

GENERAL TERMS AND CONDITIONS OF PURCHASE
of SPINEA, s.r.o.
valid as of 1st November 2023

SPINEA, s.r.o., with registered office at Ku Magašu 702/3, 080 01 Haniska, Slovak Republic, ID No.: 31 687 580, registered in the Commercial Register of the District Court Prešov, section: Sro, insert no.: 10314/P ("SPINEA"), issues the following General Terms and Conditions of Purchase ("GTCP"):

Article I
Introductory Provisions

1. The GTCP governs any and all deliveries of products ("Product") or works/services ("Services") delivered by the Supplier to SPINEA.
2. The GTCP form an inseparable part of framework contracts, one-time contracts for the supply of Products and/or Services and SPINEA orders for the purchase of Products and/or Services (any of them "Contract"). Individual provisions of the GTCP do not apply if the Contract or Agreement on Quality Assurance concluded between the Supplier and SPINEA regulates the relevant provisions differently, or if the Contract expressly excludes their application.
3. No alternative business terms of the Supplier or the industry, including, but not limited to, any additional or different terms and conditions of the Supplier that are stated in the quotation, order confirmation, invoice or other similar document of the Supplier, business terms of the Supplier on the website of the Supplier, etc., shall not apply unless expressly accepted in writing by SPINEA.
4. The Parties will be bound by the arrangement in the following order:
 - 4.1 Contract (including annexes, additions and amendments, with the exception of the GTCP);
 - 4.2 Agreement on Quality Assurance, if concluded between SPINEA and the Supplier;
 - 4.3 GTCP;
 - 4.4 Incoterms® 2020;
 - 4.5 the law of the Slovak Republic, regardless of its other conflict of laws principles, primarily Act no. 513/1991 Coll. Commercial Code as amended ("Commercial Code"). The application of the United Nations Convention on Contracts for the International Sale of Goods, negotiated in Vienna in 1980 ("CISG"), is hereby expressly excluded.
5. For the purposes of the GTCP, the terms below will have the following meaning:

"Supplier" – the party concluding the Contract with SPINEA;
"Party" - SPINEA or the Supplier, as the case may be;
"Parties" - SPINEA and the Supplier.

Article II
Contract

1. The Contract is considered concluded (a) by its signing (including an electronic signature) by SPINEA and the Supplier or by other written confirmation, or (b) by written confirmation of SPINEA's order by the Supplier, or (c) if the Supplier starts work on delivery, or delivers or performs any of the Products or any of the Services, or (d) if the Supplier accepts any part of the payment for the Products or Services.
2. If the Supplier provides SPINEA with a Product sample, the characteristics of the sample are considered guaranteed for any subsequent deliveries.
3. No amendment to the Contract or waiver of any right shall be binding upon SPINEA unless (a) it is clearly stated in writing that it is an amendment to the Contract or a waiver and (b) such document is signed by an authorized person acting on SPINEA's behalf. Any purported modification or waiver by verbal agreement or factual performance is void and of no effect.

Article III
Delivery of Products and Services, Packaging, Transportation, Changes

1. Product deliveries will be made at the delivery term specified in the Contract, or, if not specified, then at the delivery term DDP SPINEA, s.r.o., Haniska, Slovak Republic. Delivery terms are governed by Incoterms® 2020.
2. The risk of loss or damage to the Product and the ownership right to the Product passes to SPINEA at the moment of delivery of the Product in accordance with the agreed delivery term.
3. The Supplier shall deliver all Products and Services within the dates/periods specified in the Contract, or, if not specified, then in the dates/periods determined by SPINEA. Time is of the essence for the purpose of delivery of Products and Services. SPINEA has the right to reject any Products or Services that have not been delivered on time (whether early or late), and to return such Products and Services at the Supplier's risk and expense. The Supplier may not withhold delivery for any reason without the prior written consent of SPINEA. The delivery date is stated in the Contract, while SPINEA will take over the Product delivered by car only on working days between 7:00 a.m. and 2:00 p.m.
4. If the Supplier has reason to believe that the delivery of the Products or the provision of the Services will not be possible within the date/period set by the Contract, or if there has actually been a delay, either due to an event of force majeure or for any other reason, the Supplier shall immediately, but no later than within two (2) working days after the commencement of the cause, send to SPINEA a written notice indicating the cause and the expected duration of the delay. During the period of any delay, the Supplier shall, at its own expense, take all steps necessary or desirable to mitigate the effects of the delay on SPINEA and to minimize disruption of SPINEA's supplies, including treating SPINEA no less favorably than it would treat any other customer of the Supplier, if the Supplier is obliged to distribute Products or resources among its customers. If there is an anticipated or actual delay or threat of delay by the Supplier, whether due to an event of force majeure or for any other reason, SPINEA may, in addition to all other remedies available to it, take one or more of the following measures: (a) to instruct the Supplier to send the Products by an expedited method of transport, such as e.g. express air transportation, (b) procure replacement products pre-approved by SPINEA or services from other sources, and (c) cancel or reduce quantities under the Contract. SPINEA bears no responsibility towards the Supplier in connection with canceled or

reduced quantities. The Supplier shall be responsible for any additional costs and expenses incurred by SPINEA in connection with the implementation of such measures, including the costs of expedited shipping and increased costs of substitute performance, unless the Supplier's delay is due to an event of force majeure, in which case the Parties shall negotiate in good faith the allocation of such costs and expenses among themselves, provided that the Supplier otherwise fulfills its obligations under this clause.

