

General Commercial Terms for Execution of Work and Service Provision

I. General provisions

1. The general commercial terms for delivery of works and service provision (hereinafter referred to as "General Commercial Terms") shall be applied to all contracts which are concluded by eustream, a.s (hereinafter referred to as "customer") with another contracting party (hereinafter referred to as "contractor") for the purpose of executing a work or executing works and/or providing services (hereinafter referred to as "Contract"). Application of general commercial terms of the other contracting party, or any other general commercial terms shall be totally excluded, unless the contracting parties agreed otherwise.

2. Any changes to the General Commercial Terms herein shall be binding for the contracting parties only in case that the contracting parties agreed in writing. In such a case the differently agreed covenants shall take precedence over the wording of the General Commercial Terms herein.

3. The General Commercial Terms herein, according to the provision of the Article 273 of the Act No. 513/1991 Coll. of the Commercial Code, as amended (hereinafter referred to as "Commercial Code"), shall form the integral part of the contract herein.

4. Pursuant to the General Commercial Terms the Contract shall be deemed concluded (i) as of the date of signing the written copy of the Contract by both contracting parties, or (ii) as of the date of delivering the written confirmation of the contractor, by which it accepts the terms proposed by the customer in the Order and in the General Commercial Terms herein.

5. Each Contract shall contain the basic identification data of the contracting parties, in line with the entry in the Companies Register or the Small Business Register and/or the entry in another legally prescribed registration, while the contracting parties shall be obliged to mutually present to each other the license permitting to conduct the business activities in the respective line of business, namely, in form of an abstract from the Companies Register, abstract from the Small Business Register, or abstract from another legally prescribed

registration, not older than three months. Simultaneously, each contracting party shall be obliged to notify instantly the other contracting party of all changes that shall occur on its part or that are being recorded in the aforementioned registrations, otherwise it shall be held liable for all damages resulting from failing to do so, or for the costs that the other party had incurred in this relation. At the same time each contracting party shall be obliged to notify the other contracting party of its identification number of VAT, if it was assigned to it.

II. Subject-matter of the Contract

1. The subject-matter of the Contract forms the commitment of the contractor to execute a certain work or execute works and/or provide services (hereinafter referred to as "Work") for the customer, and the commitment of the customer to pay the price to the contractor for having executed it.

2. Pursuant to the Article 536, Para. 2 of the Commercial Code, the work means making of a certain thing, assembly of a certain thing, its maintenance, carrying out of an agreed repair, or modification of a certain thing, or a tangibly captured result of another activity. By work is always understood the make, assembly, maintenance, repair or modification of the structure or its part. For purposes of the General Commercial Terms herein the work also means such work, which consists in providing certain services, result of which need not be tangibly recordable.

3. The contractor shall be obliged to execute the work according to the specification agreed under the Contract

4. Unless agreed otherwise by the contracting parties, the contractor shall not be authorized for partial performance of the subject-matter of the Contract. The failure to execute the work to the extent and deadline as agreed under the contract shall be deemed a substantial breach of the Contract.

5. The contractor shall be obliged to execute the work exclusively to the agreed extent. The contractor shall have a right to execute any works or services over the agreed extent of work only on the base of a separate written agreement with the customer. Should the contractor commence execution of such works or provision of services before conclusion of the separate written agreement with the customer, the customer shall not be obliged to take over such works or services and also pay

for their performance. If removal of consequences of works or services carried out by the contractor without the separate written agreement with the customer is required, the contractor shall be obliged to compensate to the contractor all costs related to removal of consequences of such works or provided services.

6. The contractor shall have a right to delegate execution of work only to such persons, which are professionally competent and at the same time capable in terms of health for execution of respective work or provision of services. Breaching of this obligation shall be deemed as serious breach of contractual obligation of the contractor.

III. Price and terms of payment

1. Unless agreed otherwise under the Contract in writing, in the price for execution of work (hereinafter referred to as "price of work") there are included all costs of the contractor for production of the work, as well as costs related to handover of the work to the customer in the place of handover of the work.

2. The contractor shall have the right to get paid the price of work only after executing the work.

3. The customer shall be obliged to pay the price of work only on the basis of an invoice issued by the contractor and delivered to the head office address of the customer: eustream, a.s., Votrubova 11/A, 821 09 Bratislava, the attachment of which shall form documents proving the execution of the work and its takeover by the other contracting party. The customer shall pay the price of work to the contractor in the agreed currency.

