

# General commercial terms and conditions for the performance of Work or delivery of Works



STREICHER SK, a.s.

Hruštiny 602, 01001 Žilina, Slovakia

## I. General provisions and basic concepts

1.1 The General commercial terms and conditions for the delivery of works (hereinafter referred to only as the "General Commercial Conditions") apply to all contractual relations arising from agreements (hereinafter generally the "Agreement") that are concluded by the company STREICHER SK, a. s., (joint stock company) based in Hruštiny 602, 010 01 Žilina, CIN: 36 425 851, registered with the Companies Registry kept by the District Court Žilina, section: 5a, entry no.: 10461/L (hereinafter referred to only as the "Ordering Party") with sole trader, natural or legal persons (hereinafter referred to only as the "Contractor"). In order to perform certain work or deliveries of certain type of works (hereinafter referred to only as the "work") for the main ordering party specified in the Agreement that is in a separate contractual relation with the Ordering Party, as well as to relationships created in connection with the process, purpose of which is the conclusion of the Agreement. The application of the general commercial conditions of the other contracting party or any other general commercial conditions is hereby explicitly excluded unless the contracting parties would agree otherwise in writing. Agreement, for the purpose of these General Commercial Conditions, means mainly contract for work, framework contract for work, as well as any mutually confirmed proposals of the parties (Ordering Party, Contractor) that contain fundamental requirements for the contract for work, e.g., order of the Ordering Party confirmed by the Contractor in writing (so-called partial contract). If according to these General Commercial Conditions, a submission of the copy of the order is required, submission of the copy of the order along with its written confirmation is necessary.

1.2 Contracting parties can regulate their rights and duties differently from the provisions hereof. Any deviations from these General Commercial Conditions are binding for the contracting parties only if the contracting parties have agreed to them in writing. In such a case the altered agreements of the contracting parties prevail over the wording of these General Commercial Conditions.

1.3 These General Commercial Conditions are, in compliance with the provision of Section 273 of the Act no. 513/1991 Coll. of the Commercial Code as amended (hereinafter referred to only as the "Commercial Code"), an integral part of the Agreement.

1.4 In the meaning of these General Commercial Conditions, an Agreement is considered concluded (i) by the date of the signing of a written copy of the Agreement by both contracting parties or (ii) by the date of the timely delivery of written confirmation from the Contractor in which the Contractor accepts the conditions proposed by the Ordering Party in the order and conditions in these General Commercial Conditions; provided the Contractor's confirmation contains conditions different from those listed in the Ordering Party's order, the Ordering Party shall be bound by those different conditions only upon its written consent therewith.

1.5 Each agreement has to contain basic identification data (mainly business name, seat/place of business activity, legal form, CIN, identification of registry/evidence and entry data) of the contracting parties in the meaning of the registration in the companies register, the trade register, or registration in another register prescribed by law. Each contracting party is at the same time obliged to inform the other contracting party immediately about all changes that happen to it and that are entered in the above mentioned registers, otherwise it will be responsible for all damages following from that or for the expenses that the other contracting party had to spend in relation to this.

1.6 The Agreement in the name of the Ordering Party is signed by: The Chairperson of the Managing Board or a person authorised by him/her who act independently in the name and on the account of the Ordering Party, and their signature is binding towards third persons.

1.7 The main ordering party is a natural or legal person who has a special contractual relationship with the Ordering Party and is stated in the Agreement.

1.8 The building site is a place of the realization of work and its relevant connections.

1.9 The bill of quantities is the definition of the amount and type of individual items.

1.10 The surveying protocol means the actually performed items of the bill of quantities for a certain period.

1.11 The variation sheet is elaborated after the change of design. The reason for the change of project (design) and the person who has approved the above change will be stated in the variation sheet. Further, the variation sheet will contain the financial impact on the realization of the work and the contingent change of the term for realization of work.

1.12 The documentation is a set of deeds and documents that are necessary for proper execution of the work.

## II. The subject matter of the Agreement

2.1 The subject matter of the Agreement is the obligation of the Contractor to perform for the Ordering Party a certain work and an obligation of the Ordering Party to pay to the Contractor the price for its execution.

2.2 In compliance with the provision of Section 536 subpar. 2 of the Commercial Code, the work means the production of a certain thing, assembly of certain item, its maintenance, performance of an agreed repair or modification of a certain thing or materially recorded result of other activities. Construction, assembly maintenance, repair or modification of a building or its part is always work.

2.3 The Contractor is obliged to perform the work according to specification agreed to in the Agreement or required in the partial contract.

2.4 Unless the contracting parties agree otherwise, the Contractor is not entitled to partial fulfilment of the subject matter of the Agreement. Failure to perform the work in the range and within the term as was agreed in the Agreement will be considered as a substantial violation of the Agreement and constitutes the right of the Ordering Party to withdraw from the Agreement, even without the obligation of the previous written notification of the Ordering Party requesting the remedy thereof.