5. For non-compliance with the delivery date, unless it is caused by an event of force majeure, SPINEA is entitled to charge the Supplier a contractual penalty in the amount of 0.03% of the purchase price of the delayed Product/Service for each day of delay for the first ten (10) calendar days of delay and 0, 05% of the purchase price of the delayed Product/Service for each additional day of delay. SPINEA is also entitled to compensation for damages caused by non-compliance with the delivery date in excess of the contractual penalty paid.
6. The Supplier shall deliver all Products and Services in the quantities and quality specified in the Contract, or, if the quantities or quality are not specified, then in the quantities and quality determined by SPINEA. The quantities specified in the framework contracts or frame (bulk) orders are only informative and do not constitute any commitment by SPINEA to purchase. Delivered quantities exceeding the ordered quantities may be returned at the Supplier's risk and expense.
7. The Supplier will properly package, label, ship and route the Products in accordance with the requirements set forth in the Contract and the requirements of the carriers as well as in accordance with all applicable regulations, or if there are no specified requirements, in accordance with the best business practices designed to prevent loss of or damage to Products due to weather, shipping, handling and other causes.
8. With each shipment of Products, the Supplier shall attach a packing list with SPINEA's complete order number, the date of shipment, a detailed list of contents using the classification identification of the Products required by SPINEA or the carrier, and such other items as SPINEA may require. Markings on each package and shipping document must be such that SPINEA can easily identify the Products. The quantity or weight determined by SPINEA upon receipt shall be final and decisive for any shipment. The Supplier shall promptly notify SPINEA of the shipment and shall be responsible for all delay charges and other expenses incurred as a result of the Supplier's failure to notify SPINEA of the shipment on the date of shipment.
9. The packaging of the Product must correspond to the properties and nature of the Product and the relevant safety and technical standards and other applicable legal regulations and must enable safe transportation, handling and storage of the Product. If the packaging of the Product does not meet the requirements for proper and safe transportation, handling and storage, SPINEA is entitled to return such Product to the Supplier, while all risks and costs associated with this are borne by the Supplier.
10. If the Supplier protects the delivered Product with a preservative, it is obliged to state the name of this preservative directly on the Product, if it is technically possible, otherwise on the Product packaging.
11. On the invoice and the delivery note, the Supplier shall state the type of packaging, distinguishing it as returnable or non-returnable. The returnable packaging will not be invoiced under the condition that SPINEA returns it to the Supplier within sixty (60) calendar days after receiving the Product. The price for non-returnable packaging, if necessary, will be agreed by the Parties before the shipment of the Product and forms a separate item on the invoice.
12. The Product will be marked with the drawing number or material code, if applicable, directly on the Product or on its packaging in an agreed or customary manner (e.g. metal tags, stamped numbers on non-functional surface).
13. The Supplier is obliged to hand over to SPINEA the delivery note and documents necessary for taking over and using the Product in the Slovak language no later than on the day of delivery of the Product. If the Product contains a chemical substance or mixture for which a material safety data sheet is required, or a polluting substance according to the valid Slovak Water Act, the Supplier is obliged to deliver to SPINEA a Material Safety Data Sheet (MSDS) drawn up in the Slovak language in sufficient time before the first delivery of such a Product. In the case of updating the MSDS, the Supplier is obliged to deliver the MSDS in its revised form to SPINEA within five (5) working days of its update for each substance or mixture supplied to SPINEA in the past twelve (12) months. The delivery is considered fulfilled only after the quantity and quality of the Product and the completeness of the accompanying documents have been verified.
14. All drawings and technical descriptions (hereinafter referred to as "technical documents") made or delivered by the Supplier shall become the property of SPINEA. The Supplier hereby grants SPINEA a time-unlimited, unconditional and royalty-free right to use the technical documents in any way that SPINEA deems appropriate for the repair, maintenance and upgrade of the Product, including the right to provide them to a third party for these purposes, without any copyright, trade secrets or other proprietary rights. All other rights arising from or in connection with industrial or other intellectual property are and shall remain exclusively with the Supplier.
15. All technical documents of SPINEA as well as documents of a non-technical nature that are made available to the Supplier remain the exclusive property of SPINEA and may not be used by the Supplier for purposes other than the performance of the Contract, reproduced or transferred to a third party without SPINEA's prior written consent; the Supplier is obliged to return the technical documents (including copies made) to SPINEA without unnecessary delay after the purpose has been fulfilled.
16. None of the Parties is responsible for damage caused by delay or complete or partial non-fulfillment of its obligations arising from the Contract to the extent that its fulfillment was prevented, there was a delay in fulfillment or fulfillment was hindered as a result of an event of an exceptional nature, beyond the reasonable control of the concerned Party, which could not reasonably have been foreseen or prevented, including but not limited to events such as: natural disasters, wars, military operations of various kinds, riots, civil disturbances, sabotage, revolutions, acts of piracy, explosions, fires, floods, epidemics, pandemics, general strikes, lockouts, official interventions of a legal or illegal nature, embargoes or other forms of international sanctions, or other circumstances occurring independently of the will of the Party, beyond the control of the Party, which could not have been prevented, or which could not have been averted or overcome ("Force Majeure Event"). For the avoidance of doubt, a Force Majeure Event does not include labor problems (such as lockouts, strikes and slowdowns at the Supplier and sub-suppliers) or the failure or inability to obtain materials, utilities, labor, equipment or transportation. A Party that cannot fulfill its obligations due to a Force Majeure Event is obliged to inform the other Party in writing without undue delay, no later than within ten (10) calendar days of the occurrence/termination of this fact. The Party that invokes Force Majeure Event has the obligation to prove its existence. In the event that Force Majeure Event lasts longer than thirty (30) calendar days, any Party is entitled to withdraw from the Contract. The effects of withdrawal occur at the moment of delivery of withdrawal notice to the other Party. The commencement and termination of Force Majeure Event must be confirmed by the Chamber of Commerce of the state where such an event occurs. Force Majeure Events, which are not usually confirmed by the Chamber of Commerce, must be proven in another credible way.

17. SPINEA may require the Supplier to make changes in the specifications, design, quantities and delivery schedules of the Products, in the description, specifications, quantity and schedule of the Services and other requirements under the Contract. The Supplier shall promptly implement such changes. The Supplier shall present its possible claim to a fair adjustment of the price or delivery schedule resulting from such changes in writing to SPINEA within five (5) working days of receipt of SPINEA's instructions to implement the changes, otherwise the Supplier shall be deemed to have waived such claim and SPINEA shall have no liability in connection with such claim. SPINEA will fairly determine any price or delivery schedule adjustment resulting from such changes. In order to assist SPINEA in determining any equitable adjustment to prices or delivery schedules, the Supplier shall promptly provide SPINEA, upon SPINEA's request, with additional information, including documentation of changes in Supplier's manufacturing costs and the time to implement such changes. SPINEA and the Supplier will negotiate in good faith to resolve any dispute regarding the modification, but during and after the resolution process, the Supplier will continue to properly perform the Contract, including the manufacture and delivery of the Products, the provision of the Services and the prompt implementation of the requested changes.

