**General commercial terms and conditions for the execution of works, supplying of works or providing services**

Valid from 28.01.2025

**Article 1 General provisions**

1.1 These general commercial terms and conditions (hereinafter "GCTaC") are, in compliance with the § 273 of the law Nr. 513/1991 of the Commercial Code as amended (hereinafter „CC"), commercial terms and conditions and apply to every contractual relationship that is concluded between the company KAMI PROFIT, s.r.o. as a purchaser and a natural person and/or a juristic person as a contractor and they are an integral part of:

a) an order/contract with work execution and/or providing assembly services as the subject matter or

b) a contract with providing a service or execution of an activity as the subject matter

c) an unnamed contract, i.e. one that is not specifically adjusted as a type of a contract in the law provisions, but the contractual parties determine the subject of their obligations sufficiently

(the contract types listed in 1.1 letters a), b) and c) may be hereinafter called „contract" or „contracts").

1.2 KAMI PROFIT, s.r.o., with the seat at: Pri starom letisku 17, 831 07 Bratislava, registered in the Business Register of the City Court Bratislava III, section Sro, Insert No. 36648/B shall represent the purchaser in the contractual relationship and shall be called „purchaser" in these GCTaC.

1.3 The address for correspondence of the purchaser for handing in invoices and other documents is Príjazdná 7/A, 831 07 Bratislava.

1.4 The other contractual party – a natural and/or a juristic person executing works and/or providing assembly services and/or other services and/or activities shall represent the contractor in the contractual relationship and shall be called „contractor" in these GCTaC.

1.5 The contractual parties are, for the purpose of these GCTaC, named purchaser and contractor together.

1.6 It is explicitly forbidden to use general commercial terms and conditions of the other contractual party or any other general commercial terms and conditions, as long as the contractual parties do not agree in a different way.

1.7 The commercial terms are available at www.kami-profit.sk. The GCTaC do not have to be attached to a contract or order, it is sufficient to provide a link to a place, where they are available. It shall be considered that the contractor accepts them and that he agrees with their content and agrees to follow them.

1.8 Order – the purchaser turns in a proposal of the contract with the delivery of an order, whereas there is a deadline for the acceptance of the proposal stated in the order (for the purpose of the GCTaC hereinafter „order"). If there is no date stated in the order, it generally applies that the deadline for the acceptance (a binding acceptance of the order) are 3 working days after the delivery of the order.

1.9 By a binding acceptance of the order, we understand a written, fax or e-mail confirmation of the order by the contractor or the execution of another action by the contractor that clearly demonstrates the will of the contractor to be bound by the order without regard to an oral statement (e.g. expressing agreement with the order by executing the ordered action, providing a service), whereas in this case the acceptance of the order is effective from the point on, when this action is done, if it was done before the end of the deadline for the acceptance of the order stated in point 1.8 (hereinafter "confirmation of the order"). If the order is accepted in another way than in a written form, the contractor is bound to deliver a written copy of the signed order without further due.

1.10 Conclusion of the Contract - The Contract comes into force on the date of signature of the last of the Contracting Parties, but not before the contract concluded between the purchaser and the Investor comes into force.

1.11 A work is the execution of a certain thing, as long as it does not come under a sales contract, assembly of a certain thing, its maintenance, the execution of an agreed repair or the adjustment of a certain thing or a material result of another activity. A work is always the execution, assembly, maintenance, repair or adjustment of a construction or its part (hereinafter „work"). A detailed specification of the work and the terms of its execution are stated in the order of the purchaser, or in the contract.

1.12 A service are activities and/or works of the contractor in the extent and under the conditions stated in the order, or contract, e.g. assembly and production works etc. (hereinafter „service"). (for the purpose of the GCTaC the work and service together also as „supply")

1.13 The place of delivery of the supply is the seat of the purchaser, if the purchaser did not determine another place of delivery in the order, or in the contract or unless the contractual parties agree otherwise in written form explicitly (hereinafter „place of delivery").

1.14 All persons who provide a service in the name of/for the contractor, regardless of the fact, what kind of legal

relationship there is between these persons and the contractor, are considered employees of the contractor for the purpose of these GCTaC. In case of doubt, all natural and/or juristic persons, who execute a supply at the place of delivery in the name of and for the account of the contractor are defined as employees of the contractor in these GCTaC (hereinafter „employees of the contractor").

1.15 An investor is a natural or juristic person, who is the end user of the supply.

1.16 A project is a supply that is ordered by the investor and that is as a whole or partly stated in the order/contract.

**Article 2 Payment terms**

2.1 The price shall be agreed in the contract or stated in the order. The agreed price for the supply is valid without change during the whole period of the contract and can be changed only by a written agreement of the contractual parties. To avoid doubt it applies that the price for the supply is the final price and it includes the excise duties as well as other taxes except for the VAT; the duty on imported goods and other payments in compliance with the legal provisions, all expenses of the contractor related to the execution and/or the providing of a service/work, mostly travel costs including the unloading and loading, further also packing costs, installation, test and commence operation costs, operator training costs, costs for delivering a sample etc. if it is not stated otherwise in the order or in the contract, are included in the price too. The contractor shall add the VAT to the price for the order in compliance with the relevant legal provisions that are valid at the time of the invoice issue.

2.2 It shall be possible to execute any kind of extra work beyond the defined scope of the supply only with a preceding written approval of the purchaser in the form of a written order/contract amendment.

2.3 A change of the price of the supply is only possible:

a) for extra works that became relevant during the execution of works and that were not included in the scope of the supply and that the contractor could not foresee after using every reasonable professional competence. The need for extra works forewarned by the contractor or the request for extra works by the purchaser shall be mutually confirmed by the contractual parties solely in the form of a contract amendment. The contractor is obliged to inform the purchaser about the need for extra works and the sum of the requested price increase without any due after he realises this fact. Otherwise, the right of the contractor to increase the price of the supply expires.

b) for non-executed less works, where the price shall be decreased by the scope of the non-executed works based on the unit prices that are stated in the bill of quantities.

2.4 The prices for extra work shall be charged as follows:

a) in case of supplies that are priced according to the unit price in the contract, the contractor shall charge this unit price for the extra works too,

b) in case of supplies that are not priced according to the unit price in the contract, the contractual parties shall agree on the price of such a supply.

2.5 The purchaser is obliged to pay the price for a properly and timely executed work/service after a proper take-over of the supply based on the invoice of the contractor that is issued not later than 15 days after the delivery of the supply with payment deadline of 45 days after the invoice delivery to the purchaser, unless there is a different payment period stated in the order or contract. The maturity date of a particular invoice is 45 days since the delivery date to the purchaser, either i) in person to the filling room of the purchaser at 7/A Príjazdná street, 831 07 Bratislava, ii) via post delivery to the address of the seat of the purchaser which is stated in the head of this contract, or iii) via email to: faktury@kami-profit.sk according to point 2.13 of this article of the contract.

2.6 The pecuniary obligation of the purchaser is considered fulfilled once the sum of money is transacted from the bank account of the purchaser to the bank account of the contractor.

2.7 The invoices that are to be received have to contain the necessities of an invoice as a tax invoice. The individual invoices shall contain (unless otherwise stated in the existing legislation): the person liable and the authorised person, address of the seat, number of the invoice, the order number or the contract number, the number of the loading site if it has been reported, the invoice dispatch day and the invoice payment deadline day, the name of the financial institution and the bank account number, where the invoiced sum shall be sent, the contract subject, a stamp and a signature of the authorised person. The VAT shall be stated in compliance with the VAT legislation. In case that, according to the existing legislation on VAT and after a consideration of the activities, the activities that are the subject of the contract are classified as construction activities that belong to the section F of the statistics classification CPA 2015, the reverse charge applies and the invoice shall be issued without VAT, i.e. in law § 69 article 12 letter j) of the law on VAT reverse charging. An inquiry protocol that shall be confirmed by a signature of an

authorised person of the purchaser, who is responsible for signing of work summaries and invoicing approvals, must be attached to every invoice.