2.5 The Contractor is obliged to perform the work exclusively within the agreed range. Any works beyond the agreed range of the work may be performed by the Contractor only based on a special written agreement with the Ordering Party. A written agreement can be also an entry in the building logbook signed by a competent employee of the Ordering Party and of the Contractor. In case the Contractor would start to perform such works before the conclusion of special written agreement with the Ordering Party, then the Ordering Party is obliged neither to accept such works nor to pay for their performance. In case it will be necessary to remove the consequences of works performed by the Contractor without special written agreement with the Ordering Party, then the Contractor will be obliged to compensate the Ordering Party for all expenses connected with the removal of the consequences of such works.

2.6 The Contractor is entitled to authorize for the performance of works only such persons who are professionally qualified for the performance of respective works and persons who are medically qualified for the performance of respective works. Violation of this obligation is considered as a substantial violation of the Contractor's contractual obligations.

## III. Price, currency and payment conditions

3.1 Unless agreed otherwise in writing in the Agreement, all Contractor's expenses spent for the performance of work as well as the expenses connected with the handover of the work to the Ordering Party at the site assigned for the hand over of work, are included in the price for the performance of the work (hereinafter referred to only as the "Price of Work").

3.2 The Contractor is entitled to demand payment of Price of Work after the performance of work, unless partial payment was agreed to in writing.

- In case of partial payment the Ordering Party undertakes to pay the Contractor for the performed works in the form of partial or monthly invoices - tax documents. The amount of partial/monthly invoice has to correspond materially and financially with the amount of performed work including the built-in material within the respective time period/month that will be stated in the surveying protocol.
- In case of partial payment, the Contractor undertakes to submit partially/monthly to the Ordering Party the documents proving partial/monthly fulfilment, in order to verify the correctness thereof, in two copies. The Ordering Party will confirm the correctness of documents by signing of surveying protocol and the list of performed works by an authorized representative of the Ordering Party.

3.3 The Ordering Party is obliged to pay the Price of Work only based on an invoice issued by the Contractor and delivered to the Ordering Party, attachment of which will be the documents proving the performance of work, signed by an authorized employee of the Ordering Party. The Ordering Party will pay to the Contractor the Price of Work by means of a transfer order in agreed currency.

3.4 The term of maturity of invoices is 60 days from the date of their delivery to the Ordering Party. In case the last day of maturity term would fall according to Slovak calendar on a day off, red letter day or holiday, then the contractual partner will accept the subsequent working day as the day of the payment of financial obligation for the equally agreed price and payment conditions.

3.5 The invoices will be issued in euros.

3.6 As day of fulfilment of the financial obligation will be considered the day when the due amount is deducted from debtor's bank account in favour of creditor's bank account.

3.7 An invoice has to contain all requirements in the sense of valid legal regulations and at the same time the following items:

- Designation saying that it is an invoice;
- sequence number of invoice;
- name and address of the seat, place of business or operating unit of the contracting parties;
- registration number (IČO/CIN), tax registration number (DIČ) and identification number for tax (IČ DPH, if granted) of both contracting parties;
- place of registration of the Contractor and number of document, according to which the registration was made;
- number of partial contract or Agreement with statement of their marking and date of execution or conclusion;
- date of invoice' issuance;
- the quantity and type of performed works;
- in a case when tax relief will be applied, then this relief should be stated as a reference on the invoice;
- the date when the work was delivered or date when the payment was accepted;
- maturity date of the invoice (it is necessary to state the number of days from the delivery of the invoice);
- variable symbol;
- constant symbol;
- bank connection of the Contractor in the form of ABO and IBAN and SWIFT (BIC);
- form of payment by transfer order;
- tax basis, tax rate and total amount of tax in EUR;
- the unit price without tax and discounts and rebates, in case they are not included in the unit price;
- price of fulfilment including taxes;
- the amount of retained amount - 10 % from invoiced amount excl. VAT;
- in case a foreign entity will be stated, the information that the person obliged to pay tax is the person to whom the work was delivered;
- the deduction of paid advance payments with the date of the acceptance of their payment and the breakdown of the amount of the fulfilment without taxes, tax rate, amount of tax; amount for payment;

- name, signature and telephone connection of responsible employee of invoice issuer;
- imprint of the stamp of invoice issuer;
- in a case when the Contractor is not based in the Slovak Republic (hereinafter referred to only as the "SR") the Contractor has to submit the original invoice in a foreign language and its translation into Slovak language.

In a case when an invoice would not contain the above requirements, the Ordering Party is entitled to return the invoice without paying it to the Contractor for supplement/correction. By legitimate return of the invoice the maturity term of the invoiced amount is suspended and it will start again from the date of the delivery of a new (corrected/ supplemented) invoice to the Ordering Party.

3.8 Legitimate invoices issued by the Contractor will be paid by the Ordering Party up to the level of 90 % of the invoiced amount excl. VAT. The remaining 10 % of the invoiced amount excl. VAT will constitute a retained amount (5 %) and warranty security (5 %). This amount will not bear interest.

