

General Terms and Conditions for Performance of Work/Works/Services

I. General Provisions

1.1. These General Terms and Conditions for performance of Work/Works/Services (hereinafter referred to as the "GTC") apply to all contracts (irrespective of their form) concluded by SPP - distribúcia, a.s., seated at Mlynské nivy 44/b, 825 11 Bratislava, Company ID-No.: 35 910 739, registered at District Court Bratislava I (Okresný súd Bratislava I), section: Sa, under no. 3481/B, for the purpose of performance of Work/Works/Services. Applying the (general) terms and conditions of the other party or any other (general) terms and conditions is hereby explicitly excluded, unless the parties agree otherwise in writing.

1.2. Amendments/exclusion of application of the GTC or any of their provisions are binding for the contracting parties only if the parties agreed on them in writing. In case the provisions of the Agreement differ from the provisions of the GTC, the provisions of the Agreement overrule the provisions of the GTC.

1.3. The GTC are an integral part of the Agreement, in line with the provision of Section 273 of the Commercial Code.

1.4. Terminology

Terms written in capital letters in this Agreement, the GTC or attached documentation shall have the meaning as defined in the Agreement, the GTC and/or attached documentation, which forms an integral part hereof. Definition of the contracting parties (Supplier and Client) under the GTC applies to the contracting parties irrespective of their verbal description in the Agreement (e.g. Provider and Client etc.), with the GTC forming an integral part hereof. Under the GTC, the:

Copyright Act is the Act No. 185/2015 Coll. Copyright Act, as amended;

HSE is health and safety and environment protection at work;

Price of Work is the price for performance of Work/Works/Services defined in the Agreement, excl. VAT. The term of Price of Work under the GTC applies to the remuneration under the Agreement irrespective of the verbal description in the text of the Agreement (e.g. Service Price, Price of Works etc.);

Partial Agreement is the agreement concluded based on the General Agreement. For the avoidance of doubt, it is stated that for the purposes of the GTC, in cases where distinction between the Agreement and Partial Agreement is not required, the term of Agreement refers to the Agreement and Partial Agreement jointly;

Work is a set of activities of the Supplier, performed based on the Agreement, leading to completion/performance of Work/Works/Services, elaboration of Documentation and execution of Related Activities. For the avoidance of doubt, it is stated that Work means any activity of the Supplier executed under the Agreement, irrespective of whether the result of the Supplier's activity has the nature of a piece of work under the provisions of Section 536 (2) of the Commercial Code or a piece of work under provisions of Section 3 and/or 4 of the Copyright Act or whether these

activities are materially detectable; the rights and responsibilities of the contracting parties shall be governed by the provisions of Section 536 ff. of the Commercial Code adequately;

Documentation is any stage of the Project Documentation under the Agreement and/or Decisions of the Respective Authorities and other persons, as well as Other Documentation elaborated under the Agreement and/or Decisions of the Respective Authorities and other persons in relation to the subject of performance under the Agreement. The Supplier is obliged to elaborate the Documentation in the Slovak language. Details on scope, subject and structure of Documentation are included in the Agreement and/or Materials;

VAT is the value added tax;

EU is the European Union;

Schedule is the document which forms an integral part of the Agreement and includes exact performance deadlines agreed on by the contracting parties, in case it is included in the Agreement or is presented by the Supplier and approved by the Client under the terms of the Agreement;

Property Settlement is a set of activities towards the legal property settlement of the real estate property affected by the Construction;

Client is the company of SPP - distribúcia, a.s., seated at Mlynské nivy 44/b, 825 11 Bratislava, Company ID-No.: 35 910 739, registered at District Court Bratislava I (Okresný súd Bratislava I), section: Sa, under no. 3481/B;

Order is the manifestation of the will of the Client to use his right to the performance of Work/Works/Services defined in the General Agreement under the terms and conditions agreed on in the General Agreement; for the avoidance of doubt, the Order means any proposal of the Client to conclude an Agreement, of which the GTC are a part of, based on with the Supplier is to perform Work/Works/Services. For the avoidance of doubt, it is stated that for the purposes of the GTC, at places where distinction between the Order and Partial Order is not required, the term of Order refers to the Order and Partial Order jointly;

Civil Code is the Act No. 40/1964 Coll. Civil Code, as amended;

Commercial Code is the Act No. 513/1991 Coll. Commercial Code, as amended;

FP is the fire protection;

PPE is the personal protective equipment at work;

Supplier is the person with which the Client concludes the Agreement for the purposes of performance of Work/Works/Services;

Other Documentation is any document elaborated under the Agreement and/or Decisions of the Respective Authorities and other persons in relation to the subject of performance under the Agreement, which is different than the Project Documentation;

VAT payer pursuant to VAT Act - VAT payer registered under provisions of § 4, § 4a or § 5 of the VAT Act;

Project Documentation is any elaborated stage of Project Documentation of the Construction under the Agreement and/or Decisions of the Respective Authorities and other persons in relation to the subject of performance under the Agreement, including the HSE plan elaborated in compliance with the Decree of the Government of the SR No. 396/2006 Coll. on Minimum Safety and Health Requirements for Construction Sites, as amended, and the project of traffic organisation and traffic signs;

Works is a set of activities performed by the Supplier under the Agreement, which is different that the performed activities generally considered a Service (in case the result of such activities are not materially detectable), however, pursuant to the agreement of the contracting parties, it is considered Work and the provisions of the GTC and the Agreement shall govern the respective rights and responsibilities. For the avoidance of doubt, it is stated that for the purposes of the GTC, at places where distinction between the Works and Work is not required, the term of Work refers to the Works and Work jointly;

Legal Regulations is all national (state) legislation of the Slovak Republic, including the applicable legislation of the European Union, as well as orders, decrees, and other legally binding legal regulations by the legally appointed authorities;

Client's Workplace is the workplace, premises or building operated and/or managed and/or used by the Client;

Client's/Supplier's Workers (with small initial letters) are all the persons acting on behalf of the respective contracting party at performance of the Agreement, with the term describing all the employees of the respective contracting party and/or sub-supplier or persons in similar relationship with the respective contracting party and/or sub-supplier or of any third party acting in the name of the respective contracting party and/or sub-supplier;

Project Documentation for Building Permit is the part of the Project Documentation elaborated for the purposes of issue of a building permit;

Materials are all data, documents, certificates, information, project documentation, Decisions of the Respective Authorities and other persons provided to the Client by the Supplier in relation with performance under the Agreement, including those provided within the Tender Procedure (e.g. Conditions of Participation and Contest Materials), including the requirements of the Client for the subject of the performance under the Agreement, irrespective of whether they are attached to the Agreement as an annex or only listed in the Agreement, or which were provided to the Supplier within the Tender Procedure or which shall become part of the Materials under the Agreement after signature of the Agreement. In case of discrepancies between the Materials provided within the Tender Procedure, the Agreement and/or other Materials provided to the Supplier during the Agreement period, the Agreement and other Materials provided to the Supplier during the Agreement period overrule the Materials provided within the Tender Procedure;

Instructions are the instructions of the Client related to the performance of Work by the Supplier, which are binding for

the Supplier and the Supplier is obliged to follow them in compliance with the Agreement;

Takeover Protocol is any document of the contracting parties confirming the performance of Work/Works/Services or its/their part qualified for separate takeover under the Agreement or written agreement of the contracting parties;

Respective Authorities are the state or territorial authorities, which are legally authorised to issue permits, declarations, statements, approvals, decisions or any other acts related to the performance of this Agreement or execute their power given to them by Legal Regulations in other way;

General Agreement is an agreement on repeated performance of Work/Works/Services, concluded by and between the Client and Supplier;

Execution Documentation is the part of the Documentation, elaborated in relation to the execution of the Construction prior to start of the construction works;

Decisions of the Respective Authorities and other persons are permits, declarations, statements, approvals, decisions and any other acts issued by the Respective Authorities, organisations and/or respective legal and/or natural persons (especially, but not exclusively, the owners of the respective buildings, underground services administrators etc.). For the avoidance of doubt, this term is used also to collectively describe notifications, reports, presenting of all required information, certificates and documents to these Respective Authorities, organisations and/or respective legal and/or natural persons, which are necessary for ensuring performance of Work in line with the requirements under the Legal Regulations and/or the Agreement. For the avoidance of doubt, it is stated that the term of Decisions of Respective Authorities and other persons is a general term and relates to all permits, declarations, statements, approvals, decisions and any other acts issued by the Respective Authorities, organisations and/or respective legal and/or natural persons, as well as notifications, reports, presenting of all required information, certificates and documents to these Respective Authorities, organisations and/or respective legal and/or natural persons, including those specifically mentioned in the Agreement. For the avoidance of doubt, it is also stated that in case the Agreement stipulates the obligation of a contracting party to ensure (issue) Decisions of the Respective Authorities and other persons, this refers to decisions which are not to be contested by proper correcting measurements, and are legally valid and enforceable under the Legal Regulations, unless the Agreement stipulates otherwise.

Service is a set of activities performed by the Supplier under the Agreement (in case the result of such activities are not materially detectable), however, pursuant to the agreement of the contracting parties, it is considered Work and the respective rights and responsibilities of the contracting parties shall be governed by the provisions of the GTC and the Agreement. For the avoidance of doubt, it is stated that for the purposes of the GTC, in case the distinction between the Service and Work is not required, the term of Work refers to the Service and Work jointly;

Construction is a part of the Work, consisting of execution of all ground, construction, installation and connection works, creation of all operation systems, representing the

technological part of the Construction, all construction objects and provision of all objects, materials and equipment to be a part of them, as well as execution of all terrain and surface modifications to original condition or the condition under the Decision of the Respective Authorities and other persons and/or Instructions of the Client after the Construction is completed, all of this in the scope defined by the Agreement, or the scope necessary for performance of the purpose of the Agreement;

Building Permit is one or several decisions and/or declarations of the Respective Authorities and/or notification(s) to the Respective Authorities providing permits for Construction under the Legal Regulations and/or representing the fulfillment of the building owner's responsibilities under the Legal Regulations, authorising him to execute the Construction (and which define(s) the terms of the construction). In case the issue of a Building Permit under the Legal Regulations is preceded by a planning permission (or other permission, like extraction from the agricultural ground fund or forest fund etc.), for the purposes of the GTC/Agreement, the term of Building Permit refers to the Building Permit itself, as well as other decisions leading to/preceding the issue of the Building Permit, unless the Agreement stipulates otherwise. Ensuring assessment of the environmental impacts under Act No. 24/2006 Coll. on environmental impact assessment and on amendments to certain acts, as amended, is part of the performance under the Agreement, in case it is specifically stated in the Agreement or written agreement of the contracting parties. For the purposes of the GTC/Agreement, the term of Building Permit includes the assessment of environmental impacts under the previous sentence in case it is part of the performance under the Agreement;

Related Activities are any activities of the Supplier performed under the Agreement in connection with the performance/execution of Work/Works/Services and/or elaboration of the Documentation, or in the scope necessary to ensuring the purpose of the Agreement (incl. the underground services performed by the Supplier in relation with the performance under the Agreement, unless the Agreement stipulates otherwise);

Building Act is the Act No. 50/1976 Coll. on territorial planning and building order (Building Act), as amended;

SR is the Slovak Republic;

Technological Equipment is any piece of device, machinery etc., different than objects and materials which are to be part of Works under the Agreement;

TRG is the technical rule for gas;

Call/Request is a call/request to start performing activities under the Agreement, which may precede the delivery of an Order under the Agreement and/or concluding a Partial Agreement, if the contracting parties agreed so in the Agreement;

Tender Procedure is the procedure of concluding the Agreement; based on which the Agreement with the Supplier was concluded;

GTC are there General Terms and Conditions for performance of Work/Works/Service for the Client;

Supplier's Equipment are all devices, machinery, vehicles and other objects necessary for performance of Work and elimination of defects, which are not part of the Work under the Agreement;

VAT Act is Act No. 222/2004 Coll. on value added tax, as amended;

Waste Act is Act No. 79/2015 Coll. on waste and on amendments to certain acts, as amended;

Agreement is the Work agreement, agreement on provision of Services, agreement on performance of Works etc., General Agreement on repeated performance of Services, General Agreement on repeated performance of Works etc. or Partial Agreement concluded based on the General Agreement, which the Client enters for the purposes of performance of Work, provision of a Service, performance of Works, irrespective of the form of agreement;

List of Accounts - a list of bank accounts of the VAT payers pursuant to VAT Act maintained by the Financial Directorate of the Slovak Republic in accordance with the provisions of § 6(6) of the VAT Act.

1.5. Every Agreement needs to contain the basic identification data of the contracting parties, as stated in the business registry or trade registry, or other registry defined by Legal Regulations. Every contracting party is obliged to notify the other contracting party on any changes related to the data in the registry above with no delay. In other case, the party is liable for any resulting damages of the other contracting party.

II. Subject of Agreement

2.1. The subject of the Agreement is the commitment of the Supplier to perform Work for the Client, specified in the Agreement, in the deadline and for the price stated in the Agreement, and the commitment of the Client to take over the performed Work and pay the agreed Price of Work.

2.2. The Client is not obliged to hand over objects, materials, Technological Equipment or provide his equipment necessary for performance of the Work to the Supplier, unless the Agreement and/or the Materials say otherwise.

2.3. The contracting parties agreed that next to the qualities explicitly agreed on in the Agreement, the Work needs to meet the requirements under the Materials and Instructions, Decisions of the Respective Authorities and other persons, Legal Regulations, as well as technical norms, TRG, business habits and internal regulations of the Client, with which the Supplier was provably familiarized with; which are linked to the performance of the Work, as well as the subject of the Work itself. For the avoidance of doubt, it is stated that the obligation under the previous sentence adequately applies also to storage of objects, materials and/or Technological Equipment necessary for performance of Work.

