

1. General

(1) The companies of the Wienerberger Group in the Slovak Republic include the following entities:

- Wienerberger s.r.o., Company Identification Number: 31418821
- Semmelrock s. r. o., Company Identification Number: 35703601
- PIPELIFE SLOVAKIA, s.r.o., Company Identification Number: 34118071

(2) Orders issued by the companies of the Wienerberger economic group (hereinafter individually referred to as „Customer“ or collectively as „Customers“) for goods and services (hereinafter referred to as „Delivery Item“) as well as conclusion of contracts shall be concluded exclusively on the basis of these General Terms and Conditions of Purchase (hereinafter referred to as the “GTCP”) unless explicitly agreed otherwise in the order or the contract. Contradicting or deviating terms and conditions or other limitations on the part of the supplier shall not become part of the contract unless the Customer has expressly agreed to the same in writing on a case-by-case basis.

2. Offer

(1) Every supplier shall exactly comply with the request received from the Customer and in case of deviations shall expressly point out the same.

(2) Offers shall be made free of charge and shall not establish any obligations on the part of the Customer.

3. Orders

(1) Orders and modifications of orders shall be made in writing (which includes e-mail). The content of orders placed, and modifications of orders made orally or via phone shall only be binding if confirmed by the Customer in writing.

(2) Every order or modification of an order shall be acknowledged by the supplier in writing, and such acknowledgement shall be received by the Customer within three (3) calendar days. Upon expiration of the period the order shall be deemed accepted on the Customer's terms unless the supplier has rejected the order by written notification.

(3) Passing on orders to third parties in whole or in part shall be subject to the Customer's written consent. The supplier shall in any case be liable for deliveries and services of his sub-suppliers and shall be responsible for fulfilment of the same.

4. Product Requirements

(1) Delivery Item must exactly comply with the quality requirements, in particular with the requirements specifications. If and to the extent that an order contains no particular quality requirements, the Delivery Item shall at least be of a quality customary in trade and have the properties normally assumed and comply with the statutory and administrative provisions applicable at the place of destination, at the place of supplier's registered office and at the place of the Customer's registered office (in this order), such as, in particular, provisions on safety, employees' protection and accident prevention, as well as the applicable standards (Austrian Standards [Ö-Normen], German Industrial Standards [DIN] and in-house standards) and guidelines, observing the state of the art and the generally accepted rules of technology and all provisions based thereon. The standards and drawings stated in the orders refer to the issue last published and valid at the date of the order unless expressly stated otherwise in the order. All requirements of the Customer shall be requested by the supplier unless they have not been made available already.

(2) The supplier shall inform himself to a sufficient degree about use of the Delivery Item and the requirements resulting therefrom.

(3) If import or export permits or other official permits or approvals or consents of third parties are required for execution of the order, the supplier shall obtain the same on time.

(4) All relevant EU directives regarding CE labelling that are applicable to the product shall be observed and in cases where EU-law is not applicable also all other national and international legal norms to that end which are applicable. The respective declaration of conformity including the relevant documentation (in case of non-EU suppliers) shall be part of delivery.

(5) Upon the Customer's request, the supplier shall be obliged to send a certificate of preferential origin. Deliveries from non-EU countries shall be in compliance with preferential origin rules as provided in the relevant EU preference agreement.

(6) In addition, the supplier shall be obliged to enclose with the Delivery Item all documents, instructions, drawings, and other documentation necessary for use, setting-up, assembly, processing, storage, operation, maintenance, inspection, and repair of the Delivery Item, without request and completely. In addition, the supplier shall immediately advise the name of the relevant manufacturer, importer, or upstream supplier upon request.

(7) If in a plant of the Wienerberger Group in the Slovak Republic assemblies, maintenance work, inspections, repairs, etc. are carried out, the location-related safety guidelines for third-party companies that process orders within the plants of the Wienerberger Group shall apply. The supplier shall familiarize himself with these guidelines.