2.8 The purchaser shall check every invoice before the money transaction. In case that the invoice does not meet the necessities required by the legal provisions and the necessities stated in the contract, the purchaser shall send the invoice back to the contractor to fill the invoice in. In such case the payment period shall come to a hold and a new payment period shall begin after the delivery of a proper invoice to the purchaser.

2.8.1 The contractor declares that the bank account specified in the Order is his account, which is published by the tax administrator in the lists on the Financial Administration website in accordance with the contractor's notification obligation pursuant to § 6 para. 1 to 3 or § 85 kk in the manner of § 6 paragraph 5 of the VAT Act. The contractor is obliged to state on the invoice issued on the basis of the Order only the account which is published by the tax administrator in accordance with the VAT Act. If the identification of the published account changes during the term of this contract, the contractor undertakes to inform the purchaser in writing of such a change without undue delay. Given that according to the provisions of § 69 par. 14 of the VAT Act, the recipient of a taxable supply is liable for unpaid tax from this supply, if the payment for this supply is provided in whole or in part by non-cash transfer to an account other than the tax provider's account published by the tax administrator in the relevant list, the purchaser shall pay the Price only to an account that is an account published in accordance with the relevant provisions of the VAT Act. If at any time it proves that the contractor's account to which the contractor requests payment of the Work Price is not a published account according to the relevant provisions of the VAT Act, the purchaser is not obliged to pay the Work Price to such account. In such a case, there is no delay in the payment of the Price of the Work by the purchaser. The provision of this paragraph does not apply to VAT non-payers and to foreign entities that are not subject to the registration obligation under the VAT Act.

2.9 The contractual parties agree that 5% of the price of the supply (without VAT) shall be holdback and 5% of the price of the supply (without VAT) shall be security guarantee. The purchaser is entitled to hold back the holdback and the security guarantee in order to make the contractor fulfil the in a proper and timely manner. The contractual parties agree that the purchaser is entitled to meet his demands against the contractor due to originated defects, a demand for contract penalty, demand for a supply discount, compensation, additional costs and losses of the purchaser that are caused by not meeting the time schedule of the works by the contractor, costs of the purchaser that resulted from a contract withdrawal and/or other costs that come to be as a result of breaking the contractual obligations of the contractor by a credit from the holdback and the security guarantee. The holdback and the security guarantee shall be created in the way that the purchaser shall holdback 10% of the invoiced sum (without VAT) of every invoice.

2.10 The contractual parties agree that the holdback and the security guarantee or a part of them shall be paid to the contractor (released to the benefit of the contractor) in case that they will not be used by the purchaser in compliance with this contract, as follows:

2.10.1 The purchaser will release the retention fee if the Delivery is completed properly and on time in accordance with the contract (on this fact, the contractor will submit a copy of the Protocol on the handover and acceptance of the Delivery signed by the purchaser), the contractor has submitted to the purchaser complete documentation regarding the Work, including the assembly log, after 20 days have passed from the date of acceptance of the Work by the Investor and the removal of all notified defects and unfinished works (about this fact, the contractor shall submit a copy of the confirmation of the removal of defects and unfinished works signed by the purchaser - the purchaser's authorized person in matters of signing work lists and agreeing invoicing.), based on a written request from the contractor within 30 days from the date of delivery of such a request.

2.10.2 The security guarantee shall be paid not sooner than 45 days after the warranty period expires and after eliminating all reclaimed defects within the warranty period, based on a written request of the contractor or not later than 45 days after the presentation of the certificate on the irrevocable bank guarantee, first demand, without objection, for the sum of the security guarantee that has been established in one of the banks approved by the purchaser and after the acceptance of the bank guarantee by the purchaser. The contractor presents the purchaser with a proposal of the bank guarantee from the content point of view. The purchaser is not obliged to accept the presented bank guarantee and in that case, he is entitled to hold back the security guarantee for the whole warranty period or until all the reclaimed defects are eliminated within the warranty period.

2.11 The contractual parties agree that in case that there is an insolvency proceeding against the contractor being opened within the warranty period and/or it has been begun to draw up a restructuring assessment (the contractor is obliged to inform the purchaser about this fact immediately), the purchaser is provided with an additional discount from the price of the work of 5% from the price of the work without VAT on the day, when the insolvency proceeding resolution of the competent court is released and/or on the day, when the restricting assessment is drawn up by the administrator (the contractor is obliged to inform the purchaser about this fact immediately).

2.12 If the contractor fails to perform the Work properly and on time or within an additional period specified in the purchaser's Call for Work, which may not be less than 3 days, the purchaser has the right to request another contractor to perform the Work. In the event of a situation according to the preceding sentence, the purchaser is entitled to demand from the contractor a so-called coordination surcharge, which serves to compensate for the damage caused to the purchaser by being forced to look for a new contractor in time pressure and to ensure the fulfilment of the obligation to which the contractor was obliged. In such a case, the contractor shall pay a coordination surcharge of 10% of the Price of the Work to which the contractor has committed and has failed to fulfil this obligation. For the avoidance of doubt, the contracting parties have expressly agreed that the invitation according to this paragraph of the Contract can also be sent to the contractor electronically to the email listed in the header of this Contract. For the avoidance of doubt, the contracting parties have expressly agreed that the invitation according to this paragraph of the Contract can also be sent to the contractor electronically to the email listed in the header of this Contract.

2.13 The purchaser agrees and entitles the contractor under the § 71 section 1, letter b) of the law 222/2004 of the code of law on the value added tax as amended, to charge the delivery of goods and/or the provided services in an electronic form (further as „electronic invoice“). The contractor is entitled to issue an electronic invoice for goods delivery and provided services to the purchaser after they conclude a contract. The purchaser and the contractor have agreed and note that the electronic invoice is an equal substitute for a paper form invoice. The contractor is obliged to deliver the invoices to the address stated in the head of this contract in paper form too, based on an purchaser’s earlier written request.

**Article 3 Duration of the contract and ways how to terminate it**

3.1 The contract is concluded for a fixed term and for the period stated in the order; if the duration of the contract is not stated in the order, the contract is concluded until the day when all obligations of the contractor that result from the contract are fulfilled.

3.2 Withdrawal – a contractual party may withdraw from the this contract or partly contract in case that

(i) one of the contractual parties breaks the contract in a serious way,

(ii) insolvency has been filed against the property of the contractor or a restructuring proposal has been made,

(iii) the other contractual party has been put into liquidation

(iv) it comes to a case agreed in the contract or the partly contract or that is stated in the relevant legal provision and/or

(v) the contractor infringes the contract in a non-serious way and he does not fulfil his obligation that he is late with even after an additional period that has been offered by the other contractual party.

The contractual parties agree that an infringement of the contract is considered serious:

a) when the contractor is late with providing of the service by more than 3 days or,

b) when the contractor fails to fulfil / breaks the rules for the determination of the price for the service

c) when the contractor repeatedly (2x) infringes his obligation to supply the service properly and timely or

d) when the contractor infringes his obligations that result from the contract.

3.3 The termination of the contract does not affect the obligations of the contractor to fulfil the obligations or agreements that come to be during the period when the contract was in force (e.g. the penalty claim)

**Article 4 Supply terms**

4.1 The obligation of the contractor to execute and supply the order properly and timely is fulfilled, when the purchaser takes the supply over at the place of delivery usually by signing the take-over protocol or another certificate, e.g. the execution of works protocol, the construction site diary, the supply hand over certificate etc.

4.2 The contractor undertakes to invite the purchaser to take over the Work in writing in the assembly diary at least 5 days before handing over the Work. The handover and takeover of the subject matter of the Contract in the

takeover procedure is more like the Protocol on handover and takeover of the Work.