2.4. The Supplier shall perform the Work at his own costs and risk.

2.5. The Supplier shall perform the Work with due diligence, efficiently, and in accordance with the best practice in order to meet the purpose of the Agreement.

III. Place of Performance and Performance Deadline

3.1. The Work shall be delivered on the place defined by the Client or on the place which results from the nature of the performed activities under the specifications herein. The place of takeover of the Work is the place defined by the Client or on the place which results from the nature of the performed activities under the specifications herein, or the registered seat of the Client.

3.2. The Client shall allow the Supplier to access the place of performance for the purposes of performance of Work and/or elimination of defects if necessary, during business hours, based on previous request of the Supplier, unless the contracting parties agree otherwise. The Supplier is obliged to notify the Client on his demand to access the place in advance. He is also obliged to define the estimated time necessary to perform the activities related to performance under the Agreement.

3.3. The Supplier is obliged to perform/finish/complete the Work within the deadline agreed on in the Agreement and/or Schedule.

3.4. The Client is not obliged to take over the Work prior to the agreed performance deadline.

3.5. In case of potential delay in performance of the Work or meeting the performance deadlines under the Agreement and/or Schedule, the Supplier shall notify the Client on this situation in writing with no due delay, as soon as he learns about it. This notification shall state the reasons of delay and the expected date of execution of the Work.

3.6. Compliance with the notification duty under the preceding paragraph shall not prejudice any rights and/or claims of the Client connected to the violation of duties of the Supplier to perform the Work on time, including, but not limited to, the right to contractual penalty and compensation for damage.

3.7. Failure to meet the performance deadline (delay in performance deadline, completion of Work or performance of Work under the Agreement or Schedule) is considered substantial violation of the Agreement.

IV. Work Takeover and Test Performance

4.1. The Supplier is not entitled to partial performance of the Agreement subject. Performance of a smaller scope of Work or other Work than agreed on in the Agreement is considered substantial violation of the Agreement.

4.2. All the performances provided by the Supplier above the scope of performance agreed on in the Agreement and/or Order need to be approved by the Client in writing in advance. The Client is not obliged to take over and pay for any performances above the scope of performance agreed on in the Agreement and/or Order executed prior to the approval. He is also entitled to hand them back over without payment.

4.3. The contracting parties shall elaborate a Handover Protocol on handover and takeover of the Work or its part qualified for separate takeover, which shall be signed by both contracting parties and which shall include a brief description of the Work, statement of the Client regarding the Work, legible names and signatures of authorised representatives of the contracting parties, date of Work takeover and confirmation on performance of the required test. For the avoidance of doubt, it is stated that in case of Documentation,

the Takeover Protocol shall be elaborated and signed only after incorporating comments of the Client. In case of Construction building and the respective expert author monitoring and coordination of project Documentation or partial performance related to this activity after providing the Documentation, the Takeover Protocol shall be signed only after the Construction is built.

4.4. In case the Work shows clear defects at takeover or the certificates to be handed over with the Work are incomplete, the Client is entitled to refuse taking over the Work. A record on refusal to take over the Work shall be elaborated, listing the defects which have been the reason for the refusal.

4.5. In case the Client takes over the Work with defects (taking over the Work with objections, especially in case of minor defects and unfinished sections, which do not decrease the value or qualification of the Work for use), the defects shall be described in the Takeover Protocol with the deadline for their elimination. The Client shall issue a written declaration on elimination of the defects listed in the Takeover Protocol (declaring revoking the objection).

4.6. For the avoidance of doubt, it is stated that the costs related to provision (especially, but not exclusively, the technical provision) of handover and takeover of the Work or its part which is qualified for separate takeover under the Agreement or written agreement of the contracting parties is borne by the Supplier.

4.7. The Work includes the documents linked to the Work, which are necessary for its takeover and use under the Legal Regulations, technical standards, TRG, business habits, Decisions of Respective Authorities and other persons, requirements of the Agreement and internal regulations of the Client, with which the Supplier was provably familiarized with (especially the manual of use and maintenance in the Slovak language and dully filled-in warranty sheet of delivered objects, materials and Technological Equipment, valid certificates and licenses, material certificates, test certificates or similar documents to be used in the SR).

4.8. The Work includes also performance of all necessary tests and/or technical inspections of the Work as a whole and all its parts (including the functional, complex and pressure tests of Technological Equipment, which is part of the Work) under the Legal Regulation, technical standards, TRG, business habit, Decisions of the Respective Authorities and other persons, requirements in the Agreement and internal regulations of the Client, with which the Supplier was provably

familiarized with; which need to be performed prior to handover of Work. The Supplier is obliged to notify the client on the test results (like certificate of compliance of the technical qualities of the product, technical documentation, safety data sheets etc.) with no due delay.

4.9. The Client is entitled to be present at the testing.

4.10. The Supplier shall notify the Client on the place and time of testing and/or technical inspection with sufficient time prior to the planned date of testing.

4.11. In case the Client or an authorised person does not show up on the defined date of testing, the Supplier is allowed to perform the testing without the presence of the Client.

However, this does not revoke the Supplier's obligation to notify the Client on the test results with no due delay.

4.12. The costs related to the testing shall be borne by the Supplier.

4.13. The costs related to the presence of the Client or an authorised person at the testing shall be borne by the Client, in case the testing is performed on the announced date and with positive test results. Otherwise, the Supplier is obliged to pay the costs of the Client.

4.14. For the avoidance of doubt, it is stated that performance of testing and/or technical inspection does not revoke the Supplier's liability for defects identified at performance of Work and does not substitute independent examination by the Client.

4.15. In case the Supplier has to hand over the Work on a different place than the place of its construction, the Supplier is obliged to pack the Work in packages which are suitable to protect the Work from damage, devaluation or destruction and meet the applicable requirements for the Work or any performance of the Supplier under the Agreement and Legal Regulations.

4.16. For the avoidance of doubt, it is stated that in case the Supplier and Client agree on partial handovers and takeovers of the Work in writing, the provisions of the Agreement apply to the parts of Work qualified for separate takeover adequately.

Interruption of Work Performance

4.17. The Supplier is obliged to inform the Client on the necessity to interrupt performance of the Work for a period which may cause delay in performance deadlines of the Work and/or deadlines under the Schedule in writing.

4.18. In case the performance of Work is interrupted, the Supplier is obliged to take action to avoid damage to the Work with no delay, in order to minimise costs related to interruption of works, with the scope and cost coverage being agreed on prior to their execution as proposed by the Supplier. If such action cannot be delayed and the previous agreement of the contracting parties is impossible, the contracting parties shall agree on cost coverage afterwards.

4.19. If the Work performance interruption due to any reason other than caused by the Supplier lasts for a time which may result in delay of performance of Work and/or deadlines under the Schedule, the Supplier is entitled to prolongation of the Work performance deadlines under paragraph 4.22 ff hereof. In case the Work performance interruption is caused by liability excluding circumstances and the interruption lasts for longer than 6 months, any of the contracting parties is entitled to rescind from the Agreement unilaterally.

4.20. The Supplier is also obliged to interrupt the performance of the Work or its part(s) after a written request of the Client - for the period of time and in the manner the Client deems necessary and informs the Supplier about, and this even repeatedly. The Supplier is eligible to prolongation of the Work performance deadlines by the procedure under paragraph 4.22. ff hereof.

4.21. The Supplier is entitled to Work performance prolongation (as well as Completion, in case the Work

completion deadline is defined separately in the Agreement) under the Agreement to the extent in which the completion of the Work is or will be delayed in terms of takeover due to the reasons as follows:

i. change of the Work, if executed after request of the Client and is significant in comparison with the originally agreed subject of performance under the Agreement;

ii. a delay which is reason to prolong the Work performance deadlines under a provision of the Agreement;

iii. extraordinary adverse climatic conditions;

iv. any delay, obstacle or measurement caused by the Client or his employees, or other suppliers of the Client on the place of performance;

v. delay in ensuring the issue of Decision of the Respective Authorities and other persons by the Client, in case it was not caused by the Supplier, especially, but not exclusively, due to late elaboration of Project Documentation or any of its parts elaborated by the Supplier.

4.22. Should the Supplier believe that it has the right to prolong the Work deadlines, he shall inform the Person authorised to act in technical matters in writing with no delay, however no later than 5 days from the time of becoming aware thereof or from the time, when it could become aware of any facts or circumstances leading to the claim, describing the reasons, events, facts, or circumstances justifying the claim, as well as a reference to the relevant provisions of the Agreement. In such request, the Supplier shall state the adequate period of time by which the performance deadline should be prolonged, except in cases when such period cannot be objectively determined. The Client shall assess the merits of the prolongation of Work performance deadlines and inform the Supplier of his approval or refusal and state reasons thereof within 5 days from receipt of the request for prolongation of Work performance deadlines. The Supplier shall allow the Client to examine all facts justifying a prolongation of Work performance deadlines and the Supplier shall, for this purpose, give all necessary assistance to the Client, including providing all necessary information, records, and documents. Work performance deadlines will be prolonged by the period approved by the Client in accordance with this paragraph.

4.23. In case the circumstances change, establishing the right of the Supplier to prolong the Work performance deadlines and/or the change affects the period of time, by which the Work performance deadlines have been prolonged, the Client is authorised to change his approval under the previous paragraph by written notification of the Supplier. The Client is also authorised to define the period of time under the previous paragraph by written notification of the Supplier, in case it was not objectively possible to determine the period of time.

V. Rights and Responsibilities Related to HSE, FP and Environmental Protection

Provisions of this paragraph apply to the Work based on the nature of performance, especially, but not exclusively, to the Construction and/or performance at which the Supplier builds/renovates/otherwise manipulates with (gas)

equipment of the Client. In other cases, the provisions of this paragraph shall apply adequately. Provisions of paragraphs 5.3. through 5.27. hereof apply to performances at which the Supplier enters the Workplaces of the Client. In case of different performance from performance under the first and third sentence hereof, the Supplier is responsible for following the Legal Regulations in terms of HSE, FP and environmental protection and the Client does not reserve any special rights and responsibilities in relation towards to the workers of the Supplier; for the avoidance of doubt, it is stated that the rights of the Supplier under paragraph 7.46. ff hereof are not affected.

Risks Related to Use of Dangerous Substances

5.1. In case substances are part of the Work or substances were used at performance of Work, which have one or several dangerous qualities, the Supplier is obliged to specify the risks related to use of the dangerous substances, identify the danger and define precautions for safe handling, storage and transport of such substances or the Work in the respective documentation, especially from the point of view of protection of health and/or the environment. In case delivery of objects, materials and/or Technological Equipment is part of the Work, which include dangerous chemical substances or compounds, the Supplier is obliged to provide the respective safety data sheets under the Legal Regulations.

5.2. The Supplier is obliged to provide the Client with respective information on dangers related to the use of Work within the defined terms of operation and use, including the information on method of protection from such dangers, and this even for the time after the takeover of the Work, and perform measurements as defined by the Legal Regulations to ensure HSE, FP and environmental protection.

Environmental Protection

5.3. When performing the Work, the Supplier is obliged to follow the provisions of Legal Regulations on environmental protection.

5.4. The Supplier is responsible for any pollution and damage to the environment caused at performance of Work. The Supplier is obliged to remove any pollution and damage and compensate any damages caused. At the same time, he is subject to resulting sanctions.

5.5. The Supplier is obliged to follow the Legal Regulations regarding the water protection section, especially execute adequate precautions when handling dangerous substances and follow his responsibilities in terms of prevention. If the activity of the Supplier causes extraordinary worsening of the water condition, he acts as the originator and is responsible for elimination of the extraordinary pollution and removal of any negative consequences of it. The Supplier is obliged to provide respective documents, permits, approvals and necessary statements of the Respective Authorities of water protection.

5.6. In case the subject of the Agreement is related to a source of air pollution or can in any way affect the emissions of polluting substances or represents a change in the respective documentation, the Supplier is obliged to ensure approval of the documents required by Legal Regulations and approvals of the Respective Authorities of air protection.

5.7. The contracting parties agreed that in terms of waste, including construction waste created at service, cleaning, maintenance, construction and demolition works, performed in the registered seat or on business premises, organisational branch or other place of activity of the Client, the Supplier is obliged to fulfill all the obligations of the waste holder under the Waste Act; especially, but not exclusively, he is obliged to assign the waste correctly or ensure its correct assignment under the Waste Catalogue, collect the separated waste and secure it from damage, theft or any other negative action, collect dangerous waste separately, label the waste accordingly and deal with it in line with the Waste Act and special Legal Regulations, ensure waste processing under the waste management hierarchy and this by: providing the information to the Client, whether the waste can be used under the performance of the Agreement, in case this is not possible, he shall ask for a statement of the Client, whether he plans to use it differently; in case of a negative answer of the Client, the Supplier shall proceed in line with the Waste Act and process the waste according to the waste management hierarchy, by:

- i. preparing it for re-usage within his activities; the unused waste shall be offer to third parties for re-usage;
- ii. recycling it within his activities if it is not possible or efficient to ensure its preparing for re-usage; the unused waste shall be offered to third parties for recycling;
- iii. exploitation within his activities if it is not possible or efficient to ensure its recycling; the unused waste shall be offer to third parties for exploitation;
- iv. disposal if it is not possible or efficient to ensure its recycling or exploitation.