Article IV

Price and Payment Terms

1. Prices for Products and Services are stated in the Contract, based on the agreed delivery term. The price so determined, with the exception of Article IV, point 2, is the only amount that SPINEA shall pay to the Supplier for the proper and timely delivery of Products or Services, whereby the Supplier shall be solely responsible for any and all of its costs and payment amounts not specified in the Contract. No price increases or surcharges shall be effective without the prior written consent of SPINEA.
2. The price includes all applicable taxes of any nature, except value added tax (VAT), if applicable and not part of the price stated in the Contract.
3. The Supplier issues an invoice for the delivery of Products or Services first on the day of delivery of the Products in accordance with the agreed delivery term or on the day of handover of completed Services.
4. The Supplier delivers the invoice to SPINEA electronically to the e-mail address efaktury@spinea.sk, no later than the third (3rd) working day of the calendar month following the day of delivery of the Products or Services. SPINEA hereby expressly agrees that the Supplier may deliver the invoice electronically. If the Supplier requires electronic data exchange, this can only be carried out on the basis of a separate written agreement between the Parties.
5. Each invoice must contain (i) mandatory details in terms of the applicable VAT legislation, (ii) number of the Contract or order of SPINEA, (iii) number of the delivery note, if it is an invoice for the delivery of Products and (iv) it must include all necessary or required documents (e.g. delivery note or waybills, reports on the handover of Services). In the event that the invoice does not contain the specified details or is factually incorrect, SPINEA is entitled to return the invoice without payment to the Supplier for addition and revision. The new due date begins on the day the invoice is delivered without defects.
6. Any invoice/bill intended for payment by SPINEA to the Supplier is due within the due date specified in the Contract. If the due date is not specified in the Contract, the invoice/bill is due within forty-five (45) calendar days from the date of its delivery to SPINEA.
7. The date of payment is considered to be the day of debiting the owed amount from SPINEA's bank account. If, in relation to the bank that is decisive for the day of payment, the invoice due date falls on a Saturday, a non-working day or a free bank day, the invoice due date is the next working (banking) day of the given bank.
8. All bank charges and fees of correspondent banks and the Supplier's bank are paid by the Supplier.
9. If SPINEA detects quality defects in the Products or Services before the invoice is due and notifies the Supplier in writing (claim of defects), it is entitled to reimburse the Supplier only for a part of the Products or Services taken over without defects. A rightfully withheld price is not considered a delay by SPINEA with the payment of the invoice.
10. In case of delay by SPINEA with the payment of the invoice, the Supplier has the right to charge SPINEA interest on the delay in the amount of 0.03% of the amount due for each day of delay. If, at the time of SPINEA's delay, the statutory interest on delay determined according to § 369 par. 2 of the Act of the Slovak Republic no. 513/1991 Coll. Commercial Code, as amended, is lower than the contractual interest for late payment calculated according to the previous sentence of this point, the legal interest for late payment is applied instead of the contractual interest. Interest on late payment is payable within forty-five (45) calendar days from the date of delivery of the interest bill to SPINEA.
11. The Supplier undertakes not to transfer receivables arising from the Contract to a third party without the prior written consent of SPINEA. Any such assignment without prior written consent or contrary to consent is void.
12. SPINEA has the right to unilaterally offset any of its undisputed receivables against the Supplier, regardless of their legal title, even before their due date, against the Supplier's receivables.
13. The Supplier issues an invoice containing VAT only on the assumption that it is a VAT payer at the time of the tax liability. During the term of the contractual relationship, the Supplier undertakes to notify SPINEA in writing of the date of cancellation of registration as a VAT payer or of any change in registration without delay. If the Supplier issues an invoice containing VAT at a time when it is not the payer of it, or if it incorrectly states its tax representative's VAT number and subsequently the tax administrator of SPINEA collects additional VAT and levies a penalty from the illegally deducted VAT, the Supplier undertakes to pay the additional VAT as well as the levied penalty in the form of damages to SPINEA in full within ten (10) calendar days from receipt of its invoice.
14. If the Supplier is published on the website of the Financial Directorate in the List of value added tax payers for whom reasons for cancellation of registration have arisen, SPINEA is entitled to withhold an amount corresponding to the value of VAT from all invoiced services and from all provided advance payments (advances) with the date of origination tax liability as of the date of publication of the Supplier in this list, as well as after this date, but no later than the date of deletion of the Supplier from the list. The amount of VAT withheld in this way will be paid to the Supplier by debiting it from the SPINEA account no later than (i) the second working day after the delivery of a written confirmation from the Supplier's local competent tax administrator (tax office) confirming that for the taxation period in which the Supplier incurred VAT tax liability for supplies made in favor of SPINEA, the Supplier submitted a VAT return and this VAT liability was paid by it, and at the same time proves that the relevant invoices issued to SPINEA are included in the paid VAT, or (ii) on the due date of the relevant invoice, whichever occurs later. Withholding the payment of the amount corresponding to the value of VAT in the sense of the above is not considered a delay by SPINEA in paying the invoice.
15. If SPINEA, as a result of legal liability for VAT, pays VAT on behalf of the Supplier on the basis of the tax administrator's decision, it will invoice the thus paid VAT, including accessories, to the Supplier as a damage compensation.