4.3 The ownership of the work belongs to the purchaser from the very beginning. The risk of damage passes on to the purchaser from the moment when he takes the supply over.

4.4 The contractor takes care of the delivery of the supply to the place of delivery, including the transport, if the contractual parties do not agree otherwise.

4.5 If the contractual parties do not agree otherwise, the condition for handing the supply over and taking the supply over is passing all tests that are prescribed by the relevant provisions, valid regulations, the project documentation and the purchaser which are performed by the contractor and at his expense. The test protocol shall be handed in to the purchaser by the contractor within 7 days after the test. The contractor shall present the purchaser with all documents that are necessary to prove a proper providing of the supply not later than the day, when the takeover process starts.

The documents include:

- the real execution documentation
- all prescribed certificates that prove a proper and quality execution of the work including the "contractor proclamation of quality and completeness" of the work, if the contractor has not handed it in to the purchaser by the day of the handover and takeover,
- the instructions for use, operation and maintenance in Slovak language,
- a draft of the service contract (for technological files and technology devices),
- guarantee statements of products and devices,
- declarations of conformity,
- certificates about operator training,
- certificates about waste disposal,
- other certificates that are required by the purchaser throughout the providing of the service/executing of the work,
- construction site diary.

4.6 Handing in of faulty, untrue or uncomplete certificates that are required by the purchaser for the takeover of the supply is considered a significant fault of the executed supply that prevents a safe use of its result. The consequence of this is that the purchaser is not obliged to taker the supply over.

**Article 5 Tests, mechanical finish, complex testing**

5.1 Individual and functional tests:

are tests that should prove the correct installation and functionality of the supply. The contractor performs the individual and functional tests of the device and/or the thing that he delivered while fulfilling the subject of the order/contract (mostly tightness, pressure, mechanical or other tests based on the kind of the supply) in order to prove the quality and complexness of the assembly of the individual devices/things.

The contractor is obliged to inform the purchaser about the preparation of the individual tests by an entry into the construction site diary at least 3 days ahead. A purchaser representative is entitled to take part in the individual and functional tests.

A protocol on the execution of individual and functional tests that includes the progress and result of the individual and functional tests shall be drawn up, if the purchaser does not determine that it is not necessary to draw up this protocol. In case that the tests prove a defects and/or unfinished work, they shall be drawn up in the protocol on the execution of individual and functional tests, if they do not prevent the commencement of a complex test, including the period for their elimination. In case that the assembly has been finished and the individual and functional tests, that have proved the functionality and complexness of the supply including the correct installation, have been performed properly and in time, the mechanical finish of the supply takes place.

5.2 Complex test

The complex test means performing of tests after the mechanical finish of the complete project that is a part of the supply or its part in order to prove the correct installation and functionality of the device as a whole by using media, i.e. the test proves that a device and/or things supplied by the contractor while fulfilling the subject of the contract are functional, both mechanically and technologically capable of a commissioning testing. The complex test does not prove the meeting of the guaranteed parameters of the supply.

The contractor is obliged and entitled to commence the complex test after a successful execution of the individual tests.

Operator and maintenance training for the supply is also a part of the complex test and the contractor is obliged to do this activity not only for the purchaser but also for the employees of the investor, if the purchaser requires this. The contractor shall make an individual report on the execution of the complex test and he shall hand it in to the purchaser.

The contractor shall execute the complex test in the presence of a representative of the purchaser. The contractual parties consider the complex test successful under the conditions that are agreed in the supply.

If the complex test proves any minor defects, the contractor eliminates them at his expense. If the minor fault elimination requires more than 1 hour, the complex test is not protracted; if the minor fault elimination requires more than 1 hour, the complex test is completely repeated under the same conditions.

The contractual parties shall draw up a protocol on the complex test not later than 3 days after a successful complex test where they shall (i) specify the date of the commissioning testing start (ii) state the eventual minor defects or unfinished works that the contractor is responsible for but that do not prevent the commissioning testing start. The contractor is obliged to eliminate these minor defects and unfinished works at his expense swiftly, not later than the end of the commissioning testing.

The contractual parties shall draw up a summary about the complex test not later than 3 days after an unsuccessful complex test in which the contractual parties shall (i) agree on the further procedure (ii) state the date for the elimination of the found defects (iii) state the date of a new complex test. The purchaser's right to withdraw from the contract does not lapse by the creation of the summary about the complex test.

5.3 Commissioning testing

The commissioning testing is usually executed in the production process of the investor, if the order/contract does not state otherwise, according to the instructions of the contractor. To avoid doubt, the contractual parties confirm that the contractor is responsible for the progress and the results of the commissioning testing, with the exception that the commissioning testing was interrupted or ended because of the purchaser.

The contractual parties agree that the commissioning testing takes 5 calendar days during which the work must prove its (i) technological reliability (ii) functional/operation reliability (iii) technical reliability by an uninterrupted meeting of the guaranteed parameters, if it is not stated in the order/contract otherwise.

The contractor is obliged to secure the presence of his expert representatives during the commissioning testing at his expense. The purchaser is obliged to secure the conditions to execute the commissioning testing at his expense, mostly: the media, the operators, laboratory.

The representatives of the contractual parties shall create and sign a handover and takeover protocol not later than 3 working days after the end of the commissioning testing, which shall include the information about the result of the commissioning testing. The commissioning testing is considered successful, if the supply is capable of meeting the guaranteed parameters constantly (ii) the reliability without any defects has been proven; if only one condition is not met, the commissioning testing is considered unsuccessful.

The representatives of the contractual parties shall create a summary about the progress of the commissioning testing not later than 3 working days after the unsuccessful commissioning testing, which shall include (i) the evaluation of the real parameters that were achieved during the commissioning testing, (ii) further procedure and a deadline for the fault elimination, (iii) a new date for a commissioning testing. The purchaser's right to withdraw from the contract does not lapse by the creation of the summary about the unsuccessful commissioning testing.

5.4 Guaranteed parameters:

The supply must meet the minimum parameters set by the law and the STN (Slovak technical norm), or higher guaranteed parameters, if they are stated in the order/contract.

5.5 Success of the service/work:

The service is successfully provided/executed or the work successfully executed by (i) a successful commissioning testing and/or (ii) signing the takeover protocol that proves that the purchaser takes the service/work, including the certificate part, over without any objections.

**Article 6 Responsibility for the defects**

6.1 The contractor is responsible for a proper execution of services for the purchaser until the handover of the service in a proper and timely manner.

6.2 The purchaser is entitled to interrupt the executing of a service/work or part of it mostly in these cases:

a) if he finds out that the contractor executes the service/work contrary to the order or contract, or the instructions of purchaser,

b) if a continuation of the execution of the service/work caused a damage in the following period or the work safety was threatened.

6.3 If the contract subject is a work, the contractor declares:

a) the work shall be usable only for the purpose stated in the order, or agreed in the contract,

b) the work shall be first class quality and it shall keep its characteristics that are agreed in the contract and/or the characteristics stated in the relevant norms that are in force in Slovakia and the EU,

c) that he provides the purchaser with a warranty on the executed work and is responsible for the characteristics of the work that are set by the order, or contract, GCTaC, the project documentation, technical norms and provisions, general legal provisions, that these characteristics shall be kept during the whole warranty period,

d) that he is responsible for the fact that the work shall be complete, operation ready and without any defects that would lower its value or the ability to be used for the determined purposes.

6.4 The contractor provides the purchaser with a 60 months warranty and the warranty period starts on the day, when the takeover protocol is signed according to the point 5.5 (hereinafter „warranty") , if the contractual do not agree otherwise in written form.

6.5 The purchaser is entitled to report defects to the contractor at any time during the warranty period, but not later than 15 days after the warranty period expires. Every and any defect of the work is considered a defect for which the contractor is objectively responsible; in case of doubt about the responsibility of the contractor, the contractor is responsible for the defects until he clearly and reliably proves otherwise.