5.8. At performing under the Agreement, the Supplier is obliged to hand over the waste only to an entity entitled to handle waste under the Waste Act, unless the respective provisions of the Waste Act stipulate otherwise or unless he ensures its exploitation or disposal himself. At performing under the Agreement, the Supplier is obliged to keep records on type and amount of waste and on handling it, at least in the form of record in weight tickets or documents on handover and takeover of waste, and to provide the records to the Client when asked for, or at least once a month for the previous month of performance of Work, as well as at the end of the respective calendar year, with the last update of the record necessary to be provided to the Client latest with the last Takeover Protocol of the Work. The Supplier is obliged to hand over the original weight tickets representing the records on type and amount of waste and its handling to the Client.

5.9. The Supplier is obliged to follow the Legal Regulations on protection of nature and landscape, as well as elaborate and ensure respective statements and approvals of the Respective Authorities of protection of nature and landscape.

5.10. The Supplier is obliged to follow the Legal Regulations on noise and vibration protection. The Supplier is obliged to ensure that the noise does not exceed the maximum limits stipulated by the Legal Regulations by technical, organisational and other appropriate measurements.

5.11. The Supplier is obliged to operate and maintain the Equipment of the Supplier in such technical condition that there is no leakage of oil products or other dangerous

substances. In case of violation of this obligation, the Client is entitled to stop the operation of such mechanisms and order them out of the Work performance site.

HSE and FP

5.12. In case workers of the Client and Supplier work on the same site, the cooperation of such persons at prevention, preparation and execution of measurements to ensure HSE, coordination of activities and mutual information exchange needs to be provided under the Project Documentation (especially the HSE plan).

5.13. Any costs related to failure of the Supplier to follow the HSE and FP requirements, shall be borne by the Supplier.

5.14. In case of installation, repair, construction, inspection, welding and other specialised works on the Client's Workplace or equipment of the Client, the Supplier shall ensure equipment of the site for safe work conduct. The works may start only after the workplace is secured and equipped adequately.

5.15. The Supplier assumes full responsibility for accidents at work of his workers on the Client's Workplaces and for registration of accidents at work, keeping a record of them and reporting them under the Legal Regulations. At the same time, the Supplier is obliged to inform the safety technician of the Client on the accidents at work with no delay.

5.16. The Supplier is obliged to perform the works under the Legal Regulations in terms of the HSE, FP and internal regulations of the Client, with which he was provably familiarised.

5.17. The Supplier is obliged to inform the Client on potential dangers, threats, risks and preventive precautions based on the elaborated risk registry, resulting from the performed works under the Legal Regulations on HSE. At the same time, he is obliged to inform the Client on first aid precautions, precautions of rescue works and worker evacuation.

5.18. The Supplier is obliged to cooperate with the documentation and safety coordinator at Construction building, assigned by the Client under the Legal Regulations.

5.19. The Supplier is obliged to ensure respective authorisation of the workers of individual professions where specialised or health related qualification is required (welders, height works etc.).

5.20. The Supplier is obliged to familiarise his workers on the valid internal HSE, FP and environmental regulations prior to start of the Agreement performance, as well as on risk registry and environmental aspects of the Client.

5.21. The Supplier is obliged to ensure that the workplaces, Equipment of the Client etc. are maintained and operated in line with the HSE. For such purposes, he is obliged to perform the required maintenance and repairs.

5.22. The Supplier is obliged to maintain the smoking prohibition and prohibition to consume alcohol, narcotic and psychotropic substances on the place of performance under the Agreement and on Client's Workplaces. Supplier is also obliged to maintain the restriction to enter these places under influence of alcohol, narcotic and psychotropic substances and restriction to bring these into the place of performance

under the Agreement and on Client's Workplaces and also to take all measures these restrictions to be abided by his workers.

5.23. The Supplier is obliged to equip his workers with the PPE necessary based on the risks of their work activities on his costs.

5.24. The Supplier is obliged to label his workers and their PPE by the logo of the company of the Supplier. The Supplier is obliged to ensure that his workers stay at the assigned workplaces. The provisions of this paragraph of the GTC apply only to building of the Construction, installation works at the Client's Workplaces and service works at the Client's Workplaces.

5.25. The Supplier is obliged to perform the activities related to increased risk of fire only in line with the fire protection instruction issued by the responsible person of the Client. The Supplier is obliged to perform the activities on places related to increased risk of fire only in line with the respective fire protection order of the workplace. In case of fire, the Supplier is obliged to report it to the fire report office.

5.26. The Supplier is obliged to allow the Client to perform inspections on HSE, FP and environment protection on the workplaces, including the inspection of consumption of alcohol, narcotics and psychotropic substances.

5.27. In case the Supplier provides works related to performance under the Agreement by another legal entity of natural persons which employs workers, he is obliged to ensure measurements under provisions of Sections 3 and 6 of the Decree of the Government of the SR No. 396/2006 Coll. on minimum safety and health requirements of a construction site are implemented.

Principles of Movement and Conduct on Client's Administrative Workplaces

5.28. The Supplier is obliged to ensure that his employees follow the following obligations and bans when working on the Client's Workplaces, which are of administrative nature;

a) obligation to walk only on specified roads (pavements) for pedestrians and crossings, unless the nature of the Work directly and inevitably requires otherwise;

b) obligation to follow the traffic signs and maintain the maximum speed of 30 km/h when driving a vehicle;

c) obligation to respect all information, order, warning and ban safety signs;

d) ban to enter the premises which do not require to be entered to perform Work;

e) ban to enter the Client's Workplace under the influence of alcohol, narcotics and psychotropic substances and ban to bring such beverages/substances to the Client's Workplace or consume them there;

f) ban to smoke outside of the designated areas for smokers;

g) obligation to roam only accompanied by the worker of the Client;

- h) obligation to inform the responsible person/administrator on damage to health, equipment and on equipment malfunctions;
- i) obligation to behave in a way not resulting in fire;
- j) obligation to follow the instructions of the fire protection patrol, fire protection guidelines and evacuation plan in case of fire.

VI. Price of Work, Currency and Payment Terms

6.1. The Price of Work agreed on in the Agreement and/or Order is fixed and includes all costs of the Supplier related to performance of the Agreement, like costs for procurement, material, production, labour force, technical equipment, transportation and unloading of the Work and/or its parts, or objects used at construction of the Work at the performance place, taxes, customs, and other fees related to import, fees related to product certification, administrative and similar fees collected by any Respective Authority, administrative fees at ensuring issue of Decisions of Respective Authorities and other persons, in case the ensuring is part of the Work and the Agreement does not stipulate otherwise, costs related to waste management or fulfillment of any obligations under the waste management related Legal Regulations which oblige the Supplier to fulfill, and which he undertook to perform in the Agreement, costs related to training of the designated persons of the Client, unless the Agreement stipulates otherwise, as well as the price

of the documents related to the Work and which are necessary for its takeover and use, as well as the Documentation elaborated under the Agreement or related to the Work.

6.2. The Price of Work is payable in the due date deadline of the properly issued and delivered invoice, which the Supplier is authorized to issue upon the Client signing the Takeover Protocol of the Work or its part, which is separately qualified to be taken over under the Agreement or a written agreement of the contracting parties, which needs to meet all the content criteria under the Legal Regulations and the Agreement.

6.3. Invoices issued by the Supplier shall be due within 60 days from the receipt of the Client and the payment thereof shall be made by a bank wire transfer in a currency agreed for the Price of Work to the account of the Supplier stated on the invoice. Crediting the amount to the account of the Supplier from the account of the Client will be considered as the fulfillment of the financial obligation of the Client. The contracting parties agreed that, if the last day of the payment period is a Saturday, Sunday or public holiday under Slovak calendar, the due date of the financial obligation will be the next business day and the Supplier shall accept the payment made this day as the fulfillment of the financial obligation. The Supplier is obliged to ensure that the bank account stated on the invoice is notified to the Financial Directorate of the Slovak Republic in accordance with provision of § 6 of the VAT Act. In case that the bank account stated on the invoice is not listed in the List of Accounts and the Client pays the invoice to this account, the Supplier undertakes to compensate the Client for any damage incurred by the Client, especially in connection with VAT guarantee for unpaid VAT imposed by the Tax Authority on Client. If the Client finds that the number of the Supplier's bank account to which the invoice shall be paid is not listed in the List of Accounts, he is entitled not to pay the invoice, while the Supplier is not

entitled to any contractual or legal sanctions, including default interest and contractual penalty and the Supplier is not even entitled to impose any sanction on the Client for late payment. Payment will be made by the Client after the Supplier proves the fulfilment of the notification obligation in accordance with provision of § 6 of the VAT Act.

6.4. The Buyer will not apply a special method of VAT payment in accordance with § 69c of the VAT Act.

6.5. Every invoice needs to have the copy of the Takeover Protocol attached to it, proving the takeover of the Work or its part which is separately qualified for takeover under the Agreement or written agreement of the contracting parties by the Client.

6.6. In addition to the requirements of the Legal Regulations, the invoice shall contain the following data:

- identification of it as an invoice;
- Company ID-No. and bank connection of both the contracting parties in the form of ABO, IBAN and BIC (SWIFT);
- number of the Client's Order (if it was issued);
- number of paid advance payments (if applicable);
- total amount to be paid in the respective currency;
- special calculation of the part of the Price of Work related to the costs for the preparation of the workers for the built buildings and equipment, if they are built under the Agreement.

The invoice can also contain:

- number of the Agreement;
- stamp of the invoice issuer;
- place of performance,
- constant symbol;
- the agreed form of payment;
- the name, signature and phone No./e-mail address of the responsible employee of the invoice issuer;
- due date of the invoice which needs to be in line with the Agreement (the due date of an invoice is counted from the day of delivery of the invoice).

6.7. If the invoice does not contain all the requirements under the Legal Regulations or this Agreement, or is factually incorrect, the Client shall have the right to return the invoice within the due date to the Supplier, in which case the Price of Work thereof is due according to the updated invoice delivered to the Client, which will contain all the requirements under the Legal Regulations or this Agreement and which will be factually correct.

6.8. The Supplier is obliged to issue an invoice within 15 days after the performance (i.e. completion and handover) of the Work or its part which is qualified for separate takeover under the Agreement or written agreement of the contracting parties or within 15 days from receipt of the payment and deliver it to the Client not later than in 2 days after the deadline passes.

6.9. Should the Supplier fail to deliver the invoice or the updated invoice to the Client within the deadlines specified in the Agreement or the GTC, and consequently should a tax authority charge the Client with a penalty in respect of late payment of the tax under the Act No 563/2009 Coll. on Tax Administration (Tax Code), as amended, the Supplier shall reimburse the Client in the amount equal to the charged

penalty within 14 days of receipt of the Client's request, with the Client being entitled to issue an invoice for the penalty.

6.10. The bank connection of the creditor in the form of ABO, IBAN and SWIFT (BIC) on the invoice needs to be identical with the bank connection agreed on in the Agreement (notified under the Agreement) and in case the creditor is VAT payer pursuant to VAT Act the bank account number has to be listed in the List of Accounts. Otherwise, the debtor is entitled to pay the amount invoiced to the bank connection defined in the invoice. In case of wrong or different banking connection in the form of ABO, IBAN and SWIFT (BIC) in the Agreement and in the invoice defined by the creditor, the debtor is not liable for any damage which may occur due to wrongly wired payment. In case this results in damage of the debtor, he is entitled to request reimbursement from the creditor, also in the form of an invoice, payable within 14 days from the delivery to the creditor.

Bank Fees

6.11. In case the Supplier has a domestic bank account, the bank fees of the debtor are borne by the debtor and the bank fees of the creditor are borne by the creditor.

6.12. In case the Supplier has a foreign bank account, the bank fees on the territory of the SR shall be borne by the Client and the bank fees occurred abroad shall be borne by the Supplier. In case of violation of the contractual requirement related to payment, all bank fees shall be borne by the party causing the violation.

VII. Rights and Responsibilities of the Parties

Materials

7.1. The Supplier declares that within the Materials he was given over the negotiations on the contents of the Agreement, the Tender Procedure and at signature of the Agreement (and/or Partial Agreement), he was given data, documents, certificates and information relevant for performance of the Supplier under the Agreement, they are sufficient as original sets of data.

7.2. The Supplier confirms that he studied and got familiarised with the Materials and requirements of the Client in the Materials, including the requirements in the Decisions of the Respective Authorities and other persons, also in relation to the requirements of the Agreement. In relation herewith, the Supplier declares that he did not identify any circumstances resulting directly or indirectly from the Materials, which could hinder the Work to be performed properly and in time under the Agreement.

7.3. The Supplier may be provided with other documents and information specified in the Agreement as part of the Materials. If requested by the Supplier, the Client may provide him with other documents and information specified in the Agreement as part of the Materials in the deadline defined in writing by the contracting parties.

7.4. The Supplier is obliged to get the other materials necessary for performance under the Agreement exceeding the Materials, unless the contracting parties agree otherwise.

7.5. In case the Client obtains other data, documents, certificates, information or project documentation, Decisions of the Respective Authorities and

other persons which would become part of the Materials if they existed in time of conclusion of the Agreement and are related to the performance under the Agreement necessary for performance of Work, he is obliged to hand them over to the Supplier with no delay. There shall be a protocol on their handover elaborated and they shall become part of the Materials.

7.6. The Client shall not be liable for any mistakes, inaccuracy and insufficiency of data, documents, certificates and information in the Materials and does not guarantee their completeness and correctness. Any data, documents, certificates and information the Supplier receives from the Client or otherwise do not free the Supplier from responsibility for proper performance of the Agreement with due diligence. At the due diligence, the Supplier is obliged to inform the Client on any mistakes, inaccuracy or insufficiency in the Materials. The provisions on inappropriate Instructions of the Client shall apply adequately.