Article V

Property of SPINEA

1. "SPINEA Property" includes any tools, gauging, equipment, patterns, SPINEA Material or other property that SPINEA directly or indirectly furnishes to or purchases from the Supplier, or for which SPINEA directly or indirectly gives reimbursement to the Supplier. "SPINEA Material" means any raw materials, components, supplies or other materials provided by SPINEA to be used by the Supplier in manufacturing the Products or performing the Services.
2. SPINEA Property is and will remain the property of SPINEA, and will be in the possession of the Supplier for the specified purpose of use and for the duration of the purpose on a bailment basis. The Supplier waives any pledge, lien or other right it might otherwise have with respect to any item of SPINEA Property, for work performed on or utilizing such property or otherwise.
3. While SPINEA Property is in the Supplier's possession or control (including while in possession of the Supplier's agent and sub-contractors), the Supplier bears the risk of loss, theft, damage and destruction to SPINEA Property and will be responsible for the cost of repairing or replacing any lost, stolen, damaged or destroyed SPINEA Property. The Supplier shall maintain sufficient insurance to cover such risks. Without limiting the generality of the foregoing, the Supplier shall replace, by purchasing from SPINEA at SPINEA's current prices, any SPINEA Material lost or damaged as a result of deterioration, breakage, mishandling by the Supplier or for any other reason.
4. The Supplier will use SPINEA Property only for the purpose of fulfilling its obligations arising from the Contract and in accordance with SPINEA's instructions. The Supplier shall not sell or offer for sale to any third party any products made from or made using the SPINEA Property, except with SPINEA's prior written consent.
5. The Supplier will regularly check the SPINEA Property and keep it in good and operable condition or serviceable condition at its own expense and will mark the SPINEA Property as the property of SPINEA. Without SPINEA's prior written consent, the Supplier shall not (a) mix SPINEA Property with the property of the Supplier or any third party, (b) relocate SPINEA Property from the Supplier's facility to which SPINEA Property was originally delivered, or provide SPINEA Property to any third party, (c) sell, lend, lease, encumber, transfer or otherwise dispose of the SPINEA Property, (d) enforce or enable any third party to exercise any lien or other claim on the SPINEA Property, or (e) regard the SPINEA Property or allow the SPINEA Property to be regarded as real property or fixtures.
6. SPINEA makes no express or implied warranty or representation as to the fitness (generally or for any particular purpose), condition, merchantability, design or operation of any item of the SPINEA Property. SPINEA will not be liable to the Supplier for any loss, damage, injury or expense of any kind or nature caused directly or indirectly by the SPINEA Property or the use of the SPINEA Property.
7. Upon SPINEA's request, the Supplier shall promptly release or deliver the SPINEA Property to SPINEA at no charge, failing which SPINEA may enter Supplier's premises upon reasonable notice and take possession of the SPINEA Property.

Article VI

Quality

1. The Supplier shall support continuous quality improvement and shall comply with SPINEA's required quality control standards for the processes of manufacturing, packaging and transporting the Products and providing the Services.
2. The Supplier may not, in fulfilling its obligations under the Contract, without the written consent of SPINEA (a) change the method or place of production of any Products or the provision of any Services, (b) replace the SPINEA Material with material from any other source or change the physical or chemical properties of the SPINEA Material, with except in accordance with SPINEA's applicable specifications, or (c) otherwise change the materials, processes or subcontractors used in the manufacture of any Products or the provision of any Services.
3. The Supplier shall not subcontract its obligations arising under the Contract, unless SPINEA has given prior written consent to such subcontracting. In any event, the Supplier will continue to be responsible for all obligations arising from the Contract.
4. While performing any Services at SPINEA's facilities, the Supplier shall comply with the generally binding legal regulations and the rules and principles of SPINEA with which it will be acquainted, including all rules and principles relating to safety and health at work, fire protection, protection of life environment and property protection of SPINEA.

Article VII

The right to Inspect and Audit

1. The Supplier shall permit SPINEA and its agents, consultants and customers to enter Supplier's facilities at a reasonable time to inspect operations, SPINEA Property and relevant Supplier records, and to inspect and test any Product, inventory, work-in-progress, materials, machinery, equipment, tools, fixtures, gauges and other items and processes related to the performance of the Contract by the Supplier. The Supplier will cooperate with any such inspection. No such inspection shall constitute acceptance by SPINEA of any work-in-progress or finished Product.
2. The Supplier shall permit SPINEA and its representatives and consultants to enter the Supplier's facilities at a reasonable time to audit and review all relevant books, records, financial statements, relevant time and material data, receipts and other related data, regulations and procedures in order to (a) assessed the Supplier's continuing ability to fulfill its obligations under the Contract and (b) justified all fees and other matters under the Contract. The Supplier shall retain all such documents for a period of three (3) years from the last payment under the Contract and shall cooperate with any such audit or review.
3. Such inspections and audits shall be carried out at SPINEA's expense, unless SPINEA detects material non-conformities on the side of the Supplier, in which case the Supplier shall reimburse SPINEA for the costs and expenses incurred in connection with this and any further inspection, in addition to full rectification of the non-conformity.