4. The due date of the invoices shall be 60 days from the date of their delivery to the other contracting party. If the last day of maturity falls on the day of bank holiday, day of rest or public holiday in the Slovak Republic, the next working day shall be accepted as the day to meet the financial obligation by the contracting partner upon the same agreed price and payment terms.

5. Invoices shall be issued in Euro currency. Settlement of commitments of both contracting parties shall be carried out in Euro currency.

6. The payment obligation shall be deemed fulfilled on the day of debiting the amount due from the account of the debtor to credit of the creditor's account.

7. The invoice shall contain all essentials according to the applicable legal regulations, particularly the following:

- identification that it is an invoice;
- invoice serial number;
- first and last name or business name of the contractor, address of its head office, place of business or the commercial establishment, residence or address of the place, where the contractor usually stays;
- name of the customer, address of its head office, place of business, commercial establishment;
- company registration number, tax identification number and identification number for tax (VAT ID No.) of both contracting parties;
- place of registration of the contractor and the number of the document according to which the registration was made;
- number of the order and/or number of the Contract, together with the specification of their reference designation and the date of issue or conclusion;
- invoice issue date;
- date when goods or service were delivered or date when the payment was received (if the payment was received before goods delivery or before the service provision is finished), if this date can be determined and if it differs from the invoice issue date;
- in the event that this is a tripartite trade, this fact has to be specified by a reference in the invoice;
- amount and type of goods delivered or extent and type of delivered service;
- invoice due date;
- variable symbol;
- constant symbol;
- bank details of the contractor in the form of IBAN and BIC;
- payment method: payment order;
- VAT rate or evidence on VAT exemption, at VAT exemption a reference to the provision of this law or Council Directive 2006/112/EC of 28 November 2006 on the common system of value added tax as amended or word information „delivery is exempted of tax“;
- total amount of VAT in Euro, which has to be paid;

- tax base for each tax rate, unit price excluding VAT and discounts and rebates, if not already included in the unit price;
- deduction of paid advance payments;
- amount to be paid;
- place of work performance;
- name, signature and telephone number of the person in charge on part of the invoice issuer;
- seal of invoice issuer
- word information „invoice copy by the customer“, if the customer, who is recipient of goods or service, makes the invoice pursuant to effective legal regulations;
- word information “transfer of tax obligation”, if recipient of goods or service is the entity obliged to pay the tax;
- data of delivered new transportation means pursuant to effective legal regulations;
- word information “regulation of surcharge taxing - used goods”, “regulation of surcharge taxing - works of art”, or “regulation of surcharge taxing – antiquarian articles and antiquities”, namely depending on goods, at which a special regulation pursuant to effective legal regulations will be applied.

If an invoice fails to meet the aforementioned essentials or other essentials within the intention of applicable legal regulations, the customer shall be entitled to return the invoice without its settlement. As a result of the justified returning of the invoice, due date period ceases to lapse, and it shall start to lapse again as of the day of delivering the new (corrected) invoice.

8. The bank details of the contractor - in the form of IBAN and BIC specified on the invoice shall be identical with the bank details agreed under the Contract. Otherwise the customer shall be authorised to pay the invoiced amount to the bank details specified on the invoice. In the event of giving an incorrect bank details in the form of IBAN and BIC or a different bank details in the form of IBAN and BIC in the Contract and in the invoice on the part of the contractor, the customer shall not be liable for the potential damage that may arise to the contractor as a result of such incorrectly addressed payment; in the event if for such reason the damage occurred to the customer's debit, the customer is entitled to apply for

damage compensation at the contractor, which caused the damage.

9. Bank charges will be split between the Payer and the Payee. In case of breach of the contractual condition related to payment, all bank charges are born by the Contracting Party, which caused the breach.

10. If the contracting parties agreed on partial performance, to each invoice for partial performance shall be attached the takeover protocol confirming the takeover of the work or a relevant part by the customer.

11. The prerequisite for paying the price of work is the delivery of the respective technical documentation, as well as the list of all previous invoices related to the subject-matter of the Contract according to the subject of the final invoice.