7.7. The Client hereby declares that he agrees with the use of Materials in a way that is necessary for the performance of the Agreement by the Supplier, however, only for the purposes of performance of the Agreement.

Instructions

7.8. The Supplier is obliged to act in line with the Instructions of the Client or his Authorised Person, including persons listed in the Agreement and/or have been announced to the Supplier by the Client in writing, and which are authorised to perform a certain activity under the Agreement, like safety coordinator, Project Documentation coordinator, technical supervisor, person responsible for property settlement (in case of Construction and if the Property Settlement is not provided by the Supplier) etc., and is not entitled to deviate from the Instructions, unless:

- i. he receives a prior written consent of the Client to act as he deems appropriate; or
- ii. the deviation is necessary to prevent imminent damage and in case of emergency to protect the interests of the Client and there is no time to obtain the written consent of the Client in advance.

7.9. In case any matter over the performance of Work requires a statement or declaration of the Client, the Supplier can ask for Instructions. The Client is obliged to issue his Instructions as soon as possible, however, not later than in 10 business days from the day when the Supplier asked for the statement in writing.

7.10. The Supplier is obliged to inform the Client on any facts and circumstances he learned at execution of the Work and which may affect the Instructions in writing with no delay. In case the Client does not change the Instructions, the Supplier is obliged to proceed according to the original Instructions.

7.11. The Supplier is obliged to notify the Client on inappropriate Instructions for the purposes of performance of the Work and proper execution of Work in writing with no delay, in case the Supplier can identify the inappropriate Instructions with due diligence. He is also obliged to warn the Client in case the Instructions are in violation with the Legal Regulations, technical norms, TRG or Decisions of Respective Authorities and other persons. Otherwise, he shall

be liable for any damages occurred by following the Instructions.

7.12. In case despite of objections of the Supplier against the Instructions the Client will continue to insist on the observance thereof by delivering a written notice to the Supplier within 10 business days from receipt, the Supplier shall observe the Instructions, however, he shall not be held liable for damage caused by following such Instructions.

7.13. The Supplier shall notify the Client always when it is probable that the execution of Work will be delayed or interrupted, when the inappropriate Instruction hinders the proper performance of Work or if the Instructions are not to be issued in the adequate time under the Agreement. Such notification needs to include details on the Instructions, as well as why and till when it needs to be issued and on the nature and scope of the delay or interruption of works.

Continuous Approval of Documentation and Presenting Decisions of Respective Authorities and Other Persons

7.14. The Client is entitled to present comments on the individual documents establishing the Documentation. The Supplier is obliged to provide the Documentation to the Client for approval with enough time for detailed inspection by the Client and subsequent implementation of the Client's comments by the Supplier, not endangering the Work performance deadlines. They shall elaborate a protocol on presenting the Documentation for approval. The Supplier is entitled to present the Documentation to Respective Authorities only after evaluation by the Client and implementing his comments - after signing the report on implementation of Client's comments by the Client.

7.15. The provisions of the previous paragraph apply to any part of the Documentation adequately. For the avoidance of doubt, it is stated that evaluation of the Documentation by the Client under this paragraph does not free the Supplier from his liability for defects of that part of the Work or for defects of the Work as a whole.

7.16. The Supplier is obliged to present the Client with Decisions of the Respective Authorities and other persons, in case he is responsible for ensuring their issue. He is obliged to present them to the Client immediately after issue, scanning them and sending them to the e-mail address of the Authorised Person for Technical Matters of the Client and to present the originals of the Decisions of the Respective Authorities and other persons with no delay, so that the Client is able to evaluate the requirements of the Decisions of the Respective Authorities and other persons and adopt a decision on whether the justified interests of the Client are a reason to file a corrective action and request the decisions to be changed. The Supplier is obliged to proceed in line with the instruction of the Client and in case the Client requests him to file a corrective action, he is responsible to file it in time.

Sub-Suppliers

7.17. Every contract the Supplier concludes with a third party to perform activities under the Agreement are considered an agreement concluded with a sub-supplier.

7.18. Prior to concluding an agreement with a sub-supplier, the Supplier is obliged to obtain a written consent of the

Authorised Person of the Client in Technical Matters. In the written request on approval with concluding an agreement with a sub-supplier, the Supplier shall state the works or specify the part of Work which the Supplier is supposed to execute using the services of a sub-supplier and identify the sub-supplier clearly. The Client shall notify the Supplier on his decision within 10 days from delivery of the written request on approval with concluding an agreement with a sub-supplier. In case the approval is denied, he shall state the respective reasons. The Supplier is obliged to perform installation works on gas equipment (excluding linking works) using own employees, who have

the necessary qualification and competence to perform such works. For the avoidance of doubt, it is stated that a previous written approval of the Client with concluding an agreement with a sub-supplier does not free the Supplier from the responsibility to perform the Work properly and in time, as well as the liability for any damage caused to the Client.

7.19. The agreement with a sub-supplier cannot establish any legal relationships between the sub-supplier and the Client.

7.20. The Supplier is responsible for performance, failure to perform and negligence of his sub-suppliers and their workers as if it was his performance, failure to perform or negligence or that of his workers. Approval of the Client with concluding an agreement with a sub-supplier or concluding it does not free the Supplier from liability or any commitment under the Agreement.

7.21. In case the Client finds out that the sub-supplier is unable to perform his duties, he can demand from the Supplier to provide an immediate replacement of the sub-supplier with specialised competence and experience acceptable for the Client or to start performing the activities under the Agreement himself. For the avoidance of doubt, it is stated that the provisions of paragraphs 7.18. ff and paragraph 7.24. hereof apply adequately.

7.22. The sub-suppliers need to meet all the requirements under the Agreement and/or defined for conclusion of the Agreement by and between the Client and the Supplier.

7.23. The part of performance under the Agreement assigned to a sub-supplier by the Supplier under an agreement, cannot be assigned to a third party by the sub-supplier. The Supplier is obliged to ensure that this ban is included in the agreement with the sub-supplier.

7.24. Every conclusion of an agreement with the sub-supplier or change of the sub-supplier without prior written consent of the Client is considered substantial violation of the contractual obligations by the Supplier.

7.25. The list of sub-suppliers approved in writing by the Client prior to or after the conclusion of the Agreement represents an annex to the Agreement and can be updated without the need to conclude an amendment to the Agreement based on written consent of the Client in line with the previous paragraphs of the Agreement.

7.26. The Supplier is obliged to perform his duties towards his sub-suppliers for the purposes of protecting the good name of the Client.

Other Rights and Responsibilities of the Parties

7.27. The Supplier is obliged to accept performance of other activities under agreements of the Client with other contracting parties on the place of performance of Work and coordinate his works with them.

7.28. The contracting parties are obliged to inform each other on any facts and circumstances which are substantial for performance of Work and fulfilling the obligations of the contracting parties under the Agreement.

7.29. At the same time, the Supplier is obliged to inform the Client on any hidden obstacles at performance of Work with no delay. In case the Supplier gets delayed by the hidden obstacles at performance of Work, he is entitled to prolongation of the Work performance deadlines by procedure under the GTC.

7.30. Supplier's workers need to have the required qualification, be competent in expertise and health to perform the activities they are assigned to and familiarised with the HSE and FP principles under the Legal Regulations.

7.31. The Supplier is also obliged to inform the Client on the drop in his staff and technical capacity which may cause a threat or limitation to performance of his duties under the Agreement, as well as on adopted measurements to prevent such drop.

7.32. Profits made of exploitation/sale of waste as secondary raw material at performance of Work belongs to the Client. The contracting parties shall agree on the procedure of appreciation/sale of waste as secondary raw material. In case the Client authorises the Supplier to hand over the waste to an authorised person and take over the handover document, or document on disposal, the Supplier is obliged to ensure handover of such waste. The document on waste handover or disposal issued by the authorised person needs to contain: business name of the authorised person and Supplier, type and amount of waste, price, way and place of handover/disposal, and date of issue. The Supplier is obliged to hand over such document to the Client with no delay, however, not later than in 3 business days. In case the Client authorises the Supplier to take over the profits, the Supplier is obliged to hand over the profits to the Client with no delay.

7.33. The Client is obliged to provide the Supplier with the necessary cooperation at performance of the Agreement. A written request of the Supplier requesting the cooperation of the Client needs to include the scope and subject of the cooperation. The Client is obliged to provide the Supplier with powers of attorney, approvals etc. necessary for the Supplier to get the necessary permits, licences or approvals under the Legal Regulations, Decisions of Respective Authorities etc., which the Supplier is required to obtain under the Agreement, if requested. The Supplier is obliged to request such powers of attorney, approvals etc. in time, at least 10 business days in advance, in writing. Otherwise, he is responsible for any damages occurred.

7.34. When performing under the Agreement, the Supplier is obliged to proceed so that there is no damage to the property or life or health of the Client, his workers and/or third persons, or the environment. He is liable for any damage caused by his activity in full, including damaging the underground and ground services and lines, green vegetation, paved surfaces etc..

7.35. In case an emergency situation occurs at performance of Work (which is especially a situation causing a threat of damage to life, health or property or causing such), the Supplier is obliged to handle and solve it immediately. The Supplier shall negotiate the reimbursement of the related costs with the Client, taking into account whether the situation could have been prevented and whether it was caused by the Supplier or Client. In no case shall the Client reimburse the Supplier for costs related to emergency situations caused by inadequate work or violation of Supplier's obligations under the Agreement.

7.36. The Supplier is obliged to respect the copyrights, other intellectual property or industrial property rights to data, documents, certificates, information, objects, materials, Technological Equipment etc. provided by the Client to perform the Work.

7.37. The Supplier can take the data, documents, certificates, information, objects, materials, equipment etc. belonging to the Client out of the buildings of the Client only with explicit approval of the Client.

7.38. The Supplier is obliged to perform his activities for the Client only in a way avoiding danger, damage or destruction of the equipment containing information assets (i.e. especially data, documents, information, systems, media, applications, hardware, network and other parts of IT systems supporting operation and processing of

information) or unexpected limitation and/or interruption of their operation.

7.39. The Client is obliged to familiarise the Supplier on the requested security requirements and procedures at work with information assets. The Supplier shall confirm that provably, agreeing to follow the requirements.

7.40. The Supplier is obliged to return the data, documents, certificates, information, objects, material, equipment etc. (except the objects, materials and/or equipment provided by the Client to perform the Work, unless the Agreement stipulates otherwise, with the exception of rescission from the Agreement, in case the return of the objects, materials and/or Technological Equipment is possible) provided by the Client in relation to the Agreement immediately after:

- a) the Supplier finishes the activity for which they were provided;
- b) the Supplier completes the Work under the Agreement;
- c) the Agreement is rescinded from or the validity or effectiveness of the Agreement is terminated; or
- d) the Client requests it;

or to destroy them in line with the Legal Regulations, in case it is possible based on their nature or upon agreement of the contracting parties.

7.41. The Client is entitled to authorise a third person to execute any rights and responsibilities of the Client under the Agreement, with the person being authorised to state his or her mailing data under the Agreement without a necessity to conclude a written amendment.

7.42. The Supplier declares to the Client that he will perform his duties towards his workers and any third persons participating in performance of the Work properly. A violation of this provisions is considered substantial violation of the contractual duties of the Supplier.

Agreement Performance Inspection

7.43. The Client is entitled to perform continuous inspections of performance of Work and the Supplier is obliged to cooperate with the Client for this purpose fully. Failure to eliminate the defects to performance of Work in an adequate period of time provided by the Client is considered Supplier's substantial violation of contractual obligations.

7.44. The Supplier is obliged to ask the Client in writing to perform an inspection of all works which need to be covered or will become inaccessible over the course of construction, or works which will lead to significant objects, materials and/or equipment to become part of the object (Work) or works for which the Client reserved the right to perform inspections (in the Construction Log), at least 2 business days in advance. In case the Supplier fails to fulfill his obligation under the first sentence of this paragraph, he shall be obliged to enable the Client to perform additional inspection and bear the related costs. In case the Client fails to attend the inspection to which he was dully invited and does not excuse himself in advance, agreeing on a different date of inspection, the Supplier can continue in execution of the Work. In case the Client requests subsequent uncovering of the works of which he failed to attend the inspection to which he was dully invited and does not excuse himself in advance, agreeing on a different date of inspection, the Supplier is obliged to allow such subsequent inspection. In case the Supplier gets in delay with such uncovering of works, the Supplier shall notify the Client. The Supplier is entitled to Work performance deadline prolongation by the procedure under the GTS. The Client also bears the related costs, except the case when it is found out at subsequent inspection that the works have been performed in violation of the Agreement.

7.45. The Supplier is also obliged to inform the Client in writing on status/condition of construction of the Work at any time over the performance of Work.

Audit

7.46. Upon written request of the Client, the Supplier is obliged to allow the authorised persons of the Client to perform an audit (including a repeated audit) over the performance under the Agreement, even after the completion of performance in the procedure of supplier evaluation in its buildings, workplaces, as well as other places which are relevant to performance under the Agreement, focusing mainly, but not exclusively, on following the procedures used at performance of Work (especially, but not exclusively the technological procedures, welding procedures etc.), environmental impacts, HSE, FP, or evaluation whether the Supplier used the objects, materials, and/or equipment meeting the conditions under the Agreement. The Client is entitled to perform a similar audit also at the Supplier's sub-suppliers. The Supplier is obliged to bind the sub-suppliers by contract to allow the Client or the authorised persons to perform the audit in the scope defined in the Agreement. Failure to allow performing the audit at the Supplier or his sub-suppliers is considered substantial violation of the contractual obligations of the Supplier.