Article VIII

Warranties, the Process of Claiming Defects in the Product and Services

1. The Supplier is responsible and warrants that the Products and their components will (a) conform quantitatively and qualitatively to the conditions stipulated in the Contract, including the current version of the drawings provided or approved by SPINEA, (b) meet the technical specifications and requirements according to the Contract or declared by the Supplier and perform in accordance therewith, (c) be of new manufacture, (d) be free from defects in design, workmanship and material, (e) be of merchantable quality, (d) fit for intended purposes, (f) comply with all applicable laws, regulations and standards and (g) be without legal defects, unencumbered by the rights of third parties.
2. The Supplier is responsible and warrants that the Services will (a) correspond to the specifications and requirements set out in the Contract, (b) be of the highest quality, (c) will be provided according to the highest professional and work standards and in accordance with the applicable legal regulations and standards and the outputs of the Services provided to SPINEA will be free of legal defects, unencumbered by the rights of third parties.
3. With respect to the software included in the Products or Services, the Supplier warrants and guarantees that such software will not contain any software intentionally designed to disrupt, slow down, disable, damage or otherwise impede operation.
4. The Supplier provides a warranty for the delivered Products and Services for the warranty period specified in the Contract, or, if not specified in the Contract, for a warranty period of two (2) years from the date of delivery of the Products or Services. If the Supplier states a longer warranty period for the Products or Service in the offer, warranty letter or other document, such longer warranty period shall apply instead of the warranty period according to the first sentence of this point.
5. SPINEA may or may not inspect the Products immediately upon delivery and the Services upon completion. Provisions § 427 and § 428 of the Commercial Code of the Slovak Republic shall not apply.
6. None of the following shall constitute acceptance of defective Products or Services by SPINEA, limit or otherwise impair SPINEA's right to exercise any of its rights and remedies under the Contract or the law, nor relieve the Supplier of its obligations (including warranty obligations) under the Contract: (a) SPINEA's inspection or failure to inspect Products or Services, (b) SPINEA's failure to reject defective Products or Services upon receipt, and (c) SPINEA's payment or use of Products or Services.
7. If SPINEA complains about a Product or Service defect detected before the warranty period expires, the Supplier is obliged to (a) start analyzing the claimed Product or Service defect immediately, (b) confirm the delivery of the complaint in writing and provide SPINEA with a preliminary opinion on the complaint within two (2) working days after delivery of the complaint and (c) resolve the complaint within fifteen (15) calendar days from the date of receipt of the complaint, unless the Parties, acting reasonably with regard to the nature of the defect or the method of its removal, agree otherwise.
8. If SPINEA reasonably suspects non-conformance of the delivered Products and the Products are needed for urgent production, the Supplier shall, upon request by SPINEA, immediately send a rapid inspection team to the place where the Products are stored to inspect the Products, verify the non-conformity, or procure the services of a third party inspection service to perform such inspection to verify the non-conformance, with the cost of such service to be borne by the Supplier.
9. In the case of defects in Products or Services, SPINEA has, at its own discretion, one or more of the following claims: (a) the right to repair, replace or re-perform the defective Product or Service, (b) acceptance of the defective Product or Service with the simultaneous right to a discount from the price with the issuance of a credit note (or, if the Supplier does not do so, bill the Supplier for the same amount) in the amount agreed between the Parties and (c) withdrawal from the Contract or part thereof with the right to an immediate refund of the corresponding part of the price paid. At the same time, the Supplier shall reimburse SPINEA without delay upon request for all damages incurred by it through the use of or in connection with the defective Product or Service, in particular, but not limited to, the costs of inspection, sorting, testing, reworking, replacement, return, storage or disposal of defective Products. The Supplier is obliged to resolve the complaint in the manner specified by SPINEA.
10. SPINEA is entitled to ask the Supplier to determine how SPINEA should deal with defective Products. If the Supplier does not inform SPINEA in writing within two (2) working days of the request, of the manner in which the Supplier wishes SPINEA to dispose of the defective Products, SPINEA may dispose of the defective Products in any manner it deems appropriate, without liability to the Supplier, including sending defective Products back to the Supplier at the Supplier's expense. The Supplier bears all risks of loss and damage to defective Products.
11. If the Supplier does not remove the defects without undue delay or if it does not remove them completely, SPINEA is entitled, at its own discretion, to (i) withdraw from the Contract, (ii) demand a price reduction, or (iii) at the Supplier's expense remove the defects itself or have them removed, without waiving its rights arising from the warranty for the Product. SPINEA will invoice the Supplier for the costs incurred in this way, and the Supplier undertakes to reimburse SPINEA for these costs in full within ten (10) calendar days of receipt of the invoice.
12. If SPINEA detects the repeated occurrence of the same or similar defect, or the occurrence of a defect pointing to system deficiencies at the Supplier, it has the right to suspend any and all further deliveries of Products from the Supplier or the provision of Services by the Supplier on the basis of concluded, but not yet fulfilled Contracts, until the Supplier implements corrective measures that SPINEA considers necessary and adequate to prevent the occurrence of defects, or (b) withdraw from any and all concluded Contracts. SPINEA has the right to take measures according to the previous sentence without any claim of the Supplier for compensation and without such actions being considered delays by SPINEA.
13. In the case of a justified complaint, SPINEA is also entitled to a flat-rate fee for processing the complaint in the amount of EUR 100 (in words: one hundred euros).
14. The Supplier's representations and warranties and all related remedies are also agreed upon for the benefit of and will be enforceable by SPINEA's legal successors, assigns and customers.

Article IX

Intellectual Property

1. The Supplier represents and warrants that the Products and Services and the manufacture, sale, use and provision of the Products and Services do not and will not infringe any trade secrets, patents, trademarks, copyrights, design, other intellectual property rights or any other right of any third party. The Supplier further represents and warrants that it has not received any notice from a third party that

- any of the Products or Services or the manufacture, sale, use or provision thereof anywhere in the world violates or infringes or would violate or infringe the trade secrets or intellectual property or other rights of another. The Supplier is responsible for the payment of any fees, royalties and other charges necessary to maintain the rights required to fulfill these warranties.
2. If a third party interferes with SPINEA's use of any Products or Services due to infringement of its rights, then the Supplier shall, among other obligations, (a) obtain all licenses necessary for SPINEA to continue using or receiving the Products or Services, or (b) replace or modify the Products or Services as necessary to permit SPINEA to continue to use or receive them without infringing the rights of third parties.
 3. Nothing in the Contract is intended or may be construed as granting or assigning any license or other right to the Supplier of any of SPINEA's (or any of its affiliates') trade secrets or intellectual property or other rights.
 4. All deliverables and works of authorship created during the performance of the Contract constitute works made for hire and will be the sole and exclusive property of SPINEA. To the extent that such works do not qualify under applicable law as works made for hire, the Supplier hereby assigns and agrees to assign to SPINEA all of its worldwide rights and title to, and interest in, any such deliveries and intellectual property rights in such works of authorship to the maximum extent permitted by law. If such assignment is not permitted under any applicable law, the Supplier hereby grants SPINEA a worldwide, irrevocable, perpetual, royalty-free, transferable, sublicensable license to any use of such Products or works of authorship. The Supplier further grants to SPINEA a worldwide, irrevocable, perpetual, royalty-free, transferable, sublicensable license to any intellectual property rights in the Products arising outside the scope of the Contract but necessary for SPINEA to exercise its rights in the deliverables as reasonably contemplated by the Contract.
 5. All improvements and developments related to the Products or Services resulting from the efforts of SPINEA or both SPINEA and the Supplier under or in connection with the performance of the Contract will be owned exclusively by SPINEA and the Supplier shall reasonably cooperate with SPINEA in confirming such result.

Article X

Indemnification

1. The Supplier shall indemnify, defend and hold harmless SPINEA and its affiliates and their respective directors, officers, employees, agents, representatives and customers against all claims, judgments, decrees, liabilities, damages, losses, costs and expenses (including actual attorneys' and consultants' fees) that arise out of or in connection with (a) any act or omission of the Supplier or its employees, subcontractors, agents or representatives, (b) the performance of any Service or work by the Supplier or its employees, subcontractors, agents or representatives, or through their presence on the premises of SPINEA or SPINEA customers, (c) the use of SPINEA's or SPINEA customer's property by the Supplier, (d) any breach by the Supplier of its representations, warranties or obligations under the Contract, (e) any alleged or actual infringement of trade secrets or intellectual property or other rights of third parties, (f) equipment, materials, Products or Services supplied by the Supplier, or (g) any Product information, operating instructions, safety information or other information or materials relating to the Products created by the Supplier or provided by the Supplier to SPINEA or the purchaser or user of the Products. This section applies to, among other things, claims for personal injury to or death of persons (including employees of the Supplier, SPINEA or third parties) or damage to any property (including the property of the Supplier, SPINEA or third parties), and regardless of whether the claims arise under tort, negligence, contract, warranty, strict liability or any other legal theory.
2. The Supplier intends that its indemnification obligations for claims related to or brought by anyone directly or indirectly employed by the Supplier or its subcontractor shall not be limited by any provision of law (e.g., Workers' Compensation Act, Disability Benefits Act, other employee benefits law) and the Supplier hereby waives immunity under such acts to the extent that they would bar recovery under or full enforcement of Supplier's indemnification obligations.