- The Contractor will gain the right to the payment of the whole retained amount within the maturity term of the final invoice issued after the hand over and acceptance of the work without defects and shortages to the Ordering Party.
- In case the Contractor will submit the work with minor defects and shortages that are stated in the Acceptance Certificate (protocol demonstrating hand-over and acceptance of work according to Article 7.1. of General Commercial Conditions), the Ordering Party will retain 5 % from the total price of the invoiced amount excl. VAT (retained amount) until the time of the removal of all defects and shortages. The Contractor will gain the right to the payment of retained amount based on its written request delivered to the Ordering Party after removal of all defects and shortages stated in the Acceptance Certificate, however at the end of the maturity term of the final invoice at the earliest.
- The Ordering Party will pay the warranty security to the Contractor within 30 days from delivery of its written request after the lapse of the warranty period and after fulfillment of all obligations resulting from liability of the Contractor for defects.
- The Ordering Party is entitled to set off its due financial receivables resulting from the Contractor's liability for defects against a claim of Contractor for payment of the retained amount and the warranty security. The claim of the Contractor for payment of the retained amount and the warranty security expires in the amount as set off by the Ordering Party.
- After signature of the Acceptance Certificate by the contracting parties, the Contractor can wholly or partially replace the warranty security by a bank guarantee approved by the Ordering Party. The warranty security will then be paid by the Ordering Party to the Contractor within 15 days from the delivery/submission of the original of the approved bank guarantee to the Ordering Party.

3.9 The bank connection of the Contractor stated in the invoice has to be identical to the bank connection agreed in the Agreement. Otherwise the Ordering Party is entitled to return the invoice to change the bank connection of the Contractor in accordance with the Agreement and with a requirement for new maturity term, i.e., the maturity term shall commence again as of the day of delivery of the corrected invoice to the Ordering Party. In case of incorrectly stated bank connection in the form of ABO, IBAN and SWIFT (BIC) or different bank connection in the form of ABO, IBAN and SWIFT (BIC) in the Agreement and in the invoice from the Contractor, the Ordering Party will not be responsible for contingent damage incurred as a consequence of such incorrectly addressed transfer; in such a case the Ordering Party is entitled to claim a contractual penalty from the Contractor in the amount equal to the sum of the incorrectly addressed transfer, whereas asserting the right to contractual penalty according to this article does not affect the right of the Ordering Party to claim compensation of damages. The Ordering Party can claim also compensation of damages exceeding the contractual penalty.

3.10 The Ordering Party will bear its bank charges and the Contractor will bear bank charges of the Contractor. In case of the violation of contractual conditions by the Contractor related to the payment the Contractor will bear all bank charges.

3.11 A surveying protocol and the list of performed works should be attached to each invoice (final or partial) proving the acceptance of works by the Ordering Party.

3.12 The precondition for the payment of final invoice is the delivery of respective technical documentation, as well as the list of all preceding invoices related to the subject matter of Agreement according to the subject of invoice.

3.13 Revenue achieved from contingent valuation/sale of waste as a secondary raw material is the property of the Ordering Party. The Ordering Party hereby authorizes the Contractor to hand over the waste to an eligible person and accept the document on the handover of waste issued in the name of the Contractor and on the account of the Ordering Party. The document issued by authorized person, proving the hand over or liquidation of waste has to contain at least: business data of the eligible person and of the Contractor, type and quantity of waste, price, method and place of the hand over/liquidation, and date of issuance. The Contractor is obliged to submit such a document immediately to the Ordering Party, within 3 working days at the latest. The Ordering Party will then issue an invoice for the price stated on the submitted document and will send it to the Contractor for payment within the determined maturity time. Any costs incurred by liquidation of waste are included in the Price of Work and shall be borne by Contractor.

3.14 The contracting parties will proceed in the settlement of their tax obligations according to valid and effective legal regulations being in force in the SR and in compliance with international legal standards, with an exclusion of option to assume tax obligations for the other contracting party.

3.15 In case the Contractor is not based in the SR, it is obliged to submit to the Ordering Party an officially verified confirmation of tax (financial) office on tax domicile (residence) within 10 days from the date of the conclusion of the Agreement at the latest, in case it did not do so at the time of the Agreement's conclusion.

3.16 In case the Contractor is not based in the SR, it is obliged to submit a written affidavit stating that it has or does not have a permanent establishment on the territory of SR, or if it assumes that such a permanent establishment could be established as a result of the fulfilment of the Agreement, in the sense of valid legal regulations being in force in the SR or a respective double taxation treaty, at the time of conclusion of the Agreement, however, not later than within 10 days following the conclusion of the Agreement if it did not do so at the conclusion of the Agreement. In case the Contractor will establish a permanent establishment in the territory of the SR after the conclusion of the Agreement, it is obliged to inform the Ordering Party about this fact in writing immediately.

3.17 The contracting parties undertake to accept any legislative changes in the legal order of the SR, including alterations in tax laws that will affect the Agreement and they will respect their application during the time of their validity. The Contractor undertakes to consult immediately with the Ordering Party all changes in his relation to tax obligations towards SR and will submit on request to the Ordering Party all documents that are necessary for proper settlement of its tax obligations.