6.6 If the purchaser asserts the right to remove defects from the contractor, the contractor undertakes to remove the defects of the Work within 5 days from the notification of the defects by the purchaser.

6.7 The contractor is obliged to notify the purchaser in writing of its objections to the claimed defect within 3 calendar days at the latest and in the case of an emergency within 12 hours after notification of the defect by the purchaser, and if the contractor fails to do so, it shall be deemed to acknowledge the purchaser's claim in full.

6.8 In the event that the purchaser does not remove the defect within the agreed term according to point 6.6 of the Contract, the purchaser is entitled to ensure the removal of the defect at the contractor's expense. The purchaser is entitled to invoice the contractors in full for the costs incurred in this way, and the purchaser is entitled to set off such a claim (even unpaid) against any claim (even unpaid) of the contractor.

6.9 This article does not affect the right of the purchaser to exercise other rights from the warranty, in particular the right to an adequate discount from the Price of the Work, which the purchaser is entitled to set off against any claim (even unpaid) of the contractor.

6.10 The person authorised in technical matters on the purchaser's side, as specified in the Order header, or any other person on the purchaser's side (e.g. construction manager, etc.), is not entitled to give the contractor consent to carry out the Delivery subject to the contractor's authority to carry out the Delivery without providing a guarantee under the relevant provisions of the Order, even if such person has a general authorisation from the purchaser.

6.11 The provided warranty does not substitute the legal responsibility of the contractor for the defects.

6.12 The contracting parties have agreed that a valid notification of a defect in the Work is also accepted by the contractor in electronic form to his email address.

**Article 7 Contract penalties**

7.1 The purchaser has the right to demand from the contractor a contractual penalty in the amount of 0.05% of the Work Price for each day of delay in the event that the contractor is in delay in fulfilling any of the date according to par. 2.1 or 2.3 of this Agreement.

7.2 In the event of not removing all defects and/or incompleteness of the Work listed and/or resulting from the protocol in accordance with par. 5.5 of this Agreement, by the date entered in the protocol on handing over and taking over the Work, the contractor is obliged to pay the purchaser a contractual penalty in the amount of EUR 100, for every single defect or incompleteness of the Work and every calendar day of delay that has begun until complete removal of all such defects and imperfections of the Work.

7.3 The purchaser shall demand from the contractor a contractual penalty in the amount of EUR 100 for each day of delay, including for each day of delay, for each defect, especially if the contractor is in arrears with the deadline for removing defects according to point 6.6 of this Agreement.

7.4 In the event that the contractor violates health and safety regulations, the purchaser is entitled to a contractual fine in the amount of:

a) EUR 200, if the contractor does not respect the instruction to stop, interrupt work due to a direct threat to the lives of workers on the construction site (e.g. defects in scaffolding, lifting equipment, life-threatening electrical installations, etc.) or if the contractor damages equipment used to secure safety (removal of railings, hole covers, etc.);

b) EUR 500 for each individual detection of the consumption of alcohol or other narcotic and psychotropic

substances by a worker of the contractor refusal of a breath test or other test to detect the consumption of alcohol or other narcotic and psychotropic substances;

c) EUR 150 for each day of delay in removing a defect threatening work safety, starting from the day the defect was notified until it is removed;

d) EUR 100 mutually binding legal regulations of the Slovak Republic regarding safety and health protection at work or environmental protection or fire protection by any employee of the contractor or subcontractor of the contractor.

7.5 If the contractor fails to fulfill its obligation to keep an assembly log pursuant to the provisions of Art. 10, par. 10.3 of the Agreement, the purchaser is entitled to a contractual penalty of EUR 100 for each breach of this obligation and for each day of delay.

7.6 In the event that the contractor does not fulfill its obligation in accordance with the provisions of Art. 4 par. 4.2 of this Agreement, the purchaser is entitled to a contractual penalty of EUR 100 for each day of delay.

7.7 In the event that a circumstance arises that entitles the purchaser to withdraw from this Agreement pursuant to Art. 11 par. 11.8 letter a), b), d), e) of this Agreement, the purchaser is entitled to pay a contractual penalty in the amount of 10% of the Contract Price.

7.8 The payment of contractual fines according to this Agreement shall not affect the right to demand full compensation for damage caused to the contracting Party by breach of the obligation secured by the contractual fine.

7.9 In the event of the purchaser's delay in paying the due invoice, the contractor has the right to interest from the purchaser on delay under the conditions according to the relevant legal regulations.

**Article 8 Specific declarations**

8.1 The contractor declares that he demonstrably made the employees of the contractor familiar with the internal rules, internal directives and work provisions, or other provisions of the contractor, purchaser or investor, that include mostly the respect of the OSH, fire protection, fire prevention, protection of the environment, waste disposal, using of protection equipment etc. before he commenced with the execution of the service/work.

8.2 The contractor declares that all the employees of the contractor have the required qualification, professional competence, they are equipped with all the necessary protection equipment during the execution of the given service, they have all the necessary tools or devices available that are needed to execute the service and/or according to the request of the purchaser.

8.3 The contractor declares that all technical devices, tools, work aids, devices etc. that are used during the execution of the service meet all legal and technical requirements, technical norms, producer instructions and at the same time were, are and will be calibrated or checked on a regular basis; electrical equipment shall be checked regularly.

8.4 The purchaser may ask the contractor to prove the declarations demonstrably according to this article any time. The contractor is obliged to prove his declarations to the purchaser immediately and provably and by request of the purchaser.

8.5 The contractual parties agree that in case that any of the contractor's declarations proves to be wrong according to this article or the contractor will not be able to prove it right demonstrably, the purchaser is entitled to charge the contractor with a penalty of EUR 500 for every infringement.

8.6 The contractor undertakes to pay to the purchaser, by request of the purchaser, all real expenses that incurred for the purchaser due to an infringement of any duty or obligation by an employee of the contractor. For the sake of the contract, real expenses are any penalties, sanction and right to damages that the investor applied against the purchaser for an infringement of internal rules, internal directives and work provisions, or other provisions of the investor by an employee of the contractor at the place of delivery.

8.7 The contractor undertakes to follow the provisions Nr. 124/2006 of the statute book - occupational safety and health and amending certain acts as amended and related legal provisions, mostly the decree Nr. 508/2009 of the statute book that enacts the details of ensuring the occupational safety and health during work with technical pressure, lifting, electrical and gas devices and that enacts technical devices that are considered designated technical devices according to the decree Nr. 435/2012 of the statute book, decree of the Ministry of labour, social affairs and family of the Slovak republic Nr. 147/2013 of the statute book, that enacts the details of ensuring the occupational safety and health during construction works and related works and the details on professional competence for performing of certain work activities, the decree of the Slovak government Nr. 392/2006 of the statute book – minimal safety and health requirements during the use of work equipment, the decree of the Slovak government Nr. 396/2006 of the statute book – minimal safety and health

requirements for the construction site, the decree Nr. 395/2006 of the statute book – minimal requirements for providing and using of personal protection equipment and other provisions for ensuring the occupational safety and health.

8.8 The contactor is fully responsible for the occupational safety and health of all persons and for the protection of property at the construction site and in the protection zone of the construction site and in the public area and for the occupational safety and health and the environmental protection with his employees and with the employees of his contractors or subcontractors at the construction site. The contractor takes such safety measures that people and property in the public area around the construction site cannot be threatened.