Article XI

Insurance

1. The Supplier shall carry the following insurances at its own cost, with no less than the limits indicated, to cover all of the Supplier's operations: (a) mandatory workers compensation insurance paid by the employer for all of its employees to the full extent required by law; (b) primary comprehensive general liability insurance, including insurance for damage caused by the Product to a combined limit of EUR 1,000,000.00 for claims for bodily injury and property damage claims arising out of any one occurrence; (c) primary automobile liability insurance to a combined single limit of EUR 1,000,000.00 for bodily injury and property damage claims arising out of any one accident; (d) umbrella or excess liability insurance up to a combined single limit of at least EUR 2,000,000.00 in the aggregate in excess of the primary general liability and primary automobile liability insurance coverage indicated above; (e) for providers of consulting and engineering services - errors and omissions insurance to a combined single limit of EUR 1,000,000.00 and (f) any other insurance required by law, reasonably requested by SPINEA or customary for a supplier in the Supplier's position. The insurance coverage required in this article must be obtained from a reputable insurer. Insurance contracts must list SPINEA as an additional insured entity. Upon SPINEA's request, the Supplier shall furnish insurance certificates issued by an insurer evidencing compliance with these requirements, specifying types of coverage, the policy numbers, expiration dates, and a statement that the policies will not be canceled or altered without SPINEA receiving at least thirty (30) calendar days prior notice. If the Supplier does not maintain the required insurance, SPINEA may, at its option, procure the insurance for the Supplier and charge the Supplier for the costs. The furnishing of insurance certificates and the purchase of insurance does not limit or release the Supplier from its obligations and liabilities under the Contract.
2. If any work is assigned by the Supplier to a subcontractor in accordance with the Contract, the Supplier will require insurance from this subcontractor at least to the extent specified in point 1 of this article.

Article XII

Confidentiality

1. "Confidential Information" means confidential information of SPINEA and its affiliates concerning the Contract, Products, Services or business of SPINEA and its affiliates, that the Supplier comes to know through disclosure by SPINEA or otherwise. Confidential Information includes data, designs, drawings, specifications, know-how, trade secrets, terms of any purchase order and other confidential technical or business information.
2. The Supplier (a) shall not disclose the Confidential Information to any third party, except for those of its employees who have a need to know in order for the Supplier to fulfill its obligations under the Contract and who have undertaken obligations of confidentiality and non-use the Confidential Information no less protective than those binding on the Supplier under the Contract, (b) shall protect the Confidential Information with the same degree of care that it uses to protect its own confidential information of a similar nature (but not less than reasonable care), (c) shall not use the Confidential Information for any purpose other than to fulfill its obligations under the Contract and (d) shall return or destroy and certify destruction of all Confidential Information at SPINEA's request.
3. If any work is subcontracted by the Supplier in accordance with the Contract, the Supplier shall require a similar confidentiality agreement from such subcontractors, but shall remain responsible for any breach by such subcontractors.

Article XIII

Termination of the Contract

1. SPINEA may terminate the Contract, in whole or in part, without liability to the Supplier, by written withdrawal notice delivered to the Supplier, if:
 - a) the Supplier refuses or materially violates its contractual or legal obligation;
 - b) the Supplier refuses, violates or threatens to violate its contractual or legal obligation in a less material way and does not make corrections or does not provide security for its proper future performance within a reasonable period of time set in writing by SPINEA;
 - c) the Supplier sells or offers for sale a substantial part of its assets;
 - d) there is a change in control of the Supplier;
 - e) the Supplier becomes the subject of execution proceedings for a substantial part of its assets or the subject of bankruptcy proceedings, restructuring, forced administration, liquidation, cancellation or other similar proceedings; or
 - f) the Supplier leaves all or a substantial part of its assets to creditors or state authorities.The Supplier shall reimburse SPINEA for all costs and damages incurred by SPINEA in connection with any of the foregoing whether or not the Contract is terminated, as well as in connection with any termination, including all attorneys' fees.
2. In the event of a termination of the Contract pursuant to Article XIII, point 1 above, unless prohibited by applicable laws, the Supplier shall permit SPINEA, at SPINEA's option, to take ownership and possession to all or part of the Supplier's tooling, jigs, dies, gauges, molds, patterns and other equipment that are specially designed or outfitted to supply Products or Services to SPINEA. If SPINEA exercises this option, SPINEA shall, within forty-five (45) calendar days after delivery of such equipment to SPINEA, pay to the Supplier the lower of (i) the net book value (i.e., actual cost less depreciation) or (ii) the then current fair market value of such equipment.
3. The Supplier has the right to withdraw from the Contract if SPINEA materially breaches the Contract, the Supplier notifies SPINEA in writing of such breach and SPINEA fails to remedy such breach within a reasonable time (but in no case less than sixty (60) calendar days) after receiving such written notification.
4. SPINEA has the right to withdraw from the Contract, in whole or in part, even without giving a reason, by written notice delivered to the Supplier. If SPINEA withdraws from the Contract according to this point, the withdrawal is effective on the day of delivery of the notice of withdrawal to the Supplier and the exclusive obligation of SPINEA will be to pay the Supplier:
 - a) Products or Services actually sent or performed and received by SPINEA before the withdrawal from the Contract becomes effective and
 - b) actual proven costs that the Supplier will incur until the withdrawal from the Contract becomes effective in connection with the ongoing production of Products or the development of Services, and only in the case of Products or Services specially manufactured or modified for SPINEA, and not the Supplier's standard products. SPINEA will pay the costs referred to in clause b) only to the extent that those costs are reasonable and properly attributable to the terminated part of the Contract and after deducting the reasonable value or cost (whichever is greater) of any usable or salable Product or materials by the Supplier with the written consent of SPINEA. SPINEA's obligation to pay compensation to the Supplier according to this point 4) shall not exceed the price according to the terminated Contract (or its terminated part). All claims of the Supplier for payment of costs according to this letter b) must be submitted to SPINEA in writing within thirty (30) calendar days from the effective date of withdrawal from the Contract, with sufficient supporting data to enable an audit by SPINEA. Failure to submit the Supplier's claims within such thirty (30) day period shall mean that the Supplier waives all claims for compensation. The Supplier shall then promptly provide any additional and supporting information requested by SPINEA.
5. SPINEA shall not be liable and the Supplier agrees not to claim for (a) consequential, incidental, indirect, special and punitive damages, (b) download costs, line shutdown costs, lost or anticipated profits or revenue or capital costs, (c) finished Products, work-in-progress or materials that the Supplier manufactures or procures in quantities that exceed the quantities approved by SPINEA in the Contracts, (d) Products or materials that the Supplier has in stock or that are readily marketable, (e) claims of the Supplier's suppliers or other third parties for damages or penalties and (f) all other losses, damages, liabilities, costs and expenses that are not expressly mentioned in Article XIII, point 4 of these GTCP.
6. SPINEA may temporarily suspend or postpone the performance of the Contract, in whole or in part, by written notice to the Supplier, if it is affected by delay, cancellation or other events beyond its reasonable control, including, but not limited to, force majeure. Such suspension or postponement shall not be considered a delay by SPINEA and the Supplier shall not have any right to compensation against SPINEA as such.