3.18 The Contractor can assign its receivables against the Ordering Party to other party only with a previous written approval of the Ordering Party. The Contractor can agree with other person to assume its debt towards the Ordering Party only with the previous written approval of the Ordering Party. The Contractor is not entitled to unilaterally set-off its receivable towards the Ordering Party against the receivable the Ordering Party has towards the Contractor.

## IV. Place and term of fulfilment

4.1 The Contractor is obliged to hand over the duly performed work at the site agreed in the Agreement. In case the place of hand over is not particularly agreed in the Agreement then the Contractor is obliged to hand over the work at the seat of the Ordering Party.

4.2 The Contractor is obliged to perform the work and hand it over to the Ordering Party within the agreed term.

4.3 The Ordering Party is not obliged to accept the work before the agreed time of fulfilment.

4.4 The failure to observe the term of the handover of the work is considered a substantial violation of Agreement. In case of Contractor's delay with the handover of the work, the Ordering Party is entitled to withdraw from the Agreement. The Ordering Party is at the same time entitled to claim contractual sanctions from the Contractor according to Article XIV. of these General Commercial Conditions.

## V. Method of work's performance

5.1 The Ordering Party is entitled to audit continuously the performance of work.

5.2 In case the Ordering Party would find out that the Contractor is performing the work in contradiction with its obligations, the Ordering Party is eligible to demand from the Contractor to remove the defects arisen by defective performance of the work and to perform the work in a duly manner.

5.3 In case the Contractor would not meet this obligation within the appropriate time limit provided to it for this purpose by the Ordering Party, the Ordering Party is entitled to withdraw from the Agreement.

5.4 The Contractor is obliged to perform the work by means of its employees employed in accordance with relevant legal provisions. Likewise the Contractor is obliged that any third party used for performance of the Contract shall employ all its employees engaged in performance of the work in a legal manner in accordance with relevant legal provisions. Based on a request of the Ordering Party, the Contractor is obliged, at any time during performance of the work, to present to the Ordering Party evidence proving fulfilment of such legal requirements. Should the declaration of the Contractor mentioned in the first and second sentence of this paragraph show to be untrue, or should the Contractor not present all evidence based on the Ordering Party's request, the Ordering Party reserves its right to withdraw from the Contract due to fundamental breach of the Contract. The Ordering Party's claim for damages shall remain unaffected by this. The Contractor is obliged within 7 working days from the date of delivery of the Ordering Party's request to compensate the Ordering Party for all costs in connection with fines imposed on the Ordering Party for breach of the prohibition of acceptance of service/work performed by the Contractor by means of a natural person illegally employed by the Contractor and/or by a third party used by the Contractor for performance of the Contract.

## VI. Ownership title and risk of damage

6.1 The Ordering Party acquires the ownership title to the work upon the handing over of the work.

6.2 The risk of damage concerning the work passes to the Ordering Party at the moment of acceptance of the work from the Contractor.

## VII. Acceptance of the work and acceptance tests

7.1 The contracting parties will prepare a written acceptance protocol (hereinafter referred to only as the "Certificate of Acceptance") about the acceptance of the work by the Ordering Party. The Certificate of Acceptance signed by representatives of both contracting parties will be proof of the fulfilment of the subject matter of the Agreement by the Contractor.

7.2 The Contractor is obliged, to handover to the Ordering Party the documents that are necessary for the acceptance and use of work, as well as other documents stipulated in the Agreement and in these General Commercial Conditions, at the acceptance of work at the latest.

7.3 If required by legal regulations or if agreed in the Agreement, the Contractor is obliged, at the acceptance of the work by the Ordering Party at the latest, to submit to the Ordering Party the respective technical documentation, testimonials of materials used

during the performance of the work and documents on performed tests or other documents if they are prescribed by generally binding legal regulations or by respective technical regulations or if they are required by the Ordering Party or if their submission is usual in respect to the character of work.

7.4 The Contractor is obliged to test the work or let it undergo a technical inspection before its handover (hereinafter referred to only as the "Tests") in order to find out whether the work meets requirements of quality and of workmanship and whether it meets the conditions stipulated in the Agreement. The Contractor is obliged to submit the result of Tests to the Ordering Party by the acceptance of the work by the Ordering Party at the latest.

7.5 In case the contracting parties have agreed that the Ordering Party is eligible to be present during the performance of Tests, the Contractor is obliged to inform the Ordering Party about the place and date of the performance of Tests 5 days before the planned date of tests at the latest.

7.6 In case the Ordering Party or its authorized person would not appear at the determined time for the performance of Tests, the Contractor can also perform the Tests without the participation of the Ordering Party; however, the Contractor is obliged to inform the Ordering Party about the result of the Tests without undue delay.

7.7 The Contractor will bear the expenses connected with performance of Tests of the work.

7.8 The Ordering Party will bear the expenses connected with the participation of the Ordering Party or its authorized person at the performance of Tests. In case the Tests will not be performed within the agreed term due to the Contractor or if the result of the Tests is negative, then the Contractor is obliged to compensate to the Ordering Party all expenses that will be incurred to the Ordering Party in relation to this.

