

KAMI PROFIT, s.r.o., Pri starom letisku 17, 831 07 Bratislava

The company is registered in the Business register of the District court Bratislava I., section Sro, folder Nr. 36648/B

Company registration number: 35 943 301 Tax code: 202 202 3872 VAT No. SK 202 202 1872

General commercial terms and conditions for the execution of works, supplying of works or providing services (shortened)

Valid from 31st January 2018

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

b) an order/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“ or „order“ or „orders“).

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 district court Bratislava I., section Sro, folder Nr. 36648/B shall represent the purchaser in the contractual relationship and shall be called „purchaser“ in these GCTaC. The address for correspondence of the purchaser for handing in invoices and other documents is Príjazdná 7/A, 831 07 Bratislava.

1.3 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.

1.4 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.

Article 2 Payment terms

2.1 The price shall be agreed in the contract and 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, 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 contract amendment.

2.3 The contractual parties have agreed that a change of the price of the supply is only possible:

2.3.1 For extra works that became relevant during the execution of works and that were not included in the scope of the supply/service and that the contractor could not foresee after using every reasonable professional competence.

2.3.2 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:

2.4.1 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,

2.4.2 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.

2.6 The purchaser shall do a factual and formal check of every invoice before the financial transaction. 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 contract number, the number of the loading site (stated in the order), 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. 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. For the sake of this contract, the day the sum of money is written-off the purchaser account to the account of the contractor that is stated in the head of this contract is considered the payment day.

2.7 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 entitled to hold back the holdback and the security guarantee in order to make the contractor fulfil the subject of the contract in a proper and timely manner. The contractual parties agree that the purchaser is entitled to meet his demands against the contractor due to defects in the supply, 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.

2.8 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:

2.8.1 The purchaser shall release the holdback in case that the supply is executed in a proper and timely manner in compliance with the order (the contractor shall present a copy of the hand over and take over protocol of the work signed by the purchaser), 30 days after the take-over/execution of the work/service by the purchaser and after eliminating all defects and deficiencies (the contractor shall present a copy of the eliminating of defects and deficiencies confirmation signed by the purchaser – by an authorised person of the purchaser, who is responsible for signing of work summaries and invoicing approvals.), based on a written request by the contractor.

2.8.2 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.

2.9 The contractual parties have agreed 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).

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 contract; if the duration of the contract is not stated in the contract, the contract is concluded until the day when all obligations of the contractor that result from the contract are fulfilled.

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 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. 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.

Article 5 Responsibility for the defects

5.1 The contractor is responsible to execute the work/service according to the conditions of the contract and is responsible that the characteristics of the work that are set by the contract, the project documentation and characteristics otherwise common shall be kept during the whole warranty period and that the work shall serve its purpose during the warranty period.

5.2 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 the instructions of purchaser,
- b) If a continuation of the execution of the service/work caused damage in the following period or the work safety was threatened.

5.3 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, 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.

5.4 The contractor provides the purchaser with a 60 months warranty and the warranty period starts on the day, when the takeover protocol is signed (hereinafter „warranty“) , if the contractual do not agree otherwise in written form. If the purchaser provides the investor with this work/service, this warranty period starts on the day when the work is handed over to the investor.

5.5 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.

5.6 If the purchaser exercises his right for defect elimination, the contractor is obliged to begin with the reclaimed defects provably not later than 48 hours after the delivery of the complaint. In case that the contractor does not begin with the defect elimination within 48 hours after the complaint delivery, the purchaser is entitled to eliminate the defects by a third party at the expense of the contractor and the purchaser is at the same time entitled to receive a contract penalty according to these GCTaC. The purchaser shall state the period for elimination of defects directly in the complaint.

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

Article 6 Contract penalties

6.1 The contractor is, in case of a delay in completion of the work/supply, obliged to pay a contract penalty of 0.05% of the whole sum of the work for every day (including the day that has begun) of the delay to the purchaser.

6.2 The purchaser is obliged to pay a default interest of 0.05% of the sum due for every day of the delay up to the day of payment, in case of a purchaser delay in payment of the price of the work or its part.

6.3 The contract penalty for not meeting the guaranteed parameters is 0.5% from the whole sum of the work, for every individual case.

6.4 The contractual parties agree that the purchaser is entitled to receive a contract penalty of 100€ for every infringement of the OSH by an employee of the contractor.

6.5 The contractual parties agree that in case that the purchaser is fined with a contractual penalty by his contractual partner (from the contractual relationship where the purchaser is a contractor) because of obligation infringement by the contractor (or his employees or subcontractors), purchaser is entitled to charge the contractor with a contract penalty that is twice the penalty that the purchaser was charged. The contractor fully agrees with this and he considers the penalty appropriate.

6.6 The purchaser's right to damages in full including the right to damages due to an improper performance is not influenced, nor limited, by the above stated contract penalties. The purchaser is entitled to claim damages from the contractor in full individually.