Article XIV Compliance with regulations

1. In fulfilling its obligations under the Contract, the Supplier shall comply with all relevant legal regulations, including foreign legal regulations (e.g. the US Foreign Corrupt Practices Act or the UK Anti-Bribery Act) prohibiting bribery in business transactions and the provision of bribes to government officials. All applicable contractual clauses required by any applicable law are incorporated herein by reference and made a part hereof.

Product Safety, REACH, RoHS

2. Upon SPINEA's request, the Supplier shall promptly provide information regarding the dangerous, toxic or other content or nature of the Products or Services. Prior to and with the shipment of the Products, the Supplier shall provide SPINEA and all carriers with sufficient written warning and notice (including appropriate labels on the Products and packaging) of any hazardous material that is an ingredient or part of the Product together with any special handling instructions, safety precautions and preventive measures necessary to comply with legal regulations or to prevent damage to health and property.
3. Without limiting the above, the Supplier shall ensure that the supplies meet the requirements of the REACH Regulation (Regulation (EC) No. 1907/2006 on the Registration, Evaluation, Authorization and Restriction of Chemicals as amended) and the CLP Regulation (Regulation of the European Parliament and of the Council (EC) No. 1272/2008 of December 16, 2008 on Classification, Labeling and Packaging of Substances and Mixtures as amended). In particular, the Supplier shall ensure that the substances contained in the Products, if required under the terms of the REACH legislation, are registered as specified in the REACH Regulation and that SPINEA is provided with the relevant MSDS.
4. If applicable, the Supplier shall ensure that it acts in accordance with Directive 2011/65/EU of the European Parliament and of the Council of 8 June 2011 on the Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment as amended. The Supplier of electrical equipment or components for electrical equipment will inform SPINEA about the use and weight share of the substances that are the subject of this directive.

Export Control

5. The Supplier will comply with all applicable export control laws and regulations.
6. Except with the prior written permission of SPINEA, the Supplier shall, unless this results from the agreed delivery term, (a) not request or permit any third party to file a refund claim with customs authorities in respect of the Products or any part thereof, or (b) not list, or permit any third party to list SPINEA as the "importer" on any customs declaration.
7. The Supplier shall provide SPINEA in a timely manner with accurate information, records and documentation relating to the Products that SPINEA deems necessary or desirable to fulfill its customs and trade obligations. This includes import compliance, export compliance, trade preference programs and similar obligations.

Illegal Employment

8. The Supplier shall carry out its business activity and provide Services to SPINEA in an ethical manner and in full compliance with the relevant legal regulations, in particular, but not only, legal regulations prohibiting illegal work and illegal employment.

Code of Conduct

9. The Supplier shall comply with the Timken Supplier Code of Conduct (as amended) and the Supplier shall periodically review the Timken Supplier Code of Conduct for changes. The Timken Supplier Code of Conduct forms part of the Contract and is available electronically at: <https://www.spinea.com/en/suppliers> (in other languages at <https://www.timken.com/contact-general/contact-suppliers>).
10. SPINEA further expects the Supplier to adopt and adhere to a code of ethical business conduct appropriate to its business. The Code should state that the Supplier will comply with all relevant laws and regulations, and should address the Supplier's policies on workplace health and safety, labor standards, environmental and resource protection, product safety and quality, and anti-corruption.

Conflict Minerals

11. The Supplier shall, where applicable, comply with Regulation (EU) 2017/821 of the European Parliament and of the Council of 17 May 2017 laying down supply chain due diligence obligations for Union importers of tin, tantalum and tungsten, their ores, and gold originating from conflict-affected and high-risk areas and its implementing regulations. The Supplier will provide SPINEA in a timely manner, on an annual basis or even more often, if SPINEA requests it, with disclosures regarding the use of the so-called conflict minerals contained in the Products provided by the Supplier to SPINEA in the form reasonably requested by SPINEA and shall provide such additional related information and documentation as SPINEA may reasonably request. The Supplier shall take all other measures necessary to comply with the aforementioned regulation and its implementing regulations, which may change over time.

Data Privacy

12. For the purposes of this section, "Data Protection Laws" means all applicable laws that govern the use of data relating to identified or identifiable individuals, in particular, but not limited to, Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC and any implementing laws to the extent that they apply to that Party; "Personal Data" has the meaning set out in the Data Protection Laws; "European Economic Area" consists of the European Union and also Iceland, Liechtenstein and Norway; "Operator", "Intermediary" and "Data Subject" have the meanings assigned to them by the Data Protection Laws.
13. This section "Data Privacy" applies when the Supplier receives from SPINEA or on its behalf, as part of the provision of the Services or otherwise, Personal Data for which SPINEA is responsible as the Operator, and in such circumstances it is deemed that the Supplier acts on behalf of SPINEA in the position of Intermediary. The nature and purposes of the processing of Personal Data to be carried out, the types of Personal Data, the categories of Affected Persons and the duration of the processing should be specified in the Contract or in a separate written document signed by an authorized representative of SPINEA, or, in the absence of such a document, the processing operations, which are necessary for the performance of the Contract or naturally necessary for the development of the business relationship between the Parties within the limits set by the Data Protection Laws. The Supplier shall always comply with the obligations of the Intermediary arising from the Data Protection Laws when processing Personal Data and shall not cause SPINEA to violate any Data Protection Laws by any action or omission.
14. Without limiting the Supplier's general obligations under point 13. above, the Supplier shall: (a) process any Personal Data solely for the purpose of performing Supplier's obligations to SPINEA and in accordance with SPINEA's written instructions, unless otherwise required by law, in which case, the Supplier shall (to the extent permitted by law) inform SPINEA of that legal requirement before