(8) The supplier shall provide all components and services for fulfillment of the requirements demanded by the Customer which are already included in the price, even if they are not explicitly stated in the order.

(9) If tests are planned for the Delivery Item, the supplier shall bear all related costs of material and of his staff. The supplier shall notify the Customer of readiness for testing in writing at least one week in advance and shall agree with him on a test date. If the Delivery Item is not presented at that date, the Customer's staff costs related to the test shall be borne by the supplier.

(10) If repeated or additional test are necessary because of identified defects, the supplier shall bear all related costs of material and staff.

(11) For materials verification of feedstock the supplier shall bear the costs of material and staff.

5. Provision of Materials, Instructions, Lists of Spare Parts, and Assemblies

(1) Exclusive title to tools, films, printing models and other facilities exclusively produced or obtained by the supplier for execution of the order shall pass to the Customer not later than upon payment, even if they remain in the possession of the supplier. Such items shall be delivered to the Customer upon request. If such transfer of ownership is prevented by binding legal regulations, the supplier shall grant the Customer an unlimited license to use, modify, distribute, etc. to the maximum extent permitted by the ownership right.

(2) All documents and facilities which are made available to the supplier by the Customer for the purpose of manufacturing the Delivery Item shall remain the property of the Customer and shall not be used, reproduced, or made available to third parties by the supplier for other purposes. Upon request they shall be surrendered to the Customer together with all copies and reproductions of the same.

(3) The supplier shall deliver lists of spare parts in the local language of the place of performance and at the Customer's request also in German and English not later than at the time of delivery. All this at the supplier's expense.

6. Special Provisions for Deliveries of Hardware and Software

(1) The supplier guarantees that delivered hardware and software contains no copy protections, expiration dates or similar restrictions of use and is free from rights of third parties. The delivery shall in any case contain a comprehensible and complete documentation in the local language of the place of performance of the delivery, if that is not possible it shall be in German or English.

(2) The supplier grants the Customer a transferable right to use and exploit the delivered software which shall be unlimited geographically and in time. The supplier shall be obliged to offer maintenance services for hardware and software and for spare parts for a period of seven (7) years as of performance in conformity with the contract and to inform the Customer of the most recent hardware and software released from time to time.

7. Pricing and Terms of Delivery

(1) Unless otherwise stated in the order, prices are considered DDP prices and include packaging, delivery to the place of performance, discharge, and transport insurance. Prices are fixed and do not include value added tax.

(2) The place of performance shall be the place of destination as per the order, if no place is indicated, the place of performance shall be the place of the Customer's registered office. However, the Customer shall be entitled, as an option, to take delivery also ex supplier's works, with transportation costs being deducted. If the Customer exercises such option, he shall timely notify the supplier thereof. In that event benefit and risk shall pass to the Customer upon delivery.

(3) If terms of delivery are stated in the order, they shall be interpreted in accordance with the INCOTERMS 2020. The supplier shall be obliged to send a dispatch advise to the relevant receiving department.

(4) The supplier shall pack, mark and dispatch dangerous products in accordance with applicable national and international provisions.

(5) The supplier shall take back reusable packaging that is customary in trade at his cost.

(6) The supplier shall be responsible for compliance with terms of delivery by his sub-suppliers, including carriers commissioned by him. All shipments which cannot be accepted due to non-compliance with these conditions shall be stored at the cost and risk of the supplier. The Customer shall be entitled to ascertain the contents and the condition of such shipments.

(7) If, during the period between order and delivery, the supplier reduces his prices and/or improves his terms, the prices, and terms applicable on the day of delivery shall apply. Price increases and excess deliveries shall be accepted only if the Customer has agreed in writing before receipt of the invoice. Otherwise, the invoice amount shall be reduced accordingly.