7.47. The results of the audit shall be discussed with the Supplier or the sub-supplier, with elaboration of a protocol.

7.48. In case of identification of defects at the Supplier and/or sub-supplier, the Client is entitled to provide the Supplier with an adequate period of time to eliminated the identified defects/implement corrective measurements and the Supplier is obliged to eliminate/implement them.

7.49. The Supplier is obliged to inform the Client in writing on elimination of the identified defects and/or implementation of corrective measurements. The Client reserves the right to verify the information and compliance of the Supplier to his duties under the previous paragraph in an audit. Failure to fulfill the Supplier's obligations under the previous paragraph are considered substantial violation of the contractual obligations of the Supplier.

Prohibition of Illegal Employment and Other Obligations

7.50. The Supplier is obliged not to violate the prohibition of illegal employment. In case the Supplier provides the performance under the Agreement or any of its part via an employment relationship, he undertakes to do so only with persons which are in proper labour relationship with him, meeting all the criteria for their employment and at the same time, using persons which have all their duties in terms of social and health insurance (including obligatory insurance) of the employees fulfilled, under the Legal Regulations and legal order of the country, in which the Supplier resides.

7.51. The Supplier is obliged to provide certificates and personal data of natural persons, which perform the Agreement or its part as his employees upon request of the Client with no delay, not later than in 3 business days, to document the proper fulfillment of the duties under paragraph 7.50. hereto. The certificates under the previous sentence are especially, but not exclusively, document proving the establishment of a labour relationship and meeting the notification duties in terms of social and health insurance obligations, as well as tax payments.

7.52. The duties under the paragraph 7.50. hereto may be subject to the Audit by the Client.

7.53. Violation of the duties under the provision of paragraphs 7.50. and 7.51. hereto by the Supplier is considered substantial violation of the Agreement, allowing the Client to rescind from the Agreement.

7.54. The Supplier is obliged to reimburse the Client for any damages caused to him in relation with sanction by any Respective Authority for violation of the duties of the Supplier under provisions of paragraph 7.50. hereto, also in the form of an invoice, which is due within 14 days after its receipt by the Supplier. The obligation to pay the damage under the previous sentence relates also to cases of sanctions imposed on the Client for violation of the duties of the Client to refuse the service or performance provided in violation of provisions of paragraph 7.50. hereto, irrespective of the Supplier fulfilling his duties under the provisions of paragraph 7.51. hereto.

VIII. Special Provisions Related to Constructions

Construction Site

8.1. Construction Site is the area, on which the built-up Construction will stand, based on the Project Documentation,

Agreement (Call/Request/Partial Agreement) and/or Materials. The Supplier shall perform the inspection of the Construction Site if requested by the Agreement, without the Client.

8.2. The Client shall notify the Supplier on handover of the Construction Site at least 1 business day in advance, unless the Agreement and/or nature of the performed Work does not stipulate otherwise.

8.3. The Client shall provide all the information on the available hydrologic, geologic, and deposit conditions of the Construction Site to the Supplier, including the ecological aspects, except the data on routes of underground services. The Supplier is responsible for the interpretation, verification and amendment of the data. The Supplier shall get the data on routes of underground services himself, except the data on gas equipment routes, which shall be provided by the Client. The Supplier is obliged to ask the Client for marking the gas equipment routes in advance to make sure the Work is performed within the deadlines agreed on in the Agreement.

8.4. The Supplier declares that he has obtained all the information necessary related to risks, unforeseeable circumstances and other circumstances related to the Construction Site which can affect the orderly and timely performance of Work under the Agreement. The Supplier declares that he has inspected and checked the Construction Site, its surroundings, the data listed above and other relevant information and was aware of their completeness and correctness prior to signing the Agreement, in terms of all important information and matters, including (but not limited to):

i. the shape and properties of the Construction Site, incl. geographical conditions;

ii. hydrologic, geologic, deposit and climate conditions;

iii. scope and type of works and equipment necessary for execution and completion of Work and elimination of all defects;

iv. Legal Regulations, technical norms, TRG, procedures and work practice; and

v. his requirements in terms of access to the Construction Site, workers, power, transportation, water, and other services.

8.5. The Supplier is obliged to verify the relevance, veracity, correctness and completeness of all provided data and information related to the Construction Site with due diligence and ensure obtaining all necessary data and information, in case the Client does not have them. The Client is not responsible for the correctness, accuracy, completeness and sufficiency of the data and information obtained by the Supplier.

8.6. The Client is not obliged to ensure building preparedness of the Construction Site.

8.7. In case the Legal Regulation require it for the Construction, the Supplier is obliged to mark out the Construction Site. The Supplier shall be responsible for correct placement of all parts of the Construction.

8.8. The Supplier is obliged to ensure that during the performance of works, his responsible representative (building engineer) is on the Construction Site.

8.9. Not later than on the day of start of the works on the Construction Site, the Supplier is obliged to notify the Client in writing about his responsible representative (building engineer) with his contact data.

8.10. The Supplier declares that in terms of adequacy and availability of the access roads to the Construction Site, they meet his needs for ensuring performance of the Work and he got familiarised with them prior to signing the Agreement. The Supplier shall make adequate efforts to prevent damage to any pieces of real estate, roads, bridges or other infrastructure by traffic of the Supplier or his workers. This effort includes using suitable vehicles and routes. The Supplier shall build temporary access roads. For the avoidance of doubt, it is stated that the costs for their construction and removal are part of the Price of Work and used objects/material and/or equipment are not part of the Work.

8.11. The Supplier is responsible for cleaning the access roads after the use and pollution of the access roads by the Supplier or his workers.

8.12. The Supplier shall provide all the necessary traffic signs or other signs on the access roads and/or the Construction Site, ensure their placement and maintenance, and obtain all permits required by the Respective Authorities to allow him to use roads and/or place traffic signs, unless the Client informs him in writing that he will provide the traffic organisation project and the traffic sign project.

8.13. The Client shall not be liable for any claims related to use of access roads by the Supplier. The Client is not responsible for the appropriateness and availability of the access roads. The costs related to inappropriateness, insufficiency or unavailability of the access roads (to be used) by the Supplier shall be borne by the Supplier. The Supplier is obliged to ensure that the Client does not suffer any damage or harm due to the claim filed as a result or in relationship with using the access roads to the Construction Site by the Supplier. In such case, the Supplier is obliged to reimburse the Client for any related damage.

8.14. The Supplier shall ensure all the equipment he needs on his risk and costs, including any devices, tools, machinery etc. and its transportation to the Construction Site and out of it, which may be necessary for the purposes of execution of Work.

8.15. The Supplier is responsible for restricting the access of unauthorised persons to the Construction Site and at the places where this is objectively impossible the Supplier is responsible to take safety measures, all as requested by Legal Regulations, Decisions of Respective Authorities and other persons, or Instructions of the Client, during the whole performance of Work. The authorised persons are only workers of the Supplier, Client, Respective Authorities authorised to enter Construction Sites and monitor the methods and progress of performance of Work under Legal Regulations, as well as other persons announced to the Supplier by the Client or authorised persons of other suppliers of the Client on the Construction Site, access of which is granted.

8.16. At latest on the day of issue of the last Takeover Protocol or Takeover Protocol on takeover of the Work as a whole, the Supplier shall remove all his equipment from the Construction Site, as well as excessive material, debris, construction waste, and temporary objects, constructions and equipment. The Supplier shall return the Construction Site in the condition required by the Agreement, Decisions of the Respective Authorities and other persons (return the Construction Site in its original condition and perform terrain and surface adjustments in full compliance with the Agreement, Instructions of the Client and Decisions of the Respective Authorities and other persons) and leave the Construction Site in clean and safe condition. The Supplier is entitled to leave his material and equipment on the place defined by the Client, which is necessary to perform the Supplier's duties under the Agreement.

8.17. The Supplier is obliged to keep one copy of the documents representing a part of the Materials and/or Documents necessary under Section 43 (i) of the Building Act and other Legal Regulations on the Construction Site over the building of the Construction. The Supplier is obliged to ensure that all the other documents which represent a part of the Agreement and Documentation are available for inspection by the Client with no delay after the Client's request. All other Work related documents in originals or copies need to be available for inspection of the Respective Authorities, which are authorised to do so under the Legal Regulations. The Construction Log maintained by the Supplier needs to be available, too. The Respective Authorities are entitled to write in it.

8.18. In terms of fossils, coins, valuable or antique objects and other remains or objects of geological and archaeological importance found on the Construction Site, the Supplier is obliged to proceed in line with the Legal Regulations, and implement adequate security measurements to prevent theft or damage of the finds.

8.19. The Supplier shall notify the Client on the finds immediately. In case the Supplier is delayed due to finds on the Construction Site, he shall notify the Client. The Supplier is eligible to prolongation of the Work performance deadlines by the procedure under the GTC.

8.20. At execution of the Construction, the Supplier is obliged to follow all his responsibilities under the Legal Regulations, maintain the Construction Site and its surrounding and access roads clean and in order, maintain night peace (unless the Decisions of the Respective Authorities and other persons stipulate otherwise). He is fully responsible for expert treatment and protection of the green vegetation on the Construction Site, FP, HSE equipping all the persons on the Construction Site with PPE with clear label of the company of the Supplier or sub-supplier, environmental protection on the Construction Site under the Legal Regulations (especially, but not exclusively in line with Decree No. 147/2013 Coll. on details on ensuring safety and health protection at construction works and related works and details on qualification to perform certain professions, as amended), as well as Decisions of the Respective Authorities and other persons, the respective technical standards, TRG, business habits and internal regulations of the Client, with which he was provably familiarised by the Client (unless they are in violation of the Legal Regulations), which apply to the activities performed by the Supplier under the Agreement.

Construction Log

8.21. The Supplier is obliged to maintain a Construction Log in the Slovak language till the handover of the Construction Site pursuant to the Building Act. The maintenance and contents of the Construction Log need to meet the requirements of the Legal Regulations. Every day, there need to be data on progress of the Construction or any circumstances important for performance of Work be signed in, especially, but not exclusively, the data on deviations from the Decisions of the Respective Authorities and other persons, data on weather, number of workers of the Supplier on the Construction Site, data on interruption and progress of the Construction at the moment of interruption, performed changes, evaluation of following the schedule, reports allowing identification of workers of the Supplier and used equipment, as well as other relevant facts which can have an impact on performance of works and the quality of Work and can be important for following the responsibilities under the Agreement. The Supplier shall ensure that the sub-suppliers maintain or ensure maintenance of the Construction Log under this paragraph, too.

8.22. Persons authorised to make entries in the Construction Log are mainly the Supplier (building engineer or an authorised person), the Client (or the Authorised person of the Client on Technical Matters, Technical Supervisor etc.), project architect assigned with expert author supervision, the persons processing the Execution Documentation, workers of the Respective Authorities authorised to do so under Legal Regulations (e.g. the person executing state building supervision), as well as the geodesist and map drawer of the Construction. The Construction Log needs to be available for inspection to the Client and the Respective Authorities at any time.

8.23. Any records, remarks, announcement, calls etc. written into the Construction Log by the authorised persons will not overrule the provisions of the Agreement or acts presumed by the Agreement.

IX. Tax Requirements

9.1. General Provisions

i. When settling their tax requirements, the contracting parties shall proceed in line with the Legal Regulations, excluding the option of taking over the tax responsibilities of a business partner.

ii. The contracting parties undertake to respect any legislative changes in the legal system of the SR related to taxes (e.g. tax rate, change of tax collection method etc.) which shall affect the Agreement and they will respect their application over the period of their validity. The Supplier is obliged to consult any changes in his tax duties towards the SR with the Client immediately and if requested, present all the documents necessary for settling his tax duties to the Client.

iii. Over the duration of the Agreement, the Supplier is obliged to inform the Client in writing about termination of the VAT taxpayer registration and/or its date or date of change in the VAT-No. with providing the new number, immediately after the change.

iv. The Supplier is obliged to inform the Client on start/termination of applying special taxation procedure at

accepting payment for delivery of goods or service under the provisions of Section 68d of the VAT Act within 3 days by a message sent to dph@spp-distribucia.sk. Should the Supplier fail to notify the Client and consequently should a tax authority charge the Client with a penalty in respect of late payment of the tax under the Act No. 563/2009 Coll. on Tax Administration (Tax Code), as amended, the Supplier shall reimburse the Client in the amount equal to the charged penalty within 14 days of receipt of the Client's request, with the Client being entitled to issue an invoice for the penalty.

v. The Supplier as a VAT payer pursuant to VAT Act, is obliged to notify immediately the Client of a change in bank accounts notified to the Financial Directorate of the Slovak Republic, i.e. bank account withdrawal or registration of a bank account in the case of bank accounts to which the payment of invoices issued by the Supplier shall be made.