7.9 The performance of Tests, with participation of the Ordering Party will not relieve the Contractor of its responsibility for defects found after the handover of work and will not replace an independent technical output inspection by the Contractor.

7.10 The documentation related to the performance, acceptance of work and performance of Tests (documents required according to legal regulations, building logbook, protocols, card of safety data, etc.) shall be prepared in the Slovak language.

#### VIII. Defects of work and claims resulting from defects of work

8.1 The Contractor is obliged to perform the work in a range and quality stipulated by the Agreement. Otherwise the work is defective.

8.2 In compliance with the provision of Section 564 of the Commercial Code, the corresponding provisions of Section 436 to 441 of the Commercial Code apply to the claims of the Ordering Party resulting from defects of work, whereas the Ordering Party is entitled to choose remedy options.

8.3 By asserting the claims arising from the defects of the work, the claims of the Ordering Party for compensation of damage or for a contractual penalty remain unaffected.

8.4 The Contractor is obliged to deliver to the Ordering Party a written response to asserted rights arising from the defective work within the period of 5 calendar days following the Ordering Party's notification of defect(s) of work. If such a written response is not delivered to the Ordering Party within the stipulated period, such an action of the Contractor shall be considered as an acceptance of Contractor's liability for defects of work listed in the notification.

8.5 If the Contractor refuses to remove the defects of work for which the Contractor is liable, or if the Contractor does not commence with the removal of claimed defects without undue delay after the confirmation of delivered notification of defects or if the Contractor does not deliver to the Ordering Party the response concerning the claimed rights arising from defects within the period stipulated in Article 8.4., the Ordering Party is entitled to remove the defect in a manner at its own discretion and at the Contractor's expenses. These expenses shall be re-invoiced to the Contractor after the repair and the Contractor is obliged to reimburse these expenses immediately after delivery of the invoice.

#### IX. Guarantee of quality

9.1 By the guarantee of work's quality the Contractor assumes an obligation that the work will be capable for use for the determined period of time for the agreed or usual purpose and that it will preserve the agreed or usual properties.

9.2 In case it is not stipulated otherwise in writing in the Agreement then the guarantee period is 60 months and it starts from the date of the acceptance of work by the Ordering Party. The guarantee period shall not be in effect during the periods when the Ordering Party cannot use the work due to its defects for which the Contractor is liable.

#### X. Risks resulting from the work and the application of dangerous materials

10.1 In case the work contains materials, or if there were applied during the performance of the work substances, that have one or several dangerous properties, the Contractor is obliged to characterize the risk following from the use of the work in the corresponding documentation, to identify the hazards and to determine the measures for safe handling, storage and transportation of these materials or work, particularly from the view of health and environment protection. In the case when the work also contains the delivery of merchandise that contains dangerous chemical substances or dangerous chemical preparations, the Contractor is obliged to provide the card of safety data in compliance with special legal regulations.

10.2 The Contractor is obliged to provide the Ordering Party with relevant information on endangerments following from the use of the work in designated operating and user conditions, including information on the ways of protection against these hazards and to perform measures following from special regulations to secure the safety, protection of health, as well as from the view of fire protection and of environmental protection.

#### XI. Audit

11.1 If the Contractor declares that he has implemented a system of quality management, of environment or of safety (certified or uncertified), he is obliged based on request of the Ordering Party to enable authorized employees of the Ordering Party to perform in their operating units an audit focused on the verification of compliance with such system. In case of Contractor's non-compliance with such system or of violation of its obligation to allow auditing, the Contractor shall be obliged to pay to the Ordering Party damages at the amount incurred and additionally a contractual penalty of EUR 10,000 (in words: ten thousand euro) for each case of violation. Furthermore, in such case, the Ordering Party shall be entitled to withdraw from the Agreement.

#### XII. Environment protection

12.1 The Contractor is obliged, during the performance of the work, to observe the provisions of generally binding legal regulations on environmental protection.

12.2 The Contractor is responsible for the contamination and impairment of environment that occurred in connection with the performance of the work. The Contractor is obliged to remove the consequences of such contamination and impairment and to compensate for the caused damage. At the same time the Contractor will bear all related sanctions.

12.3 The Contractor is obliged to observe special legal regulations in the area of water protection, particularly to perform appropriate measures during handling with dangerous substances and to meet obligations in the area of prevention. In case the Contractor would cause by his activities significant deterioration of water quality, the Contractor will act as the originator and will be responsible for the liquidation of significant contamination and the removal of its harmful consequences. The Contractor is obliged to provide the respective documents, permits, approvals and the necessary statements of water protection authorities.

12.4 If the subject matter of the Agreement would relate to a facility of a source of air pollution or can by any way influence the emission of polluting materials or represents a change of respective documentation, the Contractor is obliged to provide for the approval of statutory documents and to gain the necessary statements and permits of air protection authorities.