6.7 The contractor confirms that he considers the penalties appropriate in relation to the obligation that ensures the contract penalty.

Article 7 Specific declarations

7.1 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.

7.2 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.

7.3 The contractor 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.

7.4 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 law Nr. 133/2013 of the statute book – construction products as amended.

7.5 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.

Article 8 Specific arrangements of the works contract

8.1 The contractor's obligation to execute the work/service 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.

8.2 The purchaser reserves the right to conclude an order for work with a third party as a contractor in order to fulfil the order subject, if the deadlines, that result from the order 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.

8.3 There shall be a work hand over and take over protocol created about the handover and takeover of a properly executed work. The obligation of the contractor to execute the work is fulfilled, when he completes it properly according to the contract by eliminating all minor defects and unfinished works stated in the take-over protocol. The risk of damage on the work passes on from the contractor to the purchaser by taking the properly executed work over by the purchaser.

8.4 The condition for handing the work/service over and taking the work/service over is passing all tests of the work according to specific legal regulations, technical norms and the project documentation. A condition for the work takeover is also the obligation of the contractor to hand the working place and the space used for the work execution over cleaned of rests of materials, packaging, demolished material and bringing it into the original state so that the work can be taken over and used in a proper way; otherwise, the work is considered to have defects.

8.5 The contractor is responsible for the cleanness and order at the place of the work execution. The contractor shall remove all waste that results from his activities at his own expense.

8.6 The contractor must not limit the continuity of the activities of the purchaser or third parties at the construction site during his work activities with no reason.

8.7 The purchaser shall provide the contractor with connections to electricity, non-potable water and sewerage, the contractor shall bear the costs for energy and water consumption as a flat rate in the sum of 0.5% of the price of the work (the stated charge shall not apply for the material supply done by the contractor). The purchaser is entitled to figure in his own receivable dues against the contractor under such costs unilaterally with any of the receivable or outstanding due of the contractor against the purchaser.

8.8 The purchaser, based on a written request delivered to the contractor, reserves the right to extend or to restrict the object of the work by further works and supplies, also without the agreement of the contractor, who is obliged to secure these works and supplies immediately for a payment, if the financial volume of such requested works does not exceed 10% of the total price (excluding VAT) of the agreed work. The contractor is, based on a written request according to the sentence above, obliged, to provide the purchaser with a priced bill of quantities within 10 days, as well as an updated time schedule of the works that respects the needed time for the execution of the requested extra works. The price for the extra work execution stated in the bill of quantities must be based on the unit costs stated in this contract, and this price includes all the contractor's expenses for the execution of the requested extra works. The contractual parties shall conclude an addendum to this contract about the change in the extend of the work according to this point of the contract. The

purchaser shall present the contractor with this addendum to sign within 10 days after the day of approval of the priced bill of quantities and the updated time schedule of works according to this point of the contract and the contractor undertakes to sign such addendum within 3 days after its delivery by the purchaser. If the extra works are not done or the addendum, presented by the purchaser, is not signed by the contractor, it is considered a substantial infringement of the contract, and the purchaser is entitled to receive a contractual penalty of 0.05% daily of the price of the work according to this contract without VAT from the contractor.

Article 9 The rights and obligations of the purchaser

9.1 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 hand 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.

9.2 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.

Article 10 The rights and obligations of the contractor

10.1 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.

10.2 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.

10.3 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.

10.4 The contractor obliged to inform the purchaser immediately and in written form about all substantial facts that concern the execution of his activity.

Article 11 Specific provisions

11.1 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.

11.2 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. A obligation infringement by the contractor according to this point 11.2 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.

11.3 The condition for the payment of the contract price of the work, invoicing and the liability conditions for the value added tax are subject to current legislation at the time of the taxable transaction.

11.4 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.

11.5 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.

11.6 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.

11.7 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.

11.8 All rights and obligations of the contractual parties lapse with the contract withdrawal except for the claims for damages, claims for the contract or legal sanctions that have been applied up to that point, the claims resulting from the contract provisions on providing a warranty and responsibility for defects for the part of the supply that has been executed before the contract withdrawal.

11.9 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. 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 12 Final provisions

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

12.2 The contractor is not entitled to assign the rights and obligations of the contract in full or partially, or those that came to be in connection with the execution of the work according to the contract to third parties without a prior written consent of the purchaser.

12.3 The contractual parties explicitly agree that the contractor is entitled neither to assign nor figure in any receivables that arise towards the purchaser without a prior written consent of the purchaser.

12.4 The protection of personal data: the contractual parties undertake that if they, within their cooperation, come across personal data by the law Nr. 122/2013 of the statute book 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, and also after expiry of the order.

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

Bratislava, 1st November 2017

The GCTaC shall take effect on 1st November 2017

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Contractor's signature