9.2. VAT Guarantee

The provisions of this paragraph apply in the case of VAT Guarantee under provisions of § 69b in connection with provisions of § 69 (14) c) of the VAT Act.

i. Supplier as a supplier who is a VAT payer pursuant to VAT Act declares that on the day of concluding the Contract he notified the bank accounts specified in the Contract and the bank accounts that will be stated on the invoices to the Financial Directorate of the Slovak Republic in accordance with provisions of § 6 of the VAT Act.

ii. If the tax authority imposes an obligation on the Client as guarantor to pay unpaid VAT by the Supplier (hereinafter referred to as "Unpaid VAT"), the Client shall notify the Supplier of this fact. The Supplier is obliged to provide the Client without delay, but no later than within 3 days from the date of delivery of the Client's notification pursuant to the previous sentence, with all information and documents based on which appeal against the decision imposing an obligation on the Client as a guarantor to pay Unpaid VAT to the tax authority may be filed. In this case, communication between the contracting parties may be carried out by e-mail to the Client's address specified in the Contract and the Client's address dph@spp-distribucia.sk, while each of the contracting parties is obliged to confirm receipt of the message to the other contracting party upon request. The Supplier is obliged to provide documents enabling submitting an appeal against the decision imposing an obligation on the Client as a guarantor to pay Unpaid VAT to the tax authority in the original or in a notarized copy. The Client is entitled, but not obliged, to file any appeals against the decision of the tax authority, which will require the Client as guarantor to pay the Unpaid VAT. In the event of the Client's decision to file an appeal, the Supplier is obliged to provide the Client with full cooperation.

iii. If the tax authority imposes on the Client as guarantor an obligation to pay Unpaid VAT, the Client is entitled to use any unpaid Price of Work to pay the Unpaid VAT, as well as unpaid amounts from other invoices issued by the Supplier to the Client, including those issued on the basis of other contracts concluded between the Client and the Supplier. The Client will inform the Supplier about the use of the relevant unpaid amount from the Price of Work / other invoices for payment of Unpaid VAT. The Supplier is not entitled to the payment of the unpaid Price of Work / Price from other invoices / contracts used by the Client under this clause 9.2.

of the GTC. The Client is entitled to proceed in accordance with this paragraph of the GTC regardless of the execution of notifications under this paragraph of the GTC against the Supplier.

iv. If the Client as guarantor pays the Unpaid VAT to the tax authority and for any reason it is not possible, appropriate or sufficient for the Client to use the unpaid amount from the Price of Work / other invoices, the Client shall have a claim against the Supplier in the amount of such VAT paid (hereinafter referred to as the "Debt"). The Client will inform the Supplier about the payment of VAT as guarantor without the use of the unpaid amount from the Price of Work / other invoices. The Debt becomes due on the day following the day on which the VAT paid is debited from the Client's bank account. The Client is entitled to offset unilaterally the Debt against any receivable or receivables of the Supplier against the Client, regardless of whether they are due or undue. For the avoidance of doubt, the Supplier is not entitled to offset unilaterally the unpaid amount from the Price of Work / other invoices against the Debt or against any other receivables of the Client against the Supplier and the Supplier is also not entitled to assign a receivable consisting of the unpaid amount of the Price of Work / other invoices to third party without the prior written consent of the Client.

v. The provisions of this paragraph 9.2. of the GTC prevail over any deviating provisions of the Contract and remain in the event of termination of the Contract, hereby the Contracting Parties exclude in relation to this clause 9.2. GTC applicability of the provisions of § 273 (2) of the Commercial Code, as well as the provisions of paragraph 1.2. of these GTC. The Contracting Parties expressly exclude the Supplier's right as a debtor pursuant to the provisions of § 309 of the Commercial Code to raise objections against the Client as guarantor, if the Client as guarantor pays Unpaid VAT without the Supplier's knowledge. For the avoidance of doubt the provisions of this paragraph 9.2. of the GTC apply to the regulation of rights and obligations in the case that entities are registered as Payers pursuant VAT Act, regardless of whether it is a foreign or domestic entity.

vi. The Client has the right for compensation for any damage caused to him as a guarantor for the VAT payable by the Supplier.

9.3. Special Tax Requirements for Agreements with International Businesses

i. The provisions of the paragraph 9.3. apply to the rights and responsibilities of the contracting parties only if the agreement between them is an Agreement with International Businesses. For the purposes of the GTC, the Agreement with International Businesses is an agreement, where the Supplier is a foreign company.

ii. For the purposes of the GTC, a foreign company is a natural person or a legal entity or other organisation with legal subjectivity, with residence or registered seat out of the territory of the SR.

iii. At settling their tax duties under the Agreement with International Businesses, the contracting parties shall proceed according to the legal regulations of the state where they reside and in line with the valid international legal standards, excluding the option to take over the taxation duty of a business partner.

iv. The foreign company shall present the Client with a copy of the certificate on tax domicile (residence) from the tax (financial) office if requested.

v. At signature of the Agreement, the foreign company shall present the Client with a statutory declaration on whether he has or has not a permanent operation site on the territory of the SR under the Legal Regulations or international agreement, as well as a declaration on having an operation site on the territory of the SR for the purposes of the VAT Act valid in the SR. In case the foreign company has a permanent operation site on the territory of the SR for the purposes of VAT, the statutory declaration shall also include whether the subject of the Agreement shall be executed via this site. In case the foreign company opens a permanent operation site on the territory of the SR after signing the Agreement, he is obliged to inform the Client on such situation with no delay.

vi. In case the foreign company is a resident of the EU Member State or a taxpayer of a state which is a member of the EEC and has a permanent operation site on the territory of the SR, he shall present the Client with the Declaration that he is subject to taxation on the territory of the EU Member State for the income from the source on the territory, as well as off the territory of the EU Member State, with the foreign company not being considered a taxpayer with unlimited taxation duties on the territory of the SR.

vii. In case the foreign company is not a EU Member State resident or a taxpayer of a EEC member state and has a permanent operation site on the territory of the SR, he shall present the Client with a certified copy of the tax registration certificate for income tax on the territory of the SR, as well as the effective decisions of the respective tax authority on paying advance payments for the tax according to the income tax act (valid in the SR). Based on receiving the certificates above, the Client shall not deduct the amount by the tax to withhold, or will proceed according to the decision of the respective tax authority.

viii. In case the foreign company has a permanent operation site on the territory of the SR and does not present the decision of the respective tax authority on paying advance payments for the tax according to the previous paragraph, the Client shall deduct the amount by the tax to withhold for the performance under the Agreement according to the income tax act (valid in the SR) or international agreement which overrules the act, on the day of payment. In case the foreign company pays advance payments on income tax, but the tax authority decided differently on advance payments, the Client shall proceed in line with the decision.

ix. In case the foreign company is a registered VAT taxpayer on the territory of the SR or has a permanent operation site on the territory of the SR for VAT purposes and the site is a VAT taxpayer and will execute the subject of Agreement via the site under the VAT number assigned in the SR, at signing the Agreement, he shall present the Client with a copy of certificate on registration as VAT taxpayer, too. In case the foreign company is a registered VAT taxpayer in a different country and will perform the subject of the Agreement as the VAT taxpayer registered with a different country (with a VAT number assigned by the country), he shall present the Client with a copy of certificate on registration as VAT taxpayer in the country registering him (assigning the VAT number, under which he shall perform the subject of the Agreement), too.

x. In case the foreign company opens a permanent operation site on the territory of the SR after signing the Agreement, failing to inform the Client in line with the Agreement, the foreign company undertakes to reimburse the Client for any taxes, fines and interests occurring due to failure to deduct the advance payment to withhold the tax. In case the failure to deduct the amount was caused by violation of notification or other duty of the foreign company against the Client, the Client may request higher reimbursement not sooner than on the day of receipt of the decision of the respective tax authority to the Client.

xi. If due to any reason, the tax authority returns the deducted and paid tax advance to the Supplier via the taxpayer, i.e. the Client, the amount shall be paid to the bank account of the foreign company in the amount and currency defined in the decision of the respective tax authority, however, in the maximum amount of the tax deducted in the foreign currency.

xii. The Client undertakes to present the foreign company with all the materials necessary to settle its tax duties if requested.

xiii. The Supplier is aware of the Client's obligation to notify the competent tax authority of the conclusion of a contract with a taxpayer domiciled abroad, based on which to taxpayer domiciled abroad may incur a permanent establishment or tax liability of employees or persons working for him in the territory of the Slovak Republic.

X. Transaction of Ownership Rights and Risk of Damage

10.1. The Supplier declares that as of the day of implementation/delivery under the Agreement, he is owner of objects and materials to be used for the Work, as well as Technological Equipment, as is entitled to use it and they are not burdened with claims of third parties.

10.2. In case the Work is being completed at the Client or in the building which the Client owns or has a right to it, the Client is owner of the constructed object (Work). The Client is also the owner of objects and materials which have become parts of the Work, as well as those which are delivered by the Supplier under Agreement.

10.3. The risk of damage to the Work, as well as all objects and materials used to construct the Work and those delivered by the Supplier under the Agreement, shall be borne by the Supplier till the moment of confirmed handover and takeover of the Work or its part which is qualified for separate takeover by the Client under the Agreement or a written agreement of the contracting parties.

XI. Certain Provisions Relating to Defects Liability

11.1. The Supplier is liable for any damage to the Work in the moment of damage risk transfer to the Client (handover of the Service), even in case if the damage appears only after the takeover (hidden defects).

11.2. The Supplier is liable for any flaws and defects caused by improper use, operation and maintenance of Work or its use in violation with the guarantee terms, manual of use or other documents delivered by the Supplier or the common way of use. The Supplier is also liable for any damage, other than common wear of the Work, occurring on the Work also after the moment defined above, in case the defect occurs in

relation with the procedure of the Client (e.g. defects caused by damage to the Work by the Client, his employees or other parties, or as a result of actions of the Client, his employees or other parties) in full compliance with the guarantee terms, manual of use or other documents delivered by the Supplier or the common way of use.

11.3. The warranty period for the Work is 60 months, in case the Work consists mainly of building the Construction or elaboration of Documentation, and 24 months in other cases, unless the Agreement stipulates otherwise (hereinafter referred to as the "Warranty" or "Quality Guarantee") and starts on the day of signed handover and takeover of the Work or its part, which is qualified for separate takeover under the Agreement or written agreement of the contracting parties.

11.4. In case the warranty period is set by the manufacturer of objects, materials and/or equipment used to complete the Work or set by Legal Regulations and is longer than the Warranty in the Agreement, the longer guarantee period overrules.

11.5. In case the Supplier has issued and filled in the warranty certificate, the period or warranty certificate overrules the provisions of the Agreement, in case they provide the Client with bigger scope of guarantee protection and warranty settlement from the Supplier.

11.6. In case there are defects to the Work or part of the Work, the Client shall notify the Supplier in writing (hereinafter referred to as the "Defect Notification") together with a brief description of the defects.

11.7. The Client shall state the claim and adequate period of time for the Supplier to provide the selected warranty settlement related to the claim:

- a) in the Defect Notification; or
- b) in writing within 10 business days from sending the notification to the Supplier, or from evaluation of the character of the defect by the Supplier, in case the cooperation of the Supplier is necessary for the evaluation.

11.8. The Parties agreed that the Supplier shall provide the Client with the selected warranty settlement.

11.9. The Supplier undertakes to start eliminating the defects of the Work with no delay after Defect Notification by the Client and to eliminate them as soon as possible after the date of Defect Notification by the Client. In case of defects that may limit or prevent the operation of the Client, pose a risk to the safety, health or environment or cause damage to property of the Client, the Client shall have the right to take all necessary actions aimed at averting the damage and/or defect at the cost of the Supplier and the Supplier shall provide the Client with all necessary assistance, if so requested by the Client and take other measures necessary to eliminate the defects immediately upon Defect Notification delivered by the Client. The Parties shall draw a special defects remedy report. Upon remedy, the Supplier shall prepare a summary of steps taken in this regard. For the avoidance of doubt, it is stated that if needed, the Supplier is obliged to ensure elaboration of the inspection report and all other steps necessary to make sure the Work can be used properly.

11.10. In case after the selection of claim by the Client, it is proven that:

- a) damage to the Work or its part are irreparable;
- b) there are inadequate costs related to elimination of the defects;
- c) elimination of the defects requires inadequate amount of cooperation of the Client; or
- d) the elimination of defects is possible only after a long period of time,

the Supplier is obliged to inform the Client on such circumstances in writing and the Client is entitled to:

- a) request a discount from the Price of Work;
- b) rescind from the Agreement and this even in the case if he has not informed the Supplier on his intention to rescind from the Agreement in the Defect Notification or in the notification on claim selection; or
- c) demand substitute performance or its part which the Supplier is obliged to deliver in the adequate period of time set by the Client after the notification of the Client for substitute performance is delivered.

11.11. In case the Supplier does not eliminate the defects of the Work in the adequate period of time given by the Client in writing or notify the Client in writing prior to the deadline that he cannot eliminate the defects, the Client is entitled to:

- a) rescind from the Agreement and this even in the case if he has not informed the Supplier on his intention to rescind from the Agreement in the Defect Notification or in the notification on claim selection;
- b) demand an adequate discount of the Price of Work; or
- c) eliminate the defect himself or get it eliminated by a third party and demand cost reimbursement of such action in full from the Supplier; in such case, the Client is entitled to use the money withheld to pay the costs under the provisions of the Agreement.

11.12. In case the Client requests a discount from the Price of Work under the Agreement, when selecting the discount rate, the importance of the Work for the economic or business activity of the Client shall be taken into account.

11.13. Application of claims against defects of the Work under this paragraph shall not prejudice other rights of the Client specified in this Agreement or right of the Client to compensation for damages or contractual penalty.

11.14. The Supplier is obliged to compensate the Client for any costs spent in relation with the defect (identification, verification), costs occurred at providing cooperation to the Supplier at elimination of defects, as well as costs which needed to be spent due to provisions of safe operation of the equipment of the Client and/or averting the threat of damage to life, health, environment or property of the Client, with the compensation claim able to be applied also in the form of an invoice due within 14 days after the Client delivers it to the Supplier.

11.15. Until the defect is eliminated, the Client is not obliged to pay the part of the Price of Work which would represent his entitlement for discount, in case the defect cannot be eliminated.

11.16. The Client can deduct the Price of Work by the discount under the previous paragraph.

11.17. In case the Client has already paid the Price of Work or its part, the Client is entitled to:

a) return of the Price of Work up to the amount of the applied discount; or

b) offset of the claim for discount from the Price of Work.