8. Delivery Notes and Invoices, Certificate of Origin

(1) A delivery note which shall bear the order number shall be enclosed with every delivery. In case of carriage by sea the shipping documents and invoices shall state the name of the shipping company and of the vessel.

(2) Invoices shall not be enclosed with the shipment. Invoices which do not state the order number may be rejected.

(3) Invoices shall correspond to the order as regards language, order of the text, items and prices. Extra services or shortfalls in services shall be stated separately in the invoice.

(4) In the event that invoices do not comply with paragraphs (2) and (3), the Customer may demand that a new proper invoice be sent to him. Until receipt of the proper invoice the invoice shall not become due.

(5) In case of deliveries within the EU, each invoice shall contain the Intrastat for transactions within EU and the Combined Nomenclature code for transactions outside the EU, as well as the net weight of the goods and the VAT identification numbers of the contracting parties.

9. Delivery Period and Default in Delivery

(1) If a delivery period has been agreed, such period shall commence on the date the order is placed (mailing date). Delivery dates or completion dates required by the Customer and/or agreed shall be fixed dates and mean that the Delivery Item must be available to the Customer at the delivery date stated and at the delivery address stated during normal local business hours.

(2) As soon as the supplier can anticipate that he will not be able to effect delivery on time, he shall give immediate written notice thereof to the Customer together with a statement of reasons and of the expected period of delay.

(3) If the agreed delivery period is not observed, irrespective of whether this is due to the supplier's fault or not, the supplier shall, in addition, be obliged to pay a contractual penalty of 0.3% of the total order value excluding VAT for each

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commenced week of the default, up to a maximum of 10% of the total order value excluding VAT. In addition, the Customer shall be entitled to rescind the contract in case of default in delivery, after having granted a reasonable grace period and notwithstanding any other statutory or contractual claims of his. Any other claims for damages shall not be affected thereby.

(4) In the event of early delivery, the Customer reserves the right to charge the supplier with resulting additional costs, such as costs of storage.

10. Payment and Prohibition to Assign

(1) The payment period shall commence on the agreed date, but not before receipt of the goods and the invoice, and after fulfillment of the requirements regarding CE labelling and the declaration of conformity pursuant to Clause 4 (4). If the date of receipt of the goods and the invoice and the date of fulfillment of the CE labelling differ, the payment period shall commence only from the date on which the last of these conditions has been fulfilled. In the event of complaints, the payment period shall not commence until they have been fully resolved. Unless agreed otherwise, the payment period shall be thirty (30) calendar days. The invoice shall be delivered to the Customer at the following address(es):

- Wienerberger s.r.o., Company Identification Number: 31418821, e-mail:

Wienerberger-3301@mail.de.readsoftonline.com

- Semmelrock s. r. o., Company Identification Number: 35703601, e-mail:

Wienerberger-3381@mail.de.readsoftonline.com

- PIPELIFE SLOVAKIA, s.r.o., Company Identification Number: 34118071, e-mail:

faktura@pipelife.com

(2) Assigning of invoice amounts shall only be possible upon the Customer's prior written consent.

(3) Payment shall not mean acceptance of proper delivery and, thus, no waiver of claims to which the Customer is entitled. At the same time, payment shall not mean acceptance of conditions and prices and shall not affect the supplier's warranty rights or other rights resulting from defectiveness of performance.

(4) In the event of default payment by the Customer, default interest of 0.05% of the amount due shall be charged for each day of default.

11. Acceptance and Warranty

(1) The goods shall be deemed accepted only if a subsequent inspection by the Customer reveals no quantitative discrepancies and/or defects, and the acceptance is confirmed in writing upon receipt and/or delivery of goods.

(2) The warranty period for movable items shall be two (2) years and shall commence on the day on which Delivery Item is finally accepted by the Customer. Final acceptance shall take place only if the requirements regarding CE labelling (if applicable, otherwise labelling in accordance with applicable national and international requirements) and the declaration of conformity pursuant to Clause 4 (4) have been fulfilled.