8.9 The contractor undertakes:

a) to meet safety, hygiene, fire and ecological provisions at the construction site that has been handed over

b) to secure an own supervision of the safety of the works

c) the equip his employees with personal protection equipment depending on the profession, activity and the risk at the site

d) to visibly label the clothing of his employees with the company logo

e) to perform specialist works only by employees or subcontractors, who have the relevant qualification for performing of these works and are professionally trained for specialised works and are fit (medical check). The contractor is obliged to secure fire supervision in case of using open fire at work during the work and for another 8 hours after the finish of the work with an open fire.

f) to mark and keep the escape routes, emergency exits, rescue routes, boarding areas and their access, as well as the access to electricity, gas and water switchboards, fire-fighting devices, fire alarm devices, fire hydrants and fire sources for fire extinguishing free at any time.

8.10 The contractor gets familiar in cooperation with the purchaser with the safety risks at the site, he informs his employees about them and determines the protection and prevention against accidents and other damages to the health.

8.11 The contractor is obliged to stop assigning work on the supply to employees and prevent his employees or subcontractors from entering the construction site, who:

- were under the influence of alcohol, narcotic drugs or psychotropic substances at the construction site;
- substantially infringed the occupational safety and health at work principles;
- harmed the purchaser's rightful interests;
- the purchaser legitimately determined as people, who should be banned from the construction site;

8.12 The contractor shall inform the purchaser about all circumstances that:

- could lead to a threat to life and health of the employees of the purchaser and other people during his activity,
- could lead to a threat to the operation or to a threat to the safety state of the technical devices or objects during his activity.

8.13 The contactor shall immediately inform the purchaser or the purchaser's authorised person in case of an accident, workplace accident or another similar occurrence at the construction site, mostly about:

- workplace accidents,
- damage to the equipment and machines at the construction and the construction site,
- damage to the environment,
- fire.

8.14 The contractor undertakes not to walk around work places/the construction site or to stay in work places/the construction site that are not related to the execution of works according to the contract without informing the purchaser and without his consent. The purchaser is not responsible for the damage to the contractor, if his employees illegitimately stay outside of the designed space or if they use other than the determined access roads.

8.15 The contractor fully guarantees for the damage that he or his subcontractors cause on the property of the purchaser/investor or a third party during the execution of the contract works.

8.16 The contractor is obliged to secure the construction site in such a way that he does not threaten the safety of the surrounding area of the construction site. He is obliged to keep the construction site and the utility networks clean and to eliminate waste and dirt that resulted from his work and to clean the vehicles that enter the roads.

8.17 The contractor is responsible that no material that is, at the time of its use, known to be harmful, shall be used at the execution of the work. The construction products that are used at the execution of the work must meet the conditions and requirements stated in the las Nr. 133/2013 of the statute book – construction products as amended.

8.18 The contractor must be ready to present the relevant quality certificates of the used materials and devices,

documents of compliance before they are built in and the qualification of the employees who are charged with the execution of the given work at any time by presenting the copies of these documents to the technical supervisor by request. Besides of that, the purchaser is entitled to take samples of the products (samples of the certified products too) via the technical supervisor and test them in a laboratory of his choice at any time he finds it suitable in order to check if these are in compliance with the adopted norms and with the necessities of the project. The technical supervisor shall inform about the defects that were found during the work by an entry in the construction site diary immediately. The contractor, at his expense, secures the presence of his employees during the check of his supplies and works that is done by the technical supervisor or another responsible representative of the purchaser and he takes measures to eliminate the found defects and deviations from the project without delay.

8.19 The contractor is obliged to present the technical supervisor with the construction site diary and the complete technical documentation that concerns the execution of the work and the records about the performed test by request of the supervisor.

8.20 The contractor must not reduce the standard, scope, quality and the lifetime of the supplies of construction materials, supplies and procedures or other supplied products that are a part of the supply during the construction.

8.21 The contractor is obliged to respect the general technical requirements and commercial terms of the construction works fully and build a construction as well as the individual works and procedures in compliance with them. The contractor is obliged to accept the obligation of all Slovak technical norms (STN) and the EN technical norms, decrees and other legal provisions that concern the supply. All used materials and products with the execution of works must have a document of compliance that is in force in the Slovak republic.

8.22 The contractor shall keep all machines, devices, tools, scaffolds etc., that are needed for the execution of the contract subject, in a necessary technical condition, he shall keep an overall order at the place of the execution of the contract subject and shall secure the coordination of his subcontractors.

8.23 The contractor undertakes not to use materials, elements, machines, devices or constructions with the supply that are protected by patent rights or copyrights without the consent of authorised persons. The contractor shall otherwise suffer all the resulting consequences.

8.24 The contractor is obliged to approve a potential change of a subcontractor with the purchaser in advance and in written form. The purchaser may stop the construction works without an approved change, or he may consider an unauthorised change a substantial contract infringement.

8.25 The contractor shall secure the construction site, the safety area of the construction site and all concerned entrances in a way, so that third parties and their property are not threatened by the construction activity or by a climatic event. The contractor shall keep the roads that he uses for supplying material and machines and for the disposal of construction waste, clean. The contractor shall pay potential damage, caused as a result of an obligation infringement, that is stated in this paragraph to the purchaser and he shall satisfy relevant claims of third parties.

8.26 The contractor shall secure that there is no leakage of oil products from his vehicles and machines and that the neighbouring roads are not polluted. The pollution caused by the contractor shall be eliminated by the contractor at his expense.

8.27 The contractor shall secure clearing of the construction site of machines, construction site equipment and potential unused material by the day of the protocol takeover of the supply to the purchaser.

8.28 While executing the works, the contractor shall respect the purchaser's time schedule with paying extra attention to those activities of the purchaser that require the contractor to put loud demolition and drilling works on hold.

8.29 The contractor shall keep evidence about all waste from his activities and the waste disposal.

8.30 When performing the Work, the contractor is obliged to comply with the provisions of all generally binding legal regulations on environmental protection. If the purchaser issues documents of general validity for the construction (e.g. emergency plan, flood plan, etc.), he will provide them to the contractor, who is obliged to follow them.

8.31 The contractor is also obliged, at his own expense, during the execution of the Work and/or at the end of the execution of the Work, to carry out the following activities in specific areas of environmental protection:

8.31.1 in the field of waste and packaging management:

a) categorize the waste generated by their activities,

b) waste records will be kept by the contractor in accordance with Decree of the Ministry of the Interior of the

Slovak Republic no. 371/2015 Coll. on the implementation of certain provisions of the Waste Act, the contractor will continuously collect waste at collection points and store them after their previous sorting, collect them in places or in containers marked with the relevant number and name of the type of waste in accordance with the Waste Catalogue; collect hazardous waste in leak-proof containers that are marked with a hazardous waste identification sheet, secure waste against its deterioration, theft or other unwanted leakage,

c) during the period of execution of the works, keep continuous records of each type of waste and regularly submit a monthly report on its generation to the appointed employee of the purchaser by the 15th day of the relevant month,

d) before starting work on the Works, the contractor shall notify the purchaser in writing of the name of the person responsible for waste management within the scope of the agreed contract - Works,

e) dispose of generated waste only through an authorized organization with a priority obligation to recover it before disposal; the contractor is responsible for the proper management of waste generated by his activities in full,

f) the contractor is obliged to recycle all usable waste (e.g. crushed asphalt and concrete from roadways and other constructions), only other excess material (waste) will be deposited outside the construction site at authorized landfills, in accordance with current Slovak legislation on waste management ,

g) the contractor is obliged to provide the purchaser with the originals of weighted tickets, which must contain the following information: the originator of the waste, the weight of the waste, the type of waste according to the waste catalog, information about the waste landfill to which the waste was exported, the method of waste management (recycling, incineration, . ..and so on), EČV, date and time of issuance of the document, stamp, signature,

h) the contractor is obliged to comply with the relevant provisions of Act no. 79/2015 Coll. on waste and on amendments and additions to certain laws as amended (hereinafter referred to as the "waste law"), further by Decree of the Ministry of the Interior of the Slovak Republic no. 371/2015 Coll., which implements some provisions of the Act on Waste, Ministry of the Slovak Republic Decree no. 365/2015 Coll., establishing the Waste Catalog. It is also necessary to take into account the relevant General Binding Regulations on the management of municipal waste and other waste issued by the relevant municipal governments,

i) for invoicing for each part of the Work, the contractor shall submit documents indicating the quantities of generated waste and the legal method of its recovery, or disposal.