12.5 During servicing, cleaning or maintenance works performed at the seat, site of business, of an organizational unit or other site of activities of the Ordering Party, the Contractor will assume in the sense of law on waste all obligations of waste possessor for the waste that will be generated in relation with the performance of works; and it is obliged to handle this waste in compliance with regulations on handling waste, particularly: to classify waste in the sense of the catalogue of waste, to keep records of waste with registration of waste, ways of handling, its final assessor or liquidator, to sort waste according to its character and secure preferential sizing up and if it is possible, to provide its liquidation by an authorized organization at own expenses. It is obliged to elaborate and provide the approval of statutory documents and to gain the necessary approvals. The Contractor will hand over the complete documentation on waste handling with waste at the acceptance of the performed works by the Ordering Party that is the originator of this waste.

12.6 For other works besides those stated in Article 12.5., the Contractor is obliged to observe special legal regulations in the field of nature and countryside protection as well as to elaborate and obtain the relevant statements and approvals of the authorities of nature and countryside protection.

12.7 The Contractor is obliged to observe special legal regulations related to protection against noise and vibrations. The Contractor is obliged to provide by means of technical, organizational and other suitable measures that the noise level would not exceed the highest admissible values stipulated by special legal regulations.

12.8 The Contractor is obliged to operate and upkeep its own machinery and machinery of its suppliers in such a technical condition that would prevent the leakage of oil materials or other unsafe substances.

In case of found violation of this obligation the Ordering Party is entitled to suspend the operation of such machinery and to expel them from the work site.

#### XIII. Main principles of conduct in the field of environment, labour safety and health protection and of fire protection

13.1 If at one worksite employees of the Ordering Party and of the Contractor are executing their tasks, then there has to be cooperation of these persons during prevention, preparation and execution of measures to secure safety and protection of health at work, coordination of activities and mutual information based on a concluded written agreement that sets forth which of them will be responsible for the creation of conditions of safety and protection of health at work (hereinafter referred to only as the "HSW") of employees at the common worksite and in what range.

13.2 The expenses that the Ordering Party incurred due to the non-observance of HSW and fire protection requirements (hereinafter referred to as the "FP") by the Contractor, will be paid by the Contractor.

13.3 In the case of the performance of assembly, repairing, building, revision and professional works at the worksite or at equipment of the Ordering Party, the Contractor will provide the furnishing of the worksite for safe performance of works. The works can start only if the worksite is secured and furnished.

13.4 The Contractor assumes full responsibility for working accidents of own employees at the worksites of the Ordering Party and for the registration of working accidents, their file keeping and reporting in the sense of relevant legal regulations. At the same time the Contractor is obliged to inform immediately the safety officer of the Ordering Party about the working accident.

13.5 The Contractor undertakes to perform works in compliance with valid legislature concerning HSW and FP.

13.6 The Contractor is obliged to inform the Ordering Party about contingent perils, hazards, risks and about preventive measures based on the elaborated register of risks, following from the performed works in sense of valid legal regulation on HSW. At the same time the Contractor is obliged to inform the Ordering Party about the measures for rendering first aid, for the performance of rescue works and for the evacuation of employees.

13.7 The Contractor is obliged to cooperate during the performance of building works with the coordinator of documentation and the coordinator of safety who will be nominated by the Ordering Party in the sense of respective legal regulations.

13.8 The Contractor is obliged to obtain the respective licenses for employees of the individual professions for works requiring professional or medical suitability (welders, work at high places, etc.).

13.9 Before the commencement of the fulfillment of the subject matter of the Agreement, the Contractor is obliged, in cooperation

with the Ordering Party, to provide that the Contractor's employees and suppliers become familiar with valid internal regulations of HSW, FP and environment protection, including the register of risk and environmental aspects of the Ordering Party.

13.10 The Contractor is obliged to provide that the worksites, machines, equipment, tools etc. would not endanger HSW. For this purpose the Contractor is obliged to perform their necessary maintenance and repairs.

13.11 The Contractor is obliged to observe the ban on smoking and the ban on using alcoholic beverages at the worksites of the Ordering Party.

13.12 The Contractor is obliged to equip its employees at own expenses with personal protective work equipment meeting the risks of working activities and to mark them with a visible logo of Contractor's firm. Further, the Contractor is obliged to secure the movement of its employees only within the designated worksite.

13.13 The Contractor is obliged to perform welding works and other handling of open flame at worksites with increased fire hazard only based on relevant written permit approved by the responsible person of the Ordering Party. In case of fire the Contractor is obliged to report it to the registration office of fires.

13.14 The Contractor undertakes to enable the Ordering Party to perform inspections at the worksites focused on the area of HSW, FP and environment protection, including tests of the use of alcohol.

13.15 In case the Contractor will provide, in relation to the fulfillment of Agreement's subject matter, works using another legal entity or natural person who is an employer, the Contractor is obliged to provide for the measures stipulated in respective provisions of the governmental decree of SR no. 396/2006 Coll. on minimum safety and health requirements for building sites as amended.