IV. Tax essentials

1. In settlement of the tax obligations the contracting parties shall proceed according to the applicable legal regulations of the country, in which they are residents and in accordance with the applicable international legal norms, with the exemption of the possibility to assume the tax liability on behalf of the other contracting party.

2. Should the contractor not be a resident of the Slovak Republic, it is obliged to submit to the customer officially authenticated certificate of the tax (financial) authority of its tax domicile (residence), within 10 days from the date of entering into the Contract at latest, if it had not done so at entering into the Contract. While the payment in terms of the Contract has to be carried out before lapsing the period of 10 days from the date of entering into the Contract, the certificate has to be submitted for entering into the Contract, at the date of first payment at latest.

3. Should the contractor not be a resident in the Slovak Republic, it shall be obliged to submit a declaration on oath, in which it declares the following facts:

- whether it has or it does not have a permanent commercial establishment in the territory of the Slovak Republic within the intention of legal regulations applicable in the Slovak Republic, or a relevant treaty of avoiding double taxation (hereinafter referred to as “international treaty”),

- whether activities, which are the subject-matter of the Contract are carried out through this permanent commercial establishment, or if software or licence delivery is the subject-

matter of the contract, it will specify in a declaration on oath, who is the real owner of software/licences,

- whether on the basis of the Contract it can have a permanent commercial establishment in the territory of the Slovak Republic or tax obligation of employees or persons working for it in the territory of the Slovak Republic can occur within the intention of legal regulations applicable in the Slovak Republic and an international treaty.

This declaration on oath shall be submitted by the contractor at entering into the Contract. Should the contractor have a commercial establishment in the territory of the Slovak Republic after entering into the Contract, it is obliged to notify the customer of this fact without delay.

4. Should the contractor not be a resident of the Slovak Republic, but it will implement the subject-matter of the Contract through its organisation unit located in the territory of the Slovak Republic, it shall be obliged to submit to the customer at entering into the Contract, within 10 days from the date of entering into the Contract at latest, the officially authenticated copy of the abstract from the Companies Register of this organisation unit, not older than three months.

5. Should the contractor be the resident of the member state of European Union or is a resident of a state forming the European Economic Area and has organizational unit or permanent establishment in the territory of the Slovak Republic, it shall be obliged at entering into the Contract or at latest within 10 days from the date of entering into the Contract to submit to the customer a declaration stating that it is the subject of taxation on the territory of this member country of the European Union or the state forming the European Economic Area from the income from the source on the territory, as well as outside the territory of this member state of the European Union or the state forming the European Economic Area, whereas the contractor shall not be considered on the territory of the SR a tax payer with unlimited tax liability. The contractor shall submit also a certificate/officially authenticated decision issued by the relevant tax administrator in the territory of the Slovak Republic on paying prepayments of income tax of legal entities.

6. Should the contractor not be a resident of a member country of the European Union or no resident of the state forming the European Economic Area, but has an organizational unit or a permanent establishment within the

territory of the Slovak Republic, it shall submit to the customer an officially authenticated copy of the Income Tax Payer Registration Certificate in the territory of the Slovak Republic, as well as the (valid) decision of the relevant tax administrator that it has been paying tax prepayments pursuant to the Act on Income Tax applicable and effective in the Slovak Republic, within 10 days from the date of entering into the contract at latest, if it had not done so at entering into the Contract. Provided that the documents referred to above, have been submitted on time, the customer shall not withhold the respective amount necessary to meet the respective tax liability, or, it shall proceed in accordance with that as it will be stated in the decision of the respective tax administrator.

7. Should the contractor not be a resident of a member country of the European Union or no resident of the state forming the European Economic Area, and it has an organizational unit or a permanent commercial establishment within the territory of the Slovak Republic and fails to submit the decision of the relevant tax administrator concerning the payment of income tax prepayments pursuant to the Article IV paragraph 6 of the General Commercial Terms hereunder, the customer shall withhold the respective amount for securing the tax from the payments, in accordance with the Income Tax Act applicable and effective in the Slovak Republic, or in accordance with the international treaty that takes a precedence over this Act, to wit on the date of the payment.

