchase Price shall be deemed paid on the date it is credited to the Seller's account.
5. If the Buyer fails to pay the Purchase Price or any part thereof within the specified due date, the Seller shall be entitled to claim default interest in the amount of 0.1% of the outstanding amount for each commenced day of delay. The Seller's right to claim damages caused by late payment of the Purchase Price shall not be affected thereby.
6. If the Buyer is obliged under the Purchase Agreement to pay an advance payment towards the Purchase Price prior to delivery of the Goods and fails to do so duly and on time, the Seller may, after prior notice to the Buyer and the expiry of a reasonable period for payment, refuse to carry out the delivery of the Goods until such advance payment has been made. The delivery time shall be extended by the period of delay in the advance payment, or the Seller shall be entitled to withdraw from the Purchase Agreement.
7. The Buyer shall not be entitled to unilaterally reduce the Purchase Price or any advance payment, make their payment conditional, or set them off.

VI. Transfer of Title and Risk of Damage to the Goods

1. The Buyer shall acquire title to the Goods at the moment of delivery of the Goods to the Buyer or at the moment when the Buyer is enabled to dispose of the Goods, whichever occurs earlier.
2. The risk of damage to the Goods shall pass to the Buyer at the moment when the Seller releases the Goods from its warehouse for the purpose of delivery to the place specified in the Purchase Agreement or for handover to the Buyer directly at the location of the Seller's warehouse. If the place of delivery is the Seller's warehouse and the Buyer, despite being enabled to dispose of the Goods, fails to take delivery thereof, the risk of damage to the Goods shall pass to the Buyer at the moment when the Buyer should have taken delivery of the Goods.

VII. Use of the Goods and Defects of the Goods

1. The Buyer shall be obliged to use the Goods in accordance with their intended purpose and the applicable legal regulations.
2. The Seller hereby informs the Buyer of the storage conditions for the delivered Goods, which are as follows:
 - a) temperature in the storage area: 19–21 degrees Celsius;
 - b) relative humidity: 50–55%;
 - c) no direct exposure to sunlight.
3. The Seller shall not be liable for minor deviations of the Goods (such as dimensions, colour, printing, gluing, stitching, weight, composition, etc.) that do not have a material impact on the functional properties of the Goods.
4. The Buyer shall be entitled to assert claims arising from defects of the Goods that become apparent only after unpacking the Goods (complaints) without undue delay after their discovery, but no later than six (6) months from the date on which the Seller enables the Buyer to dispose of the Goods, in writing and accompanied by photographic documentation sent to the email address reklamacia@eco-pack.sk. Failing this, the Seller shall not be liable for any defects of the Goods. The Seller shall assess the validity of the complaint, provided that it has the opportunity to inspect at least 50% of the quantity of the Goods subject to

the complaint. In such cases, the Seller undertakes to commence the process of handling the complaint within three (3) Business Days from the assertion of the complaint.

5. If the Buyer fails to comply with the obligations set out in the preceding provisions of this Article, any rights arising from the Seller's liability for defects shall lapse.

VIII. Liability for Damage

1. The Seller and the Buyer shall be liable for any damage caused by a breach of their respective obligations.
2. The Seller shall be obliged to compensate the Buyer for damage only up to the amount of insurance indemnity under the insurance covering damage to the Goods. If the Seller does not have such insurance in place, the Seller shall be obliged to compensate the Buyer only for the actual damage incurred, while liability for indirect and/or consequential damages shall be excluded.
3. The Seller's liability for damage caused to the Buyer in connection with the delivery of the Goods shall be limited to the maximum amount of the Purchase Price of the Goods to which the damage relates.
4. No compensation shall be provided for damage exceeding the damage that the liable Party could have foreseen at the time of the establishment of the contractual relationship as a possible consequence of a breach of its obligation, or which could have been foreseen with regard to the facts that the liable Party knew or should have known at that time when exercising due care.