8.31.2 in the field of air protection:

a) carry out construction work only with machinery that has valid emission controls,

b) if the contractor's work activities affect the air quality with increased dust, he is obliged to take technical and organizational measures to prevent and/or eliminate it, to inform all his employees of the demonstrably taken measures and to submit a copy of the notification document to the purchaser before starting specific works,

8.31.3 in the field of water protection:

a) pay attention to the protection of surface and underground waters; if the contractor will use dangerous chemical substances and preparations during the execution of the works, he is obliged to submit to the purchaser a document that all the contractor's employees have been familiarized with emergency measures, and the contractor is also obliged to demonstrate to the purchaser the provision of necessary and acceptable remedial measures,

b) take the water necessary to carry out the work on the Site as economically as possible; the contractor is obliged to use other sources of energy economically (e.g. electricity, gas, heat),

c) in particular, the contractor is obliged to secure and comply with the Permit for the special use of water (e.g. Permit for the abstraction of groundwater, Permit for the pumping of groundwater and its discharge into surface waters or into groundwater during the establishment of structures, etc.).

8.31.4 in the field of protection against dangerous chemical substances and preparations:

a) if the contractor will use dangerous chemical substances or preparations containing a dangerous chemical during the performance of work on the Work, he is obliged to present the purchaser with a safety data card for each such product before starting the work,

b) to store dangerous substances / pollutants in covered objects, in impermeable containers that are placed on a collection tank with the same volume as the volume of stored dangerous substances / pollutants; provide catch basins or absorbent textiles to prevent unwanted leakage of operating contents from construction and transport mechanisms on the construction site; handle liquid

dangerous substances / polluting substances only over catch basins, tubs or absorbent textiles; treat used packaging of hazardous substances/polluting substances as hazardous substances/polluting substances,

c) depending on the location of the work being performed and the amount of hazardous substances/pollutants used, equip the construction site with an adequate emergency kit, which is necessary to prevent the unwanted leakage of hazardous substances/pollutants into the soil, water or into the sewer system,

d) keep a register of dangerous chemical substances and preparations, including their expected amount of use during the execution of the works and their storage location; the contractor is obliged to inform the purchaser in writing about keeping the register,

e) dispose of packaging from these substances as hazardous waste, taking into account compliance with the obligations established for the disposal of this type of waste,

f) take emergency measures in the field of protection for dangerous substances and notify all employees of the measures taken; the contractor is obliged to prove to the purchaser that he informed his employees about the measures taken before starting the performance of specific works.

8.31.5 in the field of landscape and nature protection:

a) the contractor is obliged to cut trees and bushes only on the basis of the prior written consent of the relevant environmental office,

b) in the field of general environmental protection, the contractor is obliged to know and comply with all other requirements resulting from general legal regulations and/or general binding regulations and/or binding decisions of the relevant state and local government authorities regarding the nature of the work performed by him.

8.32 The contractor is responsible for environmental pollution and damage that occurred during or in connection with the execution of the Work. The contractor is obliged to remove the consequences of such pollution and damage and to compensate for the damage caused. At the same time, he bears all the sanctions associated with it.

8.33 The purchaser is entitled at any time during the term of this Agreement to check compliance with the contractor's obligations set out in point 8.31 of these General Terms and Conditions. The contractor undertakes, at any time during the term of this Agreement, to provide the purchaser with documents on request to the extent necessary to check compliance with the contractor's obligations and stipulated in point 8.31 of these General Terms and Conditions.

8.34 In the event that the provision of § 98 of the Waste Act applies to the contractor, by signing the purchaser, he declares in good faith that he has registered with the relevant state waste management authority at the place of his seat or place of business in accordance with the relevant provisions of the Waste Act.

8.35 In the event that the Delivery is even partly financed by the Investor from public sources, the contractor is obliged to fulfill the relevant conditions established by Act no. 343/2015 Coll. on public procurement and on the amendment of certain laws, as amended (hereinafter referred to as the "Public Procurement Act"), in particular, but not exclusively, the provisions of § 32 of the Public Procurement Act.

**Article 9 Specific arrangements of the works contract**

9.1 The contractor may be called contractor and the service may be called work at the works contract conclusion.

9.2 The contractor's obligation to execute the work is considered fulfilled after its proper and timely finish and the protocol handover to the purchaser without any defects and unfinished works, including the handover of the work documentation determined by the purchaser or the one that is usually provided.

9.3 The purchaser is the owner of the work from the work execution commencement on. The property rights to machines, devices, material or equipment that are a part of the work, move to the purchaser with the moment of their delivery to the place of delivery.

9.4 The purchaser reserves the right to conclude a contract for work with a third party as a contractor in order to fulfil the contract subject, if the deadlines, that result from the order/contract or the agreed time of handover of the work, are not met in a substantial way. The increased costs that result from this procedure shall be borne by the contractor.

9.5 A fulfilment deadline delay of more than 15 calendar days to the agreed fulfilment deadline is considered a substantial infringement of the contract.

9.6 The purchaser is entitled to unilaterally set off its due and unpaid claims against the contractor against any due and unpaid claims of the contractor against the purchaser.

**Article 10 The rights and obligations of the purchaser**

10.1 The purchaser is entitled to refuse to take the service/work over, mostly when:

a) the contractor does not hand in the takeover protocol signed by the purchaser along with the service/work, or other usual or agreed documents, e.g. the work take over and had over protocol, the construction site diary, the assembly finish protocol, the technical documentation, certificates, instructions of use etc.,

b) the contractor supplies the service/work before or after the agreed date of delivery,

c) the contractor supplies a smaller/larger extent of the service/work than agreed,

d) the quality of the service/work does not meet the agreed or the usual quality,

e) the service/work was not supplied in compliance with the purchaser's requirements.

If the purchaser uses his right to refuse to take the service/work over, the resulting costs are borne by the contractor.

10.2 The purchaser has the right to get the service/work in the requested extent, high quality, on the determined date by the purchaser and at the agreed place of delivery.

10.3 The purchaser is entitled to check if the employees or subcontractors of the contractor keep the alcohol, narcotic drugs or psychotropic substances ban at the purchaser's grounds as well as at the investor's grounds. In case of an infringement of this ban, the purchaser is entitled to prevent such person from entering the given grounds or is entitled to order such person out of the given grounds.

10.4 The purchaser is further entitled to award a so called red card to an employee or a subcontractor of the contractor in case of an infringement of:

(i) the ban of using alcohol, narcotic drugs or psychotropic substances or

(ii) the ban to steal material, products and objects from the grounds of the purchaser and/or the investor and/or

(iii) the obligation to undergo an alcohol, narcotic drugs or psychotropic substances test and/or

(iv) other substantial obligation agreed by the GCtaC or the contract, for which these GCTaC apply (e.g. an obligation infringement that can lead to damage to property or health, or ecological pollution is considered a substantial obligation infringement).

This red card shall be awarded for a period of 3 years since any of the above mentioned obligation infringements was found and such person, that was awarded a red card, is not entitled to perform any activities for the purchaser for the stated period, either directly or as an employee of the contractor or subcontractor of the contractor. The contractor is responsible for keeping the obligation from the preceding sentence.

The red card may be awarded directly to the contractor by the purchaser, if the purchaser finds 3 infringements of the above mentioned obligations that are stated in this point within two consecutive years; the effects of the red card that is awarded directly to the contractor are the same as with an employee or a subcontractor of the contractor as mentioned above.

**Article 11 The rights and obligations of the contractor**

11.1 The contractor is obliged to supply the service/work properly and in time with all the professional care while the contractor is fully responsible to the purchaser for possible damage due to an infringement of this obligation.