11.18. In cases under the previous paragraph of the Agreement, the Supplier is obliged to issue and deliver an invoice to rectify the VAT base to the benefit of the Client within 7 days from delivery of the written request of the Client (with the client specifying the discount rate), in case the defect is detected, only after the issue and performance of Work.

11.19. The Client may apply the discount prior to paying the Price of Work by the written call of the Supplier. In such cases, the Supplier is obliged to issue and deliver an invoice for the discount and to rectify the VAT base to the benefit of the Client within 7 days from delivery of the written request of the Client (with the client specifying the discount rate).

11.20. In case the Work or its part or the objects, materials and equipment the Client bought from third parties are covered by warranty from third parties, the Supplier is obliged to inform the Client on all circumstances having impact on defect related claims of such Work or its part or the objects, materials and equipment; he is especially obliged to inform the Client on the day on which the warranty period expires. For the avoidance of doubt, it is stated that the warranty period cannot be shorter than the warranty agreed on by the contracting parties in the Agreement. Such defects, as well as material and other production defects shall be claimed by the Client directly at the Supplier. For the avoidance of doubt, it is stated that this does not affect the rights of the Client to apply claims for Work defects directly at the Supplier and the Supplier is directly liable for any Work defects. In case that the Client agrees to apply liability claims for defects directly with the third party, the Supplier is obliged to hand over all the third party documents necessary to be presented at such claims to the Client if requested.

11.21. Upon request of the Client, the Supplier is obliged to eliminate the Work defects, despite not accepting being responsible for them.

11.22. In case the Supplier does not eliminate the defects upon request of the Client/based on Defect Notification/in the period of time defined in the Takeover Protocol, the Client is entitled to eliminate the defects himself or get it eliminated by a third party and demand cost reimbursement of such action in full from the Supplier; in such case, the Client is entitled to use the money withheld to pay the costs under the provisions of the Agreement. In disputed cases, all the costs related to elimination of defects are borne by the Supplier, till the contracting parties agree or till the decision on justification of the claim on defects by an objective party, on which the contracting parties agree, or till the decision of the court.

11.23. In case of General Agreements, with defects identified at/after Work handover, the Supplier is obliged to adopt corrective and preventive actions to prevent such or similar defects at performance of other Partial Agreements. This provision applies also in case that the defect was caused by a sub-supplier of the Supplier.

XII. Contractual Penalties

12.1. In case of delay in performance of financial obligations, the creditor shall have the right to charge interest on arrears amounting to 0.02% of the outstanding amount for each day of delay.

12.2. In case of delay with delivering the Work, or its part qualified for separate takeover under the Agreement or written agreement of the contracting parties (including delay in delivery of documents related to the Work), the Client may claim the contractual penalty of 0.2% of the Price of Work or its part corresponding with the performance part for every day of delay (even started) from the Supplier, also in the form of invoice due within 14 days from its delivery to the Supplier.

12.3. In case the Supplier violates his responsibilities under the Agreement on protection of Confidential Information (incl. trade secret and personal data) and provisions of paragraphs 7.33. to 7.36. hereof, the Client may claim the contractual penalty of EUR 10,000 for each case of violation separately from the Supplier, also in the form of invoice due within 14 days from its delivery to the Supplier.

12.4. In case the Supplier does not provide warranty settlement or does not satisfy the demands of the Client from the Work Defects properly and in time, the Client can claim contractual penalty in the amount of 3% of the Price of Work for every day of delay (even started one) and for each defect separately from the Supplier, also in the form of invoice due within 14 days from its delivery to the Supplier.

12.5. In case the Supplier violates his responsibilities under the Agreement on HSE, FP and environmental protection, the Client may claim the contractual penalty of EUR 1,000 for each case of violation separately from the Supplier, also in the form of invoice due within 14 days from its delivery to the Supplier.

12.6. In case the Supplier violates his responsibilities under the paragraph 7.50. hereof, the Client may claim the contractual penalty of EUR 3,300 for each case of violation separately from the Supplier, also in the form of invoice due within 14 days from its delivery to the Supplier. For the avoidance of doubt, it is stated that the individual case of violation of responsibilities under the previous sentence is failure to fulfill the responsibilities towards a natural person through which the performance of the Agreement or its part is executed.

12.7. In case the Supplier is in delay with proper and timely fulfillment of his responsibilities under the paragraph 7.51. hereof, the Client may claim the contractual penalty of EUR 330 for each day of delay (even started one) and each case of violation separately from the Supplier, also in the form of invoice due within 14 days from its delivery to the Supplier. For the avoidance of doubt, it is stated that the individual case of violation of responsibilities means failure to fulfill the responsibilities upon request of the Client towards a natural

person through which the performance of the Agreement or its part is executed.

12.8. For the avoidance of doubt, it is stated that for the purposes of calculating contractual penalties, the Price of Work shall mean the Price of Work excluding VAT.

12.9. Application of the right to contractual penalties under the GTC and/or Agreement shall not prejudice the right of the Client for damages suffered from the breach covered by the contractual penalties in the full amount. Application of the right to contractual penalties under this Article shall also not prejudice the right of the Client arising from defects of the Work and other rights of the Client arising from the Agreement.

12.10. In case the Client is entitled to contractual penalty paid by the Supplier for failure to fulfill his responsibilities under the provisions of the GTC and/or the Agreement, the Client maintains the right for payment of each of the contractual penalties, irrespective of whether a contractual penalty

for the same responsibility violation was already claimed under a different provision of the GTC and/or Agreement.

12.11. For the avoidance of doubt, it is stated that in relation to the damage compensation claim, the Client may apply his damage reimbursement claim with the Supplier for damages occurred after a Respective Authority imposes a fine on it for violation of a responsibility of the Supplier under the Agreement, also in the form of invoice due within 14 days from its delivery to the Supplier.

XIII. Protection of Confidential Information and/or Personal Data

13.1. The subject of protection under the Agreement are all and any data, information, materials, drawings, knowledge, documents, certificates and other business or technical information, irrespective of their recording method:

a) which relate to the Agreement and its performance (especially the Agreement, information on rights and responsibilities of the contracting parties, as well as information on the Price of Work);

b) which relate to the contracting party (especially information on its activities, structure, economic results, all contracts, financial, statistical and accounting information, information on its property, assets and liabilities, claims and debts, information on its technical and program equipment, know-how, evaluation studies and reports, business strategies and plans, information on objects protected by the copyright of industrial or intellectual property and all other information on the contracting party;

c) which relate to the business partners of the contracting parties;

d) which are covered by special regime of handling by Legal Regulations (especially, but not exclusively trade secret, banking secret, tax secret, telecommunication secret, personal data, confidential information);

e) which were provided to the contracting party/obtained by the contracting party prior to the date of validity and effectiveness of the Agreement, in case they refer to the

subject and/or the contents (especially, but not exclusively a quote call, price offer);

f) which are labeled explicitly as "classified", "confidential", "proprietary" or other similar label, making it clear that it is a confidential information

(hereinafter, all types of information protected under the Agreement shall be referred to as "Confidential Information").

13.2. The contracting parties are obliged to ensure that the information under the previous paragraph are kept secret in a usual way of doing so, unless explicitly agreed otherwise. The contracting parties are obliged to ensure that their workers, representatives and other cooperating third parties keep the information secret, in case they were provided with them.

13.3. The Confidential Information provided, handed over, announced, made accessible and/or obtained in any other way by one contracting party from the other one based on and/or in any relationship with the Agreement may be used solely for the purposes of performance of the subject of Agreement and in line with the Legal Regulations defining the handling of such data. The contracting parties undertake to keep all the Confidential Information, as well as all information provided, handed over, announced, made accessible and/or obtained in any other way by one contracting party from the other one based on and/or in any relationship with the Agreement secret, maintain discretion and protect them from misuse, damage, destruction, devaluation, loss and theft.

13.4. No contracting party is entitled to provide, hand over, announce, make accessible, publish, release, spread, disclose or use the Confidential Information for any purposes than performance of the Agreement without prior written consent of the other party, with the exception of providing, handing over, announcing and making them accessible to:

a) expert advisors of the contracting party (incl. legal, accounting, tax and other advisors and auditors) who are bound by general professional confidentiality clause set or imposed by the Legal Regulations or are bound to maintain secrecy based on written agreement with the contracting party;

b) controlled person of the contracting party; (ii) controlling person of the contracting party; (iii) person controlled by the person who is controlling the contracting party or in similar position; and (iv) person controlling the person who is controlled by the contracting party or in similar position, with such persons to have the same responsibilities towards the Confidential Information as contracting parties;

c) sub-supplier in case he cooperates at performance of the Agreement and if it is necessary to fulfill the responsibilities of the Supplier under the Agreement, with the sub-supplier bound at least by the same scope of responsibilities towards the protection of Confidential Information as the contracting parties under the Agreement.

13.5. The obligation of the contracting parties to maintain the Confidential Information secret does not apply to information which:

a) have been released prior to signing the Agreement, what needs to be documented based on the provided materials proving such fact;

b) become generally and publicly available after signing the Agreement due to a different reason than violation of responsibilities under the Agreement, what needs to be documented;

c) need to be disclosed due to an obligation under Legal Regulations, decision of the court, prosecutor's office or other authority of the state power; in such case, the contracting party which is obliged to disclose the information, needs to inform the other contracting party on such situation in writing;

d) were obtained by the contracting party from a third party which obtained or developed it independently, and which is not bound in terms of providing it, making it accessible and/or releasing it.

13.6. The Supplier is also not entitled to use the information that he has performed the Work under Agreement or on concluding the Agreement for his promotion without the previous written consent of the Client.

13.7. The contracting parties undertake to proceed in line with Act No. 18/2018 Coll. on Personal Data Protection and on amendments to certain act and 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 (General Data Protection Regulation), when processing personal data; in case there are activities related to it which require a written contract and/or other action of the contracting parties under the act and/or regulation, they shall conclude a separate agreement and/or execute all the steps in line with the provisions of the act and/or the regulation in a way which allows execution of the performance under the Agreement.

13.8. All the responsibilities of the contracting parties related to protection of Confidential Information and personal data apply irrespective of the validity and effectiveness of the Agreement.

XIV. Copyright and the Licence Agreement

14.1. The contracting parties agreed that in case any part of the performance under the Agreement has the nature of work of art under provisions of Section 3 and/or 4 of the Copyright Act, the related rights and responsibilities shall be governed by this paragraph of the GTC.

14.2. The Client shall obtain the copyright to viewing the work of art or its part, on which it is handed over and/or the object through which the copyrighted work or its part are depicted by its takeover.

14.3. The Client is authorised to use the copyrighted work for any purpose.

14.4. The Supplier declares that he holds (owns) all the proprietary rights to the copyrighted work, has the exclusive right to use it in any way possible under the Legal Regulations and international agreements the SR is bound by, as the Client deems suitable, and has the right to handle it to full extent.

14.5. The Supplier declares that by providing consent with the use of the copyrighted work, he does not violate any copyrights of third parties and they shall not be violated by using the copyrighted work or its part as the Client deems

suitable, and that he is authorised to provide the Client with consent to use the part of the copyrighted work which was created by a third party to be used in the object, territorial and time scope of the licence under this paragraph of the GTC, and he hereby provides his consent to the Client to do so.

14.6. In case the result of creative work of an author is a part of the performance under the Agreement, protected as subject to intellectual property under the provisions of Sections 3 and/or 4 of the Copyright Act, the Supplier provides the Client with exclusive (the Supplier undertakes not to provide his consent to use to another person without a written consent of the Client) licence to use the copyrighted work or any of its parts for the whole duration of proprietary rights to the copyrighted work under the Copyright Act. For the avoidance of doubt, it is stated that the duration of proprietary rights to the copyrighted work is defined in the provisions of Section 32 of the Copyright Act or the nature of the copyrighted work under special provisions of the Copyright Act and it is not a case of non-defining the time for which the licence is provided under provisions of Section 68 of the Copyright Act.

14.7. Based on the licence, the Client or an authorised person of the Client is authorised to modify, change, finish or amend the copyrighted work or complete it.

14.8. The Client is authorised to copy and publish the copyrighted work.

14.9. The licence is considered provided from the moment of handover of any part of the copyrighted work.

14.10. The supplier hereby provides the Client with the explicit previous consent to provide a third party with consent to use the copyrighted work (sub-licence) in the scope of the provided licence, as well as assigning the licence. He is obliged to inform the Supplier on any assignees with no delay.

14.11. The payment for licence (sub-licence) and consent to provide the sub-licence under this article of the GTC is included in the Price of Work and the Supplier is not entitled to any further reimbursement for granting the consents under the Agreement. The Supplier declares that the way of setting the reimbursement (licence reward) under the previous sentence of the paragraph is considered adequate and corresponding with the purpose of licence (sub-licence) and agreed on, as well as anticipated use of the copyrighted work.

14.12. The contracting parties agreed that should the activity or cooperation of the Supplier or the person authorised by the Supplier and the Client and/or a third party authorised by the Client result in a copyrighted work of co-authors under the Copyright Law, the Supplier hereby awards his licence (sub-licence) and consent to assign sub-licence under the terms and in the scope defined above to the part of the copyrighted work he worked on.

14.13. The contracting parties agreed that after handing over the copyrighted work, the authors is not entitled to author corrections under the provisions of Section 75 of the Copyright Act without the consent of the Client.

14.14. For the avoidance of doubt, the contracting parties agreed that the Client is not obliged to use the exclusive licence granted under the provisions of this article of the GTC.