8. In case of the Contractor, who is no resident of a member state of the European Union or no resident of the state forming the European Economic Area, the Customer is entitled to deduct from payments a respective amount to provide for the tax in accordance with Income Tax Act in force and effect in the Slovak Republic, or in accordance with an International Treaty, which takes precedence over this Act.

9. Should the contractor have permanent commercial establishment within the territory of the Slovak Republic after signing of the Contract and fails to inform the customer about this fact in accordance with this Contract, the contractor declares and simultaneously shall be obliged to compensate to the customer securing of tax, penalty and interests that may arise as a result of not fulfilling the notification obligation of the customer pursuant to applicable legal regulations in the Slovak Republic and as a consequence of not withholding tax prepayment for securing tax,

where such not withholding occurred as a result of breach of obligation to inform or other obligation of the contractor against the customer, the customer may ask for the aforementioned compensation, not sooner than on the day of payment obligation delivery issued by respective tax administrator or the decision issued by a respective tax authority addressed to the customer.

10. Should the contractor be a registered VAT payer within the Slovak Republic, it shall submit to the customer also an officially authenticated copy of the certificate of the VAT payer registration with a current date of issue. Should the provider be a registered VAT payer in other member country of the European Union and it shall perform the subject-matter of this Contract as the VAT payer registered for VAT in other member country of the European Union (the respective member country of the European Union assigned the VAT payer registration number), it shall be also obliged to submit to the customer the officially authenticated copy of the certificate of the VAT payer registration in the country, which registered it as the VAT tax payer (which assigned VAT ID number to it under which it performs subject of the Contract hereof).

11. In case the contractor shall perform the subject-matter of the Contract through its organizational unit or permanent establishment located in the territory of the Slovak Republic, while such an organizational unit or permanent establishment is a VAT payer within the Slovak Republic, the contractor shall submit to the customer also an officially authenticated copy of the certificate of the VAT payer registration with a current date of authentication and upon a request of the customer also a necessary declaration on oath for the correct application of contribution/ applying the right for VAT deduction.

12. If, for any reason, the tax administrator returns to the contractor the withheld and paid tax prepayment for securing the tax or tax withholding through the tax payer, i.e. through the customer, the sum shall be transferred to the contractor's account in the amount and currency determined in the decision of the relevant tax administrator, maximum, however, in the amount of the tax withheld in the foreign currency.

13. The contracting parties undertake to accept any legislative changes in the legislation of the Slovak Republic, including the changes in the tax laws that shall affect the contract and to respect their application during the period of their force. The contractor

undertakes that any change in his relation to the tax liabilities against the Slovak Republic will be immediately consulted with the customer, and to submit to the customer, upon request, all supporting documents necessary for due settlement of his tax liabilities. Should the contractor provide false statement to the customer or it will otherwise mislead the customer, the contractor commits to compensate to the customer tax deduction, tax provision, VAT, penalties and interest, which will incur to the customer as a consequence of the above-mentioned acting of the contractor. The customer can require the above-mentioned compensation on the date of delivery of payment assessment or the decision issued by the relevant tax administrator addressed to the customer at the earliest.

14. The contracting parties agreed that neither of the contracting parties may transfer its rights resulting from the contract hereunder without prior written consent of the other contracting party. Otherwise such a transfer of the right shall be void.

14. In the event that the contractor is a value added tax payer in the Slovak Republic, including a foreign entity, which has a permanent commercial establishment registered for the value added tax and invoicing is issued under the identification number of VAT assigned to the permanent commercial establishment in the Slovak Republic, the contractor hereby declares that:

(i) as of the date of signing this contract no reasons exist, based on which the customer should or could be a guarantor of tax obligation of the contractor occurred from VAT, which the contractor charged to the customer or will charge to the price pursuant to this Contract, according to provisions of Section 69 paragraph 14 in reference to Section 69b of Act No. 222/2004 Coll. concerning the value added tax amended thereto (hereinafter referred to as VAT Act).