11.2 The contractor is obliged to inform (email, phone call) the purchaser about the supply of a service at least one day ahead, unless the contractual parties agree otherwise in the order/contract.

11.3 The contractor undertakes to secure that the order confirmation shall be done only by a person that has been authorised to do it; the contractor is, in case of an infringement of this obligation, obliged to compensate the damage to the purchaser that resulted from the infringement. Due to purchaser's order confirmation by the contractor, any employee of the contractor who uses the means of communication of the contractor (fax, email, phone) or the stamp of the contractor, is considered an authorised person of the contractor, unless the contractual parties agree otherwise, or unless the contractual parties agree on a concrete authorised person of the contractor whose name is stated in the contract/order. To avoid doubt, the contractual parties consider these subjects a person, who is entitled to act in the name of and for the contractor within the meaning of § 15 or § 16 of the Commercial code.

11.4 The contractor is obliged to inform the purchaser about the person who shall be the contact person and the responsible person for the execution of the service/work for the contactor in written form and 48 hours before the commencement of the service execution. He shall provide the name, surname, ID number, phone number, or email address, if the name is not stated in the order/contract.

11.5 The contractor is obliged to present a list of employees of the contractor (name, surname, ID number), or other persons of the contractor who shall be executing the service/work, in written form 48 hours before the commencement of the service execution. The contractor is obliged to present the purchaser, on request of the

purchaser, with further documents, in particular documents about the health and/or professional competence, about OSH and fire training, technical documentation of the devices, tools and work aids that are used with the supply of the service.

11.6 The contractor undertakes that all employees of the contractor have the required qualification, professional and health competence, they are trained properly on keeping the OSH, fire protection and the environmental provisions. The contractor is responsible for the occupational safety and health of his employees during the construction or the execution of another activity/service/work depending on the order or contract. The contractor secures work safety and operation, mostly keeping the OSH provisions and the fire protection at the construction site and other grounds that are concerned by the executed activity during the whole duration of the service/work execution and he is responsible for the damage to the purchaser or a third party caused by an infringement of those provisions.

11.7 The contractor undertakes to respect the decision of the purchaser or the investor about decreasing of the extent of the service/work. In such case, the price for the service/work is reduced by the price of the work, material, products etc. that shall not be executed or supplied based on this decision of the purchaser or investor. The purchaser undertakes to inform the contractor about this decision in written form not later than 2 days before the work/supply commencement by which the subject of the service/work is reduced. The contractor may execute any extra works of the subject of the service based on a written contract amendment or based on a written approval of the execution of these works by the purchaser.

11.8 The contractor is obliged to have a proper CAR („all risk“) insurance that includes a cross liability insurance of the price of the service/work, unless there is a different kind of insurance explicitly stated in the order or contract. The minimum premium of the liability insurance for damage to a third party must be EUR 30.000 for a natural person – a businessman and EUR 150.000 for a juristic person. The contractor is obliged to present all relevant insurance contracts by request of the purchaser immediately. In case that the contractor does not present the insurance contracts upon the request of the purchaser, it shall be considered a substantial infringement of the contractual obligations of the contractor.

11.9 The contractor obliged to inform the purchaser immediately and in written form about:

a) all substantial facts that concern the execution of his activity (e.g. a change in an official authorisation, state exams etc.),

b) any substantial negative consequence or their threat to the contract subject fulfilment about a possible delay in the obligation fulfilment (not meeting the time schedule) etc.,

c) the progress of the contract subject fulfilment as well as about other facts that can affect the contract subject fulfilment.

**Article 12 Specific provisions**

12.1 By signing the contract, the contractor confirms and declares that he has fulfilled all his obligations to the tax authority, social insurance institution and health insurance company, and that he has all valid authorisations in the meaning of the relevant legal provisions for the execution of the supply.

12.2 The contractor is obliged to keep the provisions of the law Nr. 82/2005 of the statute book about illegal work and illegal employment as amended consistently. The contractor is aware that he must be ready to prove the relevant authorities and the purchaser immediately and at any time that a worker who is present at the construction site and/or only temporarily working on the supply is registered in the social insurance institution and a health insurance company and all his levies have been paid and are currently paid. If he does not do that, the payment period for the invoice maturity does not run and the purchaser is not delayed with the payments. An obligation infringement by the contractor according to this point 12.2 is considered a substantial contract infringement that entitles the purchaser to withdraw from the contract. The contractor is at the same time responsible for any damage caused to the purchaser that resulted from the infringement, mostly for a damage caused by a financial or another penalty in this connection imposed by an authority or the contractual partners of the purchaser (e.g. the investor) and he undertakes to pay it immediately upon the request of the purchaser. The purchaser is entitled to figure in such damage according to the previous sentence with any receivable dues as well as claims not yet due of the contractor.

12.3 The contractor declares that, by the day of contract conclusion, there are no reasons based on which the purchaser should become a guarantor for the tax according to the § 69 article 14 further to § 69b of the law Nr. 222/2004 of the statute book on VAT as amended

(hereinafter „law on VAT“) and he is not listed in the list of VAT payers that encountered reasons for a cancellation of the VAT registration, that is maintained by the financial headquarters of the Slovak republic and is published on the website of the Financial administration of the Slovak republic according to the § 69 article 15 of the law on VAT. The contractor further declares that, immediately after he learns that he has been filed in the list of VAT payers that encountered reasons for a cancellation of the VAT registration, he shall inform the purchaser about this fact immediately.

12.4 The purchaser is entitled to holdback a sum from the invoiced price of the work, or a part of it, that equals the sum of VAT that is stated in every invoice issued by the contractor to the purchaser in case that the contractor provably encounters reasons for a cancellation of the VAT registration according to § 81 article 4 letter b) second point in the meaning of the law on VAT or if the contractor is published in the relevant list of persons for a cancellation of the registration according to § 81 article 4 letter b) of the law on VAT maintained by the financial headquarters of the Slovak republic or if there is a clear justified concern that the contractor will not pay the relevant VAT or a part of it in contradiction to the law on VAT. The purchaser is obliged to use this holdback sum to pay the unpaid VAT of the invoices that were issued by the contractor to the purchaser. The purchaser is obliged to pay this VAT as a guarantor according to § 69 article 14 of the law on VAT. The purchaser is obliged to make such payment in the name of the contractor with the VAT No of the contractor to the account of the tax authority that identifies the contractor. The purchaser has the entitlement to reimbursement of the expenses connected to use of the tax holdback in the meaning of this provision; the compensation is set to a fix sum of EUR 100 for one invoice and shall be figured in unilaterally by the purchaser with the invoice that the tax holdback applies to.

12.5 The purchaser that has been imposed, according to § 69b of the law on VAT as a guarantor, with an obligation, by a decision of a tax authority, to pay the unpaid VAT or its part for the contractor, or if the tax authority issues a decision that it will use the excess VAT of the purchaser or its part to pay the VAT, or its part, that has not been paid by the contractor, the purchaser is entitled to claim a compensation for the unpaid VAT or its part that has been paid in this way and he is entitled to figure such a claim unilaterally in with any of the contractor’s claims.

12.6 The contractor is obliged to keep the legal provisions in the meaning of the law Nr. 315/2016 of the statute book on the partner register of the public sector amending certain acts as amended (hereinafter „LoPRoPS“) during the whole duration of the contract. He declares at the same time that he has fulfilled all his obligations resulting from the LoPRoPS by the day of the contract conclusion and he undertakes to prove these obligations to the purchaser by request of the purchaser provably at any time. When the contractor fails to fulfil his LoPRoPS obligations or if he fails to prove the fulfilment of the LoPRoPS obligations, it shall be considered a substantial contract infringement. The contractor undertakes herewith to pay the purchaser, as well as the statutory representatives of the purchaser any damage that has been caused by not fulfilling of the LoPRoPS obligations immediately by request.