#### XIV. Contractual sanctions

14.1 In case the Contractor is delayed with the performance of work according to the Agreement including partial contractual terms (would not submit the duly finished work or part of work within agreed term) then the Ordering Party is entitled to demand from the Contractor payment of a contractual penalty of 0.2 % of the total Price of Work for each started day of delay. The same applies also in case of failed delivery or delayed delivery of documents that are necessary for the acceptance or use of the work or other documents that the Contractor is obliged to submit to the Ordering Party according to the Agreement.

14.2 In case the Contractor will use for the performance of work or its part, or for any works related to the performance of the work a third person without a preceding written approval of the Ordering Party, then the Ordering Party is entitled to demand from the Contractor the payment of a contractual penalty of 10,000 EUR (in words: ten thousand euro) for each violation of the Agreement.

14.3 In case the Contractor is delayed compared to the submitted schedule for the performance of work, the Ordering Party is entitled to invoice to the Contractor a contractual penalty of 3,000 EUR (in words: three thousand euro).

14.4 The Ordering Party is entitled to invoice to the Contractor a contractual penalty of 3,000 EUR (in words: three thousand euro) in case of the violation of any obligations of the Contractor in the field of HSW, FP and environment protection that are stated in the General Commercial Conditions.

14.5 In case the Contractor is in delay with the removal of claimed defect, the Ordering Party is entitled, after the expiration of the time limit for the removal of defects, to invoice to the Contractor the contractual penalty of 150.00 EUR (in words: hundred and fifty euro) for each day of delay and for each unremoved shortage separately. By paying the contractual penalty, the Contractor is not relieved of the obligations to remove the claimed defects.

14.6 If the Ordering Party is penalized or sanctioned as a consequence of a violation of Contractor's obligations (e.g., delay of the Contractor, violation of conditions stipulated in the decisions of competent administrative bodies), the Contractor is obliged to compensate such incurred damage to the Ordering Party. Damage will be considered the actual damage, lost profit and the expenses incurred by the Ordering Party in relation to the damage event.

14.7 The Ordering Party will notify the Contractor about the decision to demand payment of contractual penalty by delivering a penalization invoice to the Contractor.

14.8 Payment of contractual penalty will not relieve the Contractor from the obligations to perform the work or hand over documents according to the Agreement.

14.9 Asserting the right to contractual penalty does not affect the right of the Ordering Party to claim the compensation of damage caused by violation of contractual obligations to which the contractual penalty relates by the Contractor. The Ordering Party is also entitled to claim compensation of damages exceeding the contractual penalty.

14.10 In case of debtor's delay with the fulfillment of a financial obligation, the creditor is eligible to invoice to the debtor a delay interest in the amount of 0,02 % of the due amount for each day of delay.

#### XV. Circumstances excluding responsibility

15.1 As circumstances excluding responsibility will be considered an obstacle that occurred independently from the will of the obliged party and that is constraining it from the fulfillment of obligations, if it cannot be reasonably expected that the obliged party could avert or overcome such obstacle or its consequences, and further, that it could envisage such obstacle at the time of origination of such obstacle.

15.2 Responsibility is not excluded by an obstacle that originated at the time when the obliged party was in delay with the fulfillment of its obligation or originated from its economic conditions.

15.3 None of the contracting parties will bear responsibility for the nonfulfillment of its obligations resulting from the Agreement in case it would be proven that all of the following situations occurred simultaneously:

- Non-performance occurred as a consequence of extraordinary unpredictable and unavoidable events.
- Neither the obstacle nor its consequences could be envisaged at the time of conclusion of the Agreement.
- Neither the obstacles nor its consequences could be prevented, avoided or overcome.

15.4 Unpredictable and unavoidable obstacles do not include obstacles that were caused by lack of official permits, licences or similar authorizations by the obliged party.

15.5 The party that violates its obligation or that, with taking into account all circumstances, is supposed to know that it is violating its obligation from an obligational relation is obliged to notify the other contracting party about the character of obstacle that is preventing or will prevent it in the fulfillment of its obligations and about its consequences. The notification should be sent without delay after the time when the obliged party has learned about the obstacle or in the case of due care could have learnt about it. The non-performance of such reporting obligation or late delivery of such a notification will bind the obliged party to compensate the damage caused to the aggrieved party as a result thereof.

15.6 The effects of the circumstances excluding responsibility are limited only to the period of the duration of obstacle with which these effects are connected.

15.7 Circumstances excluding responsibility will relieve the obliged party from its obligations to pay damages, contractual penalties and other contractually agreed sanctions.

15.8 The fulfillment term will be prolonged by the time of the duration of circumstances excluding responsibility so that this time would be acceptable for the entitled party. During this time the entitled party will be deprived of the right, if any, to withdraw from the Agreement.

15.9 In case the circumstances excluding responsibility would last longer than 6 months, then any of the parties is entitled to withdraw from the Agreement.

#### XVI. Confidentiality of information

16.1 The Contractor will use data, information or documents that were provided to him or gained by him in various ways in relation to the conclusion and/or fulfillment of the Agreement, as information of confidential character and/or as information that are subject to business secrets.