IX. Termination of the Contractual Relationship

1. The Purchase Agreement shall terminate on the date on which all rights, obligations and claims of the Parties arising therefrom have been settled. Prior to such date, the Purchase Agreement may be terminated by mutual agreement of the Parties or by withdrawal from the Purchase Agreement.
2. The Seller shall be entitled to withdraw from the Purchase Agreement if:
 - a) the Buyer is in default with the payment of the Purchase Price of the Goods, despite a written request from the Seller to remedy such default within a reasonable additional period;
 - b) an advance payment towards the Purchase Price has not been paid even within a reasonable additional period in accordance with these GTC;
 - c) after the conclusion of the Purchase Agreement, demonstrable circumstances arise on the part of the Buyer that cast doubt on its ability to duly and fully perform all its obligations, in particular with respect to the payment of the Purchase Price; in such case, the Seller shall be entitled to require immediate payment of the Purchase Price;
 - d) in other cases permitted by these GTC, the Purchase Agreement or generally binding legal regulations.
3. Withdrawal from the Purchase Agreement shall take effect upon delivery of the notice of withdrawal to the other Party. Upon withdrawal, the Purchase Agreement shall be deemed terminated from the outset. Withdrawal from the Purchase Agreement shall not affect any rights and obligations arising from a breach of the Purchase Agreement, in particular the right to claim damages, contractual penalties, loss of profit and similar claims.
4. If the Purchase Agreement is concluded for an indefinite period, either Party shall be entitled to terminate it by written notice delivered to the other Party. The notice period shall be two (2) months and shall commence on the first day of the calendar month following the delivery of the notice of termination to the other Party.

X. Final Provisions

1. These General Terms and Conditions shall be binding as of 1 February 2026.
2. The Seller shall be entitled to amend the content of these GTC, whereby such amendments shall become binding on the Buyer upon their publication on the Seller's website at www.eco-pack.sk.
3. During the term of the Purchase Agreement, the Buyer shall be obliged to notify the Seller without undue delay of any change in its business name, registered office/ seat, place of residence, Company Identification Number, bank details and any other particulars specified in the Purchase Agreement.
4. The Buyer shall be obliged to notify the Seller without undue delay of the filing of a petition for the declaration of bankruptcy against its assets, the commencement of restructuring or enforcement proceedings, as well as any decision on the dissolution of the company with liquidation.
5. The Buyer declares that it agrees that the Seller may enter into an agreement establishing a security interest (pledge) over the Seller's receivable against the Buyer arising from the Purchase Agreement or assign such receivable to any third party. The Buyer further undertakes to provide the Seller with all necessary cooperation in the establishment and enforcement of such security interest, confirms that it has no objections to the creation of such pledge over the receivables, and agrees that, without the Seller's prior consent, it shall not be entitled to set off its claims against such pledged receivables.
6. The Buyer shall not be entitled, without the prior written consent of the Seller, to assign or otherwise transfer to any third party any rights and/or obligations arising from the Purchase Agreement, these GTC or any other contractual relationship entered into with the Seller. Any breach of this obligation shall be deemed a material breach of the Purchase Agreement.
7. The Parties undertake to adhere in their business relations to the principles of responsible and sustainable business conduct, in particular in the areas of environmental protection, labour and social standards, and ethical business practices, to an extent appropriate to the nature of their activities and in accordance with the applicable legal regulations.
8. The Seller and the Buyer have agreed that any disputes concerning the interpretation of individual provisions of the relevant Purchase Agreement, these GTC, as well as any disputes arising from their mutual business relationship, shall be resolved primarily by mutual agreement.
9. The Parties have agreed that all disputes arising out of the Purchase Agreement, including disputes concerning its validity, interpretation or termination, shall be finally resolved by the Arbitration Court of the Slovak Chamber of Commerce and Industry in Bratislava in accordance with its internal rules. The Parties shall submit to the jurisdiction of such court. The decision of the arbitration court shall be final and binding on the Parties.
10. By signing the order, signing the Purchase Agreement or accepting the price offer, the Buyer confirms and declares that it has been duly acquainted with these GTC, has read and understood their contents, and agrees to be bound by them.
11. These GTC form an integral part of the relevant Purchase Agreement between the Seller and the Buyer.
12. These GTC shall enter into force and effect on February 1, 2026.

In Prešov on January 31, 2026

Eco-Pack a.s.
Walter Linkesch, Chairman of the Board of Directors