(ii) in the event that the VAT Act imposes so, it will make due tax return to VAT and in the event of obligation origination to pay VAT, it will pay the tax in the agreed maturity date to a relevant tax administrator;

(iii) in the event that the VAT Act imposes to it an obligation of paying VAT, it does not have any intent not to pay VAT related to the subject-matter of performance according to this Contract, or to reduce this VAT or potentially elicit a tax exemption and it does not have the intent to get itself into a position, when it will not be able to pay this VAT

The customer is entitled, in the event that the contractor does not confirm to the customer in time of tax obligation origination in writing that no obligation originates to the customer to guarantee for VAT, by virtue of Section 69 paragraph 14 of the VAT Act, as well as in the event that the contractor is published in the list kept by the Financial Directorate of the Slovak Republic, by virtue of the above-mentioned provision, to delay settlement of the sum amounted to VAT from each relevant invoice issued by the contractor, whereby the contractor explicitly agrees with this fact.

V. Way of executing the work

1. The customer shall be authorized to check, from time to time, the performance of the work. If some parts of the work are performed at the contractor's operation or at the sub-supplier of the contractor, the customer shall be obliged to execute control of performance of the work directly in the contractor's operation or at the operation of contractor's sub-supplier. The contractor shall be obliged to allow such control by the customer, otherwise this breach of obligation shall be deemed as substantial breach of contractual obligations of the contractor.

2. Should the customer find out that the contractor performs the work in contradiction with his obligations, the customer shall be authorized to demand that the contractor removes the defects arisen due to defective performance of work and that the work is performed in a due manner. If the contractor fails to meet this obligation even within an adequate period provided to him for this purpose by the customer, the customer shall have the right to withdraw from the Contract, and thus also in case that the procedure of the contractor would lead to non-essential breach of the Contract.

3. Should life or health of persons or safety of facilities operation be in danger, which form part of transmission network for natural gas transmission, or there is a danger of damage of the customer's property or other persons or there is a danger of harming natural environment (environmental damage), the customer shall be entitled to order to the contractor immediate interruption of Works or suspension of service providing. Should the customer not reach the contractor (or a person charged by the contractor), the customer shall be entitled to give the order directly to contractor employees, who execute

the Works or provide relevant services. The contractor shall be obliged to instruct its employees about this aforementioned fact and secure that employees respect such order of the customer in case it is issued. The above mentioned obligation simultaneously applies to eventual contractor sub-suppliers and sub-supplier employees. Not respecting of such order from the customer shall be deemed as a substantial breach of contractual obligations of the contractor.

4. The contractor shall be obliged to learn in details input data provided by the customer, especially with construction site suitability, as well as with terms of work implementation before commencing works or before commencing service provision. The contractor shall be obliged to notify the customer without undue delay shortcomings of input supporting documents, or rather circumstances preventing due work performance, otherwise it cannot refer to these circumstances later.

VI. Term of work performance and work handover

1. The contractor shall be obliged to perform the work in the agreed time and to hand it over to the customer.

2. If nothing else results from the Contract or work nature, the contractor is authorised to perform the work before the agreed date. However, the customer shall not be obliged to take over the work prior to the agreed date.

3. Failure to meet the date for handing over the work shall be deemed a substantial breach of the Contract. In case the contractor shall be in delay with handover of the work, the customer shall have the right to withdraw from the Contract. Simultaneously, the customer shall have the right to apply contractual sanctions against the contractor pursuant to the Article XVI of the General Commercial Terms hereunder.

VII. Place of Work performance and handover

1. The contractor shall be obliged to perform the Work in the place agreed under the Contract (hereinafter referred to as "Work performance place").

2. The contractor shall be obliged to handover duly performed Work in the place agreed under the Contract. If the place of handover is not specifically agreed under the

Contract, the contractor shall be obliged to handover the Work in customer's registered office.

3. The contractor shall be obliged to take over the place of Work performance upon customer's call, if it was not agreed that the Work will be made at the contractor.

4. Place of Work performance shall be handed over to the contractor by an authorised customer's employee, whereas a written record shall be made about handover of the place of Work performance.

5. Entry of contractor's employees to customer's premises shall be possible only on the basis of issued written customer's permit for the entry. Employees of the contractor prove their identity by a valid identification document and an entry card, issue of which shall be provided for by a responsible customer's employee.

6. Entry of vehicles to the site of the customer shall be possible based on special written permission issued by the customer only. Drive-in entry permission can be issued only for vehicles in good technical condition and without leakage of polluting substances. Technical condition of the vehicle shall be proven by the contractor through submitting a copy of valid certificate of technical and emission inspection. Parking and standing of motor vehicles shall be permitted on marked parking lots marked by relevant road sign. Parking on sidewalks outside marked parking space is strictly prohibited.