(3) The supplier warrants that the Delivery Item fulfills the quality requirements described in Clause 4 (1) of these GTC. In addition, the Delivery Item shall in all respects be in accordance with a sample provided (if available) and with any descriptions and shall be free from any third-party rights. The Delivery Item and its essential parts shall also comply with the public statements made by the supplier and the manufacturer, particularly those contained in brochures and product descriptions. This shall likewise apply to all members of the manufacturing or distribution chain, as well as to public statements made by any person who presents themselves as the manufacturer by indicating their name, trademark, or other distinctive mark. The supplier's warranty obligation shall also extend to parts manufactured by subcontractors.

(4) If the Delivery Item has one or more defects, the Customer may, at his discretion, demand repair of the defect, or delivery of a Delivery Item that is free of defects (subsequent performance), a reasonable reduction of the price, or termination of the contract. In all cases an out-of-court declaration of the Customer shall be sufficient. The right to claim price reduction or termination of the contract shall also exist if the Customer has demanded subsequent performance and the supplier refuses the same, does not affect the same within a reasonable period of time (not more than fourteen [14] days), if an attempt of subsequent performance fails or further measures to effect subsequent performance are unreasonable for the Customer. The right to terminate the contract shall not arise if termination would be disproportionate to the Supplier due to the exceptionally minor significance of the defect.

(5) All costs and risks of subsequent performance shall be borne by the supplier.

(6) The Customer shall notify the supplier of any apparent defects in the Delivery Item (notice of defects) without undue delay, but warranty claims and all other rights of the Customer arising from defects in the Delivery Item shall not be affected by acceptance of Delivery Item by the Customer nor in the event that notice of defect is not or not timely given.

(7) The Customer shall notify hidden defects without undue delay during the warranty period.

(8) If the defect was notified to the supplier within the warranty period, expiration of the period is suspended provided that the claims arising from such defectiveness are raised without undue delay. If the Delivery Item is totally replaced, the warranty period shall commence anew; in case of a partial replacement this shall only apply to the replaced parts.

(9) The Customer may repair a defect himself or may have it repaired by third parties and claim reimbursement of the necessary expenses after fruitless expiration of a reasonable period for subsequent performance. The Customer shall have this right also if subsequent performance failed or is unreasonable for the Customer for well-founded reasons lying in the person of the supplier; if the supplier seriously and finally refuses repair of the defect; if repair of the defect is not effected or cannot be effected at a date agreed in the contract or within a certain period; or if special circumstances exist which, when weighing the mutual

interest, justify immediate self-performance. The Customer may request from the supplier an advance payment for expenses necessarily to be incurred for the repair of the defect. The supplier's warranty for deliveries where defects that have occurred are repaired by the Customer or third parties shall continue to exist.

(10) If a defect is identified only in the course of processing the Delivery Item by the Customer, the Customer shall, as claim for damages, in any case also be entitled to reimbursement of the expenses incurred in connection with use of the defective material. The supplier shall fully indemnify and hold the Customer harmless from and against all warranty claims and/or claims for damages caused by the delivered goods.

(11) For the duration of the warranty period the Customer may retain ten percent (10%) of the total value as liability cover amount, which shall not bear interest.

(12) There shall be no security rights of third parties to the Delivery Item whatsoever at the time of acceptance by the Customer.

12. Liability for Damage Caused by Defects, Product Liability, and Insurance

(1) The supplier shall be liable without limitation for damage caused by a defect of the Delivery Item to other legally protected interests.

(2) Regarding the products delivered by the supplier which includes sub-products, the supplier undertakes to compensate the Customer for all damage under product liability and to indemnify and hold the Customer harmless from and against all product liability claims of third parties, including both physical injury and damage to property.

(3) If the supplier subsequently becomes aware of facts which might lead to product liability claims, the supplier shall be obliged to report the same immediately and to reimburse the Customer all expenses incurred by him and to compensate him for all damage suffered by him in connection with recalling of defective products and/or which third parties must be compensated for.