carrying out the processing; (b) take all appropriate technical and organizational measures to ensure a level of security for the Personal Data appropriate to the risks to individuals that may result from the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to the Personal Data; (c) ensure that all persons authorized to process the Personal Data shall be under obligations of confidentiality; (d) not transfer any Personal Data to, or allow access to it from, outside the European Economic Area except: (i) upon SPINEA's prior written consent; (ii) subject to the implementation of all appropriate technical and organizational measures; and (iii) if the transfer is to, or access is from, a state that the EU has not determined to provide an adequate level of protection for the rights and freedoms of data subjects in relation to the processing of personal data, then only upon implementation of such measures and the conclusion of all necessary documents as are required to enable SPINEA to comply with Data Protection Laws in relation to such transfer; (e) not engage a sub-processor or authorize any other third party (other than the Supplier's own staff, which staff will be appropriately trained in the handling of Personal Data) to process the Personal Data unless: (i) it has obtained prior written consent from SPINEA; and (ii) the proposed sub-processor has entered into a contract with the Supplier that imposes obligations on the sub-processor equivalent to those imposed on the Supplier pursuant to this section; (f) remain liable for the acts and omissions of its sub-processors as if they were the Supplier's own; (g) provide all necessary assistance and information to enable SPINEA to fulfil its obligations to respond to any requests from Data Subjects or supervisory authorities in accordance with Data Protection Laws; (h) permit SPINEA (either itself or through third party auditors appointed by SPINEA) to audit the Supplier's compliance with these terms upon reasonable notice and provide SPINEA with reasonable access to Supplier's documents, premises, records and systems as may be required for the purposes of such audits; (i) promptly notify SPINEA if: (i) there is a breach or suspected breach of security in relation to any Personal Data; (ii) any Personal Data is or is suspected to be used, disclosed to, or accessed by a third party (excepted as provided for in this section); (iii) any Personal Data is lost, corrupted, destroyed, or otherwise rendered unusable; or (iv) the Supplier receives a data subject rights request or any other notice in relation to such data; and in each of the foregoing circumstances, deal with the circumstances in accordance with SPINEA's instructions; (j) at the choice of SPINEA, delete or return all Personal Data to SPINEA after the end of the performing the Contract obligations, and delete existing copies, unless otherwise required by Data Protection Laws.

Article XV Miscellaneous

1. The Supplier acknowledges that a breach of the Contract by the Supplier could cause irreparable damage to SPINEA, in relation to which it may be difficult to determine monetary damages or this may constitute an unreasonable remedy. The Supplier therefore agrees that SPINEA will be entitled to file a claim for specific performance or request an injunction in relation to any breach or threatened breach of the Contract by the Supplier without providing any guarantee or security. SPINEA may seek a temporary and/or permanent injunction (or other similar relief in accordance with applicable law) from any court or other body of competent jurisdiction, and such courts may apply local law in determining whether to issue an injunction.
2. SPINEA's rights and remedies set forth in the Contract are in addition to any other legal rights or remedies available to SPINEA.
3. The words "such as", "include" and "including" shall be construed as if followed by "without limitation" unless the accompanying text or context clearly requires otherwise.
4. The Supplier may not assign its rights or obligations arising from the Contract. Any attempted assignment will be void unless SPINEA has given prior written consent to such assignment. SPINEA may assign its rights under the Contract to its affiliates and may assign/transfer its rights and delegate its obligations under the Contract to a third party in connection with the sale of all or part of its business.
5. Any provisions that by their nature extend beyond the expiration or termination of the Contract will remain in effect even after the expiration of the Contract, including Articles V, VIII, IX, X, XI and XII.
6. The Contract, legal relations related to the Contract or resulting from the Contract, if they are not dealt with by the Contract, as well as non-contractual claims arising in connection with the Contract, are fully governed by the laws of the Slovak Republic, regardless of its other conflict of laws principles.
7. The Parties have agreed that the courts of the Slovak Republic have an exclusive jurisdiction to decide disputes arising from or related to the Contract, including, but not limited to, disputes regarding the validity, interpretation and termination of the Contract. Any disputes that are not resolved by agreement of the Parties will be submitted for decision to:
 - the District Court of Prešov, as the locally competent court of SPINEA in the Slovak Republic, if the Supplier has a residence or registered office outside the territory of the Slovak Republic, or
 - the competent court of the Slovak Republic, if the Supplier has a residence or registered office in the Slovak Republic.
8. The Supplier shall not advertise or publicize in any way that it has undertaken to supply Products or Services to SPINEA, nor shall it use any trademarks or trade names of SPINEA in the Supplier's goods, advertising or promotional materials, except with the prior written consent of SPINEA.

Article XVI Final provisions

1. The Supplier undertakes to inform SPINEA in writing, without undue delay, but at the latest within seven (7) calendar days of occurrence, of any change in its trade name, seat, tax registration, substantial change in ownership, business and legal structure, any initiation of liquidation, restructuring, bankruptcy or other similar process.
2. Any and all previous agreements and understandings of any nature, made/negotiated between the Parties, which relate to the subject of the Contract and GTCP, will be replaced by the Contract and GTCP from the moment of the Contract conclusion.
3. Any amendment to the Contract shall be made in writing and signed by authorized representatives of the Parties.
4. If any provision of the Contract or GTCP is declared invalid or unenforceable, the remaining provisions will remain in effect and the invalid or unenforceable provision will be replaced upon the agreement of the Parties by a provision that is valid and enforceable and that comes as close as possible to the intent of the original provision.
5. SPINEA issues and publishes the binding text of the GTCP in the Slovak and English languages. Any other language mutations are issued for informational purposes only and are not legally binding.

6. SPINEA reserves the right to supplement or change the GTCP at any time. The supplemented or amended wording of the GTCP will be available on the SPINEA website: <https://www.spinea.com/en/suppliers> and will be applied to Contracts concluded from the date of commencement of its validity.

Ing. Alfréd Pohly
Operation Director
SPINEA, s.r.o.