14.15. The contracting parties agreed that the provisions of this article of the GTC apply adequately also to other intellectual or industrial property rights, in case they relate to any part of performance under the Agreement.

XV. Miscellaneous Provisions

15.1. The authorised or contact persons (hereinafter referred to as "Authorised Persons") are defined in the Agreement or announced to the other contracting party with the Authorised Person being authorised to adopt and implement decisions related to performance of the Agreement; however, the Authorised Persons of the contracting parties are not authorised to amend or terminate the Agreement.

15.2. The contracting party is obliged to inform the other party on any changes in the data of the Agreement and other data which the contracting parties exchange under the Agreement, as well as the Authorised Persons and contact data. Any change in data under the previous sentence may be performed based on written notification of the respective contracting party to the other party, without the necessity to conclude an amendment to the Agreement, with the change being effective as of the moment of delivering the written notification on the change.

15.3. In compliance with the provisions of Section 364 of the Commercial Code, the contracting parties agreed that the Client may offset any claims against the Supplier, irrespective of their legal relationship and whether the claims of the Client are future, present, conditional or unconditional, due or time-barred. The Client shall notify the Supplier on the offset in writing with no delay. The Supplier is not entitled to offset his claims unilaterally, without the written consent of the Client.

15.4. The assignment is every written agreement concluded by the contracting party of the Agreement and a third party, based on which the contracting party assigns the Agreement, its part or any advantage, benefit or resulting claim to a third party.

15.5. The Supplier is not entitled to assign or transfer the Agreement, its part or any advantage, benefit or resulting claim to a third party without the previous written consent of the Client. At the same time, the Supplier is not entitled to pawn his claims or in other way burden his claims by rights of third parties without the previous written consent of the Client. In case the Supplier performs steps leading to assignment or transfer of the Agreement, its part or any advantage, benefit or resulting claim to a third party without the previous written consent of the Client, it is considered substantial violation of the contracting duties by the Supplier. For the avoidance of doubt, it is stated that the provisions of this paragraph are relevant to claims resulting from Agreement even after the termination of the Agreement, e.g. due to immediate rescission.

15.6. The Client is entitled to transfer or assign his rights and responsibilities under the Agreement to a third party also without the previous consent of the Supplier.

15.7. The consent of the Client with transfer or assignment of the Agreement or its part to a third party does not free the Supplier from his obligations and responsibilities resulting from the Agreement which have been fulfilled or for the part of the Agreement which was not assigned or transferred.

15.8. The assignee needs to meet all the requirements defined for conclusion of the Agreement by and between the Client and the Supplier.

15.9. The Client is entitled to authorise a third person to execute any rights and responsibilities of the Client under the Agreement, with the person being authorised to state his or her mailing data under the Agreement without a necessity to conclude a written amendment.

15.10. The Supplier is obliged to inform the Client on start of the liquidation procedure, enforcement procedure to the property of the Supplier, as well as start of the procedure under Act No. 7/2005 Coll. on Bankruptcy and Restructuring Procedure, as amended.

Prevention of Criminal Activities

15.11. At performing the Agreement and in relation to it, the Supplier undertakes to follow the Legal Regulations. At the same time, he separately undertakes to proceed in a way that his actions, as well as the actions of persons he uses to perform the Agreement and the related activities and/or ensures those, including the employees, authorised persons and suppliers, do not violate the standards of criminal law, especially, but not exclusively, standards of preventing corruption, legalisation of income from criminal activities and norms protecting human lives, property, general security, environment, proper waste management, tax collection and insurance premiums.

15.12. The Supplier undertakes to implement active preventive actions and train the persons which perform the Agreement and/or ensure that, and to implement inspection mechanisms to ensure fulfillment of responsibilities under paragraph 15.11. hereof.

15.13. The Supplier undertakes not to provide, promise or offer any person, especially no state representative, any bribe in order to make him or her or via influence of other persons act or not to act in a way violating his or her duties of the employment, profession, position of title, and also not in relation to procurement of general interest objects, at performance of Agreement and in relation with it, directly or indirectly (via an intermediary). The state representative under the previous sentence is the state employee under the provisions of Act No. 300/2005 Coll. Penal Code, as amended.

XVI. Delivery

16.1. Rescission from the Agreement, its termination, drafts of amendments to the Agreement, and invoices shall be delivered in writing to the other party in person, via a courier or mail. The rescission from the Agreement shall be delivered to the other party via registered mail. Delivery of invoices to the Client by Supplier in electronic form is possible only based on a special agreement of the contracting parties.

16.2. The Client is entitled to state the address of a third party to receive all mail, with the delivery to the third party being considered delivery to the Client. The Supplier is obliged to deliver mail to the third party on the day of receipt of notification of the Client on applying this right and the contact data of the third party.

16.3. All documents are considered delivered also in case of failure to take over the mail (in case of delivery by mail or courier, e.g. if the consignment is returned to the Client due to "unknown addressee", "not picked-up in the allotted time", "addressee refused to take over the consignment" and "addressee moved away" or other similar note representing a failure to deliver the consignment) sent by mail or courier to the address of the seat or place of business of the other contracting party or the address in the heading of the Agreement or the address announced to the other contracting party, on the tenth day from sending the consignment or if the undelivered consignment returns to the Client sooner than on the day of return.

16.4. Other documents or manifestations of will of the contracting parties shall be delivered per fax or e-mail to the numbers/addresses agreed on in the Agreement or announced to the other contracting party.

XVII. Liability Excluding Circumstances

17.1. Liability excluding circumstances are obstacles established independently from the will of the obliged party and it hinders the party in fulfilling its obligations, if it cannot be reasonably expected the obliged party to be able to avert and overcome the obstacle or its consequences, and that the party would be able to foresee the obstacle at the time of establishment of the commitment.

17.2. Obstacles established only in the time when the obliged party was in delay with fulfillment of its duties or established from its economic condition are not liability excluding circumstances.

17.3. None of the contracting parties is liable for failure to fulfill its duties under the Agreement, in case it is proven that:

- i. the failure to fulfill was caused by extraordinary unforeseeable and non-avertible circumstances;
- ii. the obstacles and their consequences could not have been foreseen at the time of concluding the Agreement; and
- iii. obstacles and their consequences could not have been prevented, averted or overcome.

17.4. The obstacles caused by non-provision of official permits, licences and similar certificates to the obliged party are not considered unforeseeable and non-avertible.

17.5. The party which violates its obligation or which should, taking into account all the circumstances, know that it is to violate its contractual obligation, is obliged to inform the other party on the nature of the obstacle hindering it in fulfilling the responsibilities, and on consequences. The party needs to be notified with no delay after the party learned of the obstacle or could have learned at due diligence. At failure to fulfill the notification obligation, the obliged party is obliged to reimburse the damage which could have been prevented by early notification.

17.6. The effects of liability excluding circumstances are limited to the period of time of the obstacle remaining with which the effects are linked.

17.7. The liability excluding circumstances do not free the obliged party of the responsibility to reimburse any damage or

pay the contractual penalty and other sanctions under the Agreement.

17.8. The period of time of ongoing liability excluding circumstances adequately prolongs the performance deadlines, the obligation to follow provisions under paragraph 4.22. of these GTC is not affected by this and remains. Over this time, the right of the obliged party to rescind from the Agreement (if existent) is suspended.

17.9. In case the liability excluding circumstances last for longer than 6 months, any of the parties is entitled to rescind from the Agreement unilaterally.

XVIII. Some Provisions Regarding the Termination of the Agreement

18.1. The Agreement may be terminated according to the Legal Regulations, e.g. by agreement of the contracting parties etc. or by ways defined in the Agreement.

18.2. The Client is entitled to terminate the General Agreement without stating the reason with the notice period of 1 month, starting on the first day of the calendar month

following the month in which the notice was delivered to the Supplier.

18.3. The Client is entitled to terminate the Agreement (and/or Partial Agreement) in case the Supplier applies for any claims under the Agreement and/or any legal relationship between them in a court proceedings and/or arbitration, irrespective of the legal nature of the claims, with the notice period of 1 month, starting on the first day of the calendar month following the month in which the notice was delivered to the Supplier.

18.4. For the avoidance of doubt, it is stated that in case of termination of the Agreement, the Supplier is obliged to perform his duties under the Order (or Call/Request to perform Work, if they precede the delivery of the Order) delivered to the Supplier prior to termination of the Agreement, unless the action of the Client leading to termination of the Agreement stipulates otherwise. The provisions of the Agreement apply in full on the rights and responsibilities of the contracting parties and the Work performed under the Order (or Call/Request to perform Work, if they precede the delivery of the Order) under the previous sentence.

18.5. The Parties agreed that the termination of the Agreement (and/or Partial Agreement) may be terminated with immediate rescission in the event of a substantial breach of contractual obligations by either Party, which are those specified in the Commercial Code and special provisions of the GTC and/or the Agreement, as follows:

- i. The Supplier:
 - a) does not start performing the Work in time under the Agreement;
 - b) refuses to accept/does not accept the Order;
 - c) refuses to take over the Construction Site without any reason, if the Work consists of building a Construction;
 - d) does not build/complete/perform Work in time;

e) does not perform the Work properly, with the Client being able to rescind from the Agreement under the terms defined in respective provisions of the Agreement;

f) does not follow the Instructions of the Client;

g) does not provide the Client with proper and timely warranty claim;

h) delivers defective Work repeatedly or is in delay with Work performance repeatedly;

i) his Work does not meet the test requirements under paragraph 4.7. hereof or the Agreement repeatedly;

j) is subject to enforcement proceeding to the property of the Supplier or the Supplier has started a bankruptcy proceeding;

k) is subject to Act No. 7/2005 Coll. on Bankruptcy and Restructuring Procedure, as amended, and under this act, a motion for declaring bankruptcy over the Supplier's property was filed or the motion for allowing restructuring of the Supplier was filed;

l) presented the Client with invalid certificates or documents, or mislead the Client in terms of Work specifications, or provided other incorrect information related to the Agreement or Work, based on which it is to be performed;

m) stops meeting the requirement, terms of certificates etc., meeting of which he documented when concluding the Agreement or over the Tender procedure;

n) violates his duties in terms of protection of Confidential Information and/or personal data;

o) damages the good name and justified interests of the Client;

p) concludes an agreement with a sub-supplier or changes the sub-supplier without previous written consent of the Client;

q) performs steps leading to assignment or transfer of the his claims without previous consent of the Client;

r) if there is a reasonable doubt that the drop in staff and technical capacities of the Supplier may endanger or limit the fulfillment of commitments under the Agreement;

ii. The Client:

a) does not pay the Price of Work within 30 days after the due date of the invoice under the Agreement, despite previous written notification of the Supplier;

b) violates his duties in terms of protection of Confidential Information and/or personal data.

18.6. Rescission from the Agreement needs to be done within 30 days from the violation of the contractual obligation, establishing the right to rescind from the Agreement in writing and is effective on the day of its delivery to the other party.

18.7. Rescission from the Agreement results in termination of all rights and responsibilities under the Agreement, except the responsibilities related to protection of Confidential Information and/or personal data, entitlement to damage

compensation, defect liability claims, claims on contractual or legal penalties or other rights and responsibilities with their nature defined by the Legal Regulations.

XIX. Final Provisions

19.1. All previous agreements, oral or written, related to the subject of performance under the Agreement, are fully replaced by the Agreement, representing a complete agreement on rights and responsibilities of the contracting parties related to the subject of performance under the Agreement.

19.2. In the event that any provisions of the Agreement becomes invalid, ineffective, or unenforceable, the validity of the remaining provisions remains unaffected. If this occurs, the Parties will agree in writing on a solution that preserve the context and purpose of that provision.

19.3. In terms of the rights and responsibilities under the Agreement and/or the GTC, the contracting parties explicitly agreed on the application of the laws of the SR. The rights and responsibilities explicitly ungoverned by the Agreement and/or GTC are governed by the respective provisions of the Commercial Code and other Legal Regulations.

19.4. The contracting parties undertake to resolve disputes under the Agreement, including disputes regarding its validity, interpretation or termination by negotiation and mutual agreement of the parties. In case the contracting parties fail to agree on the dispute, any of them is entitled to file a claim with the respective court under the procedural Legal Regulations. For the avoidance of doubt, it is stated that the contracting parties agreed on the courts of the SR to be authorised to decide on such matters. The contracting parties also hereby exclude the application of any conflict of law rules set out in bilateral and/or multilateral international treaties and/or agreements that are part of the law of the Slovak Republic.

19.5. The contracting parties hereby expressly agree that the provisions of Incoterms, published by the International Chamber of Commerce in Paris presented on an invoice for the performance under the Agreement and/or other document related to the Agreement that are contrary to the Agreement shall be disregarded. The contracting parties agree that the Vienna Convention on the International Sale of Goods shall not apply to the treatment of their rights and obligations under this Agreement.

19.6. (Especially) in case that the Supplier is seated abroad; any communication language different from the Slovak or Czech needs to be agreed on separately in the Agreement.

19.7. In case another communication language is agreed on under the previous paragraph, the Agreement, its amendments and important documents related to performance of the contracting parties (e.g. Takeover Protocol etc.) need to be drawn in the Slovak language, too. The documents may be drawn in a separately agreed different language. In case of discrepancies, the Slovak version shall prevail.

19.8. The Parties agreed that the Agreement may be terminated or amended in writing, in which case the amendments will be made in the form of an Amendment if explicitly required by the Agreement.

19.9. By his signature, the Supplier confirms that he has taken over the GTC, got familiarised with them, understands its contents, agrees with it and undertakes to follow it.

.....

Date (day, month, year)

.....

Supplier (name, surname, signature and stamp)