(4) If legal disputes should arise in product liability cases, the supplier shall hand over all expedient means of evidence to the Customer on time, use his best efforts to support the Customer and reimburse reasonable costs of such legal disputes.

(5) Any claims by the Supplier for reimbursement of costs or damages resulting from a delay (postponement) of delivery on the part of the Customer shall be excluded.

(6) For the rest, the statutory provisions on liability shall apply.

(7) The supplier shall take out sufficient liability insurance at his cost for damage caused by himself, his staff, or agents in connection with the Delivery Item. The amount of coverage per event of damage shall be evidenced to the Customer upon request.

(8) Liability of the Customer for loss or damage to machines, equipment, tools, etc. provided by the Customer to the supplier shall be excluded except in case of wilful intent or gross negligence.

13. Secrecy

(1) The supplier undertakes to maintain secrecy about information of which he obtains knowledge in connection with the order unless it is in the public domain or otherwise lawfully known to him. The supplier shall use data of which he has obtained knowledge exclusively for the purpose of processing the order. The supplier shall also maintain secrecy about drawings, samples, models, moulds and other production documents and aids handed over to him and of which the Customer may freely dispose, which shall remain physical and intellectual property of the Customer. The supplier shall protect all such information and documents against access by third parties and cause his staff dealing with the same to likewise maintain secrecy. The provisions on secrecy and data protection shall continue to apply after complete performance of the order and termination of all contractual relationships with the supplier.

(2) The supplier's data from the relevant transaction shall, in principle, only be processed automatically for purposes of completion of the contract, in particular for administrative and accounting purposes.

(3) However, the supplier agrees that data related to the order may be processed by the Customer and transmitted within the companies of the Wienerberger economic group.

(4) The supplier shall treat the enquiry and the order as confidential. The supplier shall be liable for all damage or loss suffered by the Customer from non-compliance with this obligation.

14. Advertising Material / Customer Reference

(1) The supplier shall only disclose information about the business relationship with the Customer in any context with the express written consent of the Customer.

15. Infringement of Industrial Property Rights

(1) The supplier shall be liable for any infringement of patents, licenses or third-party proprietary rights caused by delivery or use of the Delivery Items and shall bear all resulting costs and damages and shall fully indemnify and hold the Customer harmless.

16. Termination of Contract

(1) Notwithstanding any other rights of his, the Customer shall be entitled to terminate the contract with immediate effect, in particular if:

- insolvency proceedings have been initiated against Supplier's assets, or the initiation of such proceedings has been dismissed due to insufficient assets to cover costs and/or if composition proceedings have been permitted, or if a similar situation has occurred in another jurisdiction;
- circumstances exist that clearly make further proper performance of the order impossible.

(2) In the event of a justified rescission of the contract, the Customer may, at his discretion, either retain goods already delivered to him against payment of the pro-rata price or send them back at the supplier's cost. In the event of a rescission of the contract due to the supplier's fault the supplier shall also reimburse the Customer those additional costs which result from the fact that the order must be passed on to a third party, if applicable.

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17. Applicable Law, Partial Invalidity and Construction of Clauses

(1) These GTCP and all legal relationships between the Customer and the supplier shall be subject to Slovak law. The UN Convention on the International Sale of Goods and the conflict of laws rules of private international law shall be excluded.

(2) Should any provision of these General Terms and Conditions of Purchase be invalid or ineffective, the validity, effectiveness, and enforceability of the remaining provisions shall not be affected. In such a case, the GTCP shall be interpreted in accordance with the provision that most closely approximates the invalid or ineffective provision.

18. Legal Venue

(1) The legal venue for any disputes that cannot be resolved out of court despite maximum effort shall be the locally competent court of the Customer. In any case the Customer shall have the right to sue the supplier also at the place of the supplier's registered office.

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