16.2 The Contractor undertakes that during the application of these data, information or documents it will observe the principles of their protection and confidentiality, and that the Contractor may not provide such data, information or documents without the preceding written consent of the Ordering Party to any third persons, even Contractor's employees who do not participate in the fulfillment of the Agreement.

16.3 The Contractor is not entitled, without preceding written approval of the Ordering Party, to quote the Ordering Party as its business partner and/or to use the brand name or logo of the Ordering Party during the promotion of itself or its activities or in statements for media in any form.

#### XVII. Termination of contractual relation

17.1 The Agreement can be terminated:

- by fulfillment of rights and duties and claims of the contracting parties from the Agreement;
- by the lapse of time for which the Agreement is concluded;
- by a written agreement of the contracting parties;
- by the termination of some of the contracting parties without legal successor;
- by a written notice or withdrawal from Agreement.

17.2 Unless stated otherwise in the Agreement or in these General Commercial Conditions, the Ordering Party is entitled to terminate the validity of Agreement also before the termination of its validity, by a written notice without stating reasons, with a 1-month notice period. The notice period will start on the first day of the calendar month following the month when the notice was delivered to the Contractor. The provisions of these General Commercial Conditions shall apply to partial contracts, concluded (issued, sent) before the termination of the Agreement's validity, even after the termination of its validity, until the fulfillment of the subject matter of the corresponding partial contract.

17.3 Unless stipulated otherwise in the Agreement or in these General Commercial Conditions, any of the contracting parties is entitled to withdraw from the Agreement in case of violation of its stipulations or stipulations hereof, if remedy of the violation would be not made even within a sufficiently appropriate term set forth by the other contracting party for the removal of such violation. The legal effects of withdrawal from the Agreement will start by delivery of notice about the withdrawal from Agreement to the other contracting party. Provided the withdrawal concerns a partial contract, such a withdrawal shall have no effect as regards the validity of previously fulfilled partial contracts.

17.4 Unless stipulated otherwise in the Agreement or in these General Commercial Conditions, the Ordering Party is entitled to withdraw from the partial contract under the condition that the Contractor would be delayed with the fulfillment of the partial contract by more than 30 calendar days. Such a withdrawal has no impact on the obligation of the Contractor to pay a contractual penalty for the delay of fulfillment. The legal effects of the withdrawal from the partial contract start by delivery of written notice about the withdrawal from the partial contract to the other contracting party. Such a withdrawal shall have no effect as regards the validity of previous partial contracts.

#### XIII. Final provisions

18.1 All previous agreements, whether oral or written, related to negotiations on the Agreement between the contracting parties will lose their validity by the date of the conclusion of the Agreement and are fully replaced by the Agreement.

18.2 If any of the stipulations of the Agreement would become in any aspect invalid, unlawful or unenforceable, the validity, lawfulness or enforceability of the other provisions of Agreement will be in no way affected or impaired. The invalid, unlawful or unenforceable stipulation shall be deemed to be replaced by such valid, lawful and enforceable stipulation, which comes closest to the original economic intention of the replaced stipulation.

18.3 Agreement as well as rights and obligations resulting therefrom, including the assessment of its validity as well as of the consequences of its contingent invalidity, will be governed and interpreted based on and in compliance with the (material) law valid

in the Slovak Republic, with exception of collision norms.

18.4 Legal relations that are not more specifically regulated in the Agreement will be governed by the provisions of the Commercial Code.

18.5 The contracting parties have agreed that all disputes resulting from the Agreement or in relation to it will be resolved by mutual agreement. In case they do not reach agreement, the disputes will be decided with a final end by the competent court in the SR that is competent according to procedural regulations being in effect in the SR.

18.6 If the seat of the Contractor is abroad and the contracting parties have not agreed in the contract on the language of communication, then the communication language will be Slovak or Czech. If the Agreement is executed in the Slovak or Czech language and other foreign language, in case of discrepancy between the language versions the Slovak or Czech language shall prevail.

18.7 The Contractor confirms by his signature on the Agreement that the Contractor was acquainted with and accepts these General Commercial Conditions.

18.8 Annexes to the Agreement create an integral part thereof.

18.9 Amendments of and supplements to the Agreement can be made only by written amendments to the Agreement duly signed by both parties thereto.

18.10 Unless otherwise stipulated herein, the Ordering Party is entitled to unilaterally set-off any of its receivables towards the Contractor, also receivable that is not yet due, against the receivable the Contractor has towards the Ordering Party. The Ordering Party is entitled to assign any of its receivables against the Contractor to other Party without Contractor's approval. The Ordering Party is entitled to agree with other person to assume its debt towards the Contractor without Contractor's approval.

18.11 In case of any discrepancy between the Slovak version hereof and other language version hereof, the Slovak version hereof shall prevail.

18.12 If the Ordering Party is entitled to claim contractual penalty from the Contractor on the basis of the Agreement and/or General Commercial Conditions, the Ordering Party's right to claim compensation of damages incurred due to the violation of obligations to which the contractual penalty relates by the Contractor, remains unaffected. The Ordering Party is also entitled to claim compensation of damages exceeding the contractual penalty.