12.7 The contractual parties agree that if one of the contractual parties infringes the contract obligations agreed in the contract substantially, the other contractual party is entitled to withdraw from the contract. The conditions of the contract withdrawal follow the provisions of the commercial code.

12.8 The purchaser may withdraw or partially withdraw from the contract or withdraw a part of the work or execution that make the contract subject from the contractor and may execute them by himself or have them executed by a third party also in case:

a) if the contractor is late with the execution of the work by more than 14 days in comparison to the time schedule,

b) if the contractor does not execute the work in the requested quality, according to the approved project documentation, the STN, STN EN and/or the technological procedures,

c) if the investor contract between the purchaser as a contractor and the investor as the purchaser is terminated due to any reason, or if the investor does not approve the contractor due to any reason or if the investor refuses the presence of the contractor at the construction site that is a part of the supply due to any reason throughout the execution of works,

d) an unauthorised halt or suspension of works by the contractor,

e) a contractor’s delay in fulfilling the tasks from the check meetings of the construction longer than 14 days,

f) that an insolvency proceeding has started against the property of the contractor based on a proposal of a third party to file for insolvency and the contractor does not plausibly refute the existence of reasons for declaring

insolvency or the insolvency proceeding due to lack of property upon the request of the purchaser within the period of at least 14 days;

g) the contractor himself has filed for bankruptcy of the property of the contractor or if the contractor has proposed restructuring, or if the proposal on restructuring has been proposed by a third party with the approval of the purchaser;

h) if the contractor suffers a crisis according to § 67a of the commercial code.

The contractual parties shall do stocktaking and an account of the executed works on the supply without delay in case of a contract withdrawal.

12.9 The contractor shall take measures to secure the unfinished extent of the supply in the extent requested by the purchaser in case of a contract withdrawal or a partial contract withdrawal.

12.10 By withdrawing from the contract, all rights and obligations of the contracting parties expire, except for claims for compensation for damage, claims for contractual sanctions that arise on the basis of a breach of the obligation of the other contracting party, legal sanctions and claims arising from the provisions of this contract on the provision of a guarantee and liability for defects for part of the Work , which was implemented before the withdrawal from the Agreement.

12.11 Settlement of claims due to contract withdrawal:

a) the part of the supply that has been executed before the contract withdrawal remains property of the purchaser,

b) the contractual parties shall pay the financial differences after a mutual approval within 14 days after the delivery of the final invoice to the purchaser.

12.12 The contractor is obliged to clear the place of delivery of the supply within 10 days after the contract termination due to a contract withdrawal.

12.13 The contractor is not entitled to cede the rights and obligations, partially or as a whole, that are in the contract or that arose in connection with the execution of the work to a third party without a previous written approval of the purchaser.

12.14 The contractual parties explicitly agree that the contractor is not entitled to figure in any claims that arose against the purchaser without a previous written approval of the purchaser.

12.15 The purchaser has the right to stop the payments of price of the work in case that he learns (e.g. from the webpage Credit Check and similar) that the contractor does not pay taxes or levies. The halt of payments shall be to that extent to which the contractor is late with the payment of the taxes or levies, up to the point, when the contractor proves to the purchaser in a responsible way (e.g. by a confirmation of a relevant authority) that he has paid the taxes or levies or he explains why he has not paid the taxes and levies in another way (e.g. that the unpaid taxes and levies were handled by a confirmed restructuring plan).

12.16 The contractor undertakes to keep all facts that he learns while fulfilling the contract or in connection to the conclusion of the contract confidential, as well as all information that are confidential in nature or make a trade secret of the other contractual party or another third party („confidential information“). The contractor undertakes that he shall use the confidential information only to fulfil the contract, take measures in order to protect and secure the confidential information against their publication or providing a third party with it and not to provide any other person with the confidential information.

12.17 Only a court or a statutory authority of the other contractual party may exempt a contractual party from its obligation to keep confidentiality according to this article in a form of a previous written approval.

12.18 The contractual parties agree that the commitment to respect confidentiality from the contract shall remain in force also after the termination of the contract relationship, that was founded by the contract, for at least 5 years after the termination of its validity.

**Article 13 Final provisions**

13.1 Derogating agreements in the order or contract take precedence over these GCTaC; this applies also in the same way for the case of a conflict between the order or contract and the GCTaC, the version of the order or contract takes precedence.

13.2 Delivery: an order or other written documents are considered delivered to the other contractual party according to these GCTaC:

a) when using a fax – on the day when the fax was sent, if the technical device proves a successful transfer;

b) when using an email – on the day when the email was sent, if the email does not return as an undelivered email;

c) with a delivery in person with the moment of the takeover or refusal;

d) when sending by post or a courier service to the address stated in the relevant register by the day when the delivery is taken over by the recipient or when it is returned

to the sender by the postman as unsolicited within the storage period or with a note recipient unknown, recipient not reached or another note of similar meaning.

To avoid doubt, the fiction of delivery does not apply to the delivery of invoices issued by the contractor to the purchaser.

13.3 These GCTaC are part of every order of the purchaser and are binding for the contractor with the order confirmation.

13.4 The contractor is not entitled to submit a claim against the purchaser that resulted from the contract/order in any way without a previously provided written approval of the purchaser (agreed submit ban). In case that the contractor infringes this obligation, the purchaser is entitled to exercise his right for a contract penalty of the value of the submitted claim against the contractor; the contractor confirms, by signing of the contract, that he considers the penalty appropriate in relation to the obligation that ensures the contract penalty.

13.5 In case that the contractor created a supply documentation or another project documentation or had a supply documentation or another project documentation created, the purchaser becomes the owner of this documentation with the moment of its creation. If the contractor's activity, according to the copyright law, creates a work, an invention or a design, the purchaser becomes the user of such work with the moment of its creation that means, he becomes the owner of an unconditional license with an unlimited duration. The price for the right to use this is included in the price for the service/work. The contractor declares that no person has a right to the objects, that are handed in, that limit the purchaser's rights according to this provision. In case that this declaration proves to be untrue, the contractor is obliged to pay the resulting damage to the purchaser and secure at his own expense that the purchaser can perform these rights.

13.6 Intellectual property:

The intellectual property means any patents, trademarks, internet domain rights, utility models, registered designs, design rights database rights, copyrights, semiconductor topography rights, trade secret right, confidential information, know-how, trademarks, business name and/or the related rights and any other know rights of the intellectual property that are not stated here, either registered or unregistered, for the whole period of their registration, protection or registration request.

The contractor declares and confirms that:

a) he does not infringe the intellectual property of a third party by fulfilling of the order/contract,

b) the purchaser does not infringe the intellectual property of a third party by using the service/work that has been supplied according to the order/contract or the partial contract.

In case that this declaration is infringed or proven untrue, the contractor undertakes to:

i) pay all and any damages and/or related expenses that result from the infringement of this declaration to the purchaser and/or

ii) take over the obligation (debt) that results from the infringement of this declaration by request of the purchaser.

13.7 The contractor, herewith, gives the purchaser the approval to use his registered marks or trademarks in order to meet, and in the extent of, the subject of the order/contract.

13.8 The protection of personal data: the contractual parties undertake that if they, within their cooperation, come across personal data by the law no. 18/2018 Coll. on protection of personal data as amended, they shall keep and apply the provisions stated in this quoted law in full, as the personal data of natural persons, that are made accessible in this way, are processed by each contractual party in the database of contract partners in their electronic information system for the sole purpose of undertaking of their business activity in connection to the order/contract, and also after expiry of the order/contract.

13.9 The contractor confirms by the confirmation of the purchaser's order that he has been acquainted with the content of the GCTaC before the order confirmation / contract conclusion by the purchaser and that he agrees to them fully.

Bratislava 28.01.2025

GTC enter into force on 28.01.2025