7. The contractor shall be obliged to provide for portable sanitary facilities for their employees, if they are necessary.

8. If the Work consists of making a construction, the construction site is considered to be the place of Work performance.

9. At site handover the following shall be carried out:

- establishing of one fixed height point and two fixed directional points in the coordinate system;
- staking-out of underground lines in line with owners of underground distribution systems;
- staking-out of gradient points of construction site borderline;
- establishing areas for locating temporary objects of construction site facilities and material storage houses;
- specifying off-take points of electric energy, drinking water, utility water, eventually other points of connection for energies, water, reinforced approach roads;

– establishing of conditions for occupational safety and health, fire protection and environment protection at the given construction site with specification of protection zones.

10. The contractor shall be obliged to secure construction site against entry of alien persons properly and in case of a need to provide also fencing.

11. The contractor shall be obliged to maintain construction site and vested engineering networks tidy and clean, as well as to remove waste and dirt created as a result of performance of Works and to clean vehicles entering the road. The contractor shall be obliged to completely clean out the construction site, remove left over material, waste and similar and to handover construction site back to the customer within thirty (30) days at latest after handover and takeover of the Work.

12. The contractor shall be responsible for damage of all staked-out underground lines at the construction site and shall be obliged to compensate damages caused to them.

VIII. Site diary and assembly diary

1. The contractor shall be obliged to maintain site diary or assembly diary (hereinafter referred to as "Diary") with records of works it executes from the day of construction site takeover and throughout the whole period of realization of the work. The Diary shall contain records of all facts decisive for performance of the Contract, particularly data about order of works or services in time and their quality, reasoning of deviations of executed works from project documentation, data which are important for evaluation of efficiency of works and data necessary for assessment of works by the bodies of the state administration. Diary must be available at the construction site during working hours at all times. Obligation to maintain diary shall end by handover and takeover of duly performed Work.

2. Daily records shall be recorded in readable manner and signed by an employee in charge of the contractor – site manager, eventually his deputy and only on a day works are executed or when circumstances being subject of recording occurred. There must be no blank spaces left in daily records. Besides the site manager daily records in site diary can be made by an employee charged by the customer – technical supervision, designer or its employee charged to perform author's

supervision, moreover authorities of state construction surveillance, eventually other relevant bodies of state administration and self-administration and employees of the customer in charge of execution of control over observing conditions of occupational safety and health, fire prevention, environment.

3. If the construction manager does not agree with executed records of technical supervision or with records of the designer, he/she shall be obliged to attach his/her opinion no later than three (3) working days, otherwise it shall be understood as he/she agrees with the records contents.

4. If there is construction supervision at the construction site, the construction manager shall be obliged to submit to it daily record the next working day at latest and hand to him/her the first copy. If the technical supervision does not agree with the contents of the records, he/she shall record such disagreement to the diary no later than three (3) working days, with stating reasons, otherwise it shall be understood that he/she agrees with the record contents.

5. The contractor shall be obliged to request technical supervision in writing or by a record in the diary for verification of works, which are in subsequent order of work blocked or become inaccessible. The request must be delivered to technical supervision no later than three (3) working days ahead of time. If the contractor does not do so, it shall be, on the request of technical supervision, obliged to unblock such works at its own costs.

6. The contractor shall be obliged to state in the diary net, truly worked time, without time needed for breaks, transfer of employees and similar.

7. Technical supervision shall have a right to control worked hours recorded in the diary with a system of electronic control of entry and leaving of the contractor's area and in the case of finding out inconsistencies between the records to file claim against recorded and/or invoiced amount of worked hours. Substantial or repeated differences between hours worked and hour recorded in diary found by the technical supervision shall be deemed as substantial breach of the contractor's contractual obligations.

8. Obligation to keep the diary determined in this Article relates accordingly also to the contractor performing the Work, which is not a construction; however keeping of such diary requires the nature of the Work.

IX. Takeover of Work and performing tests of the Work

1. The contracting parties shall prepare a written takeover protocol or other written record confirming this fact (hereinafter referred to as "takeover protocol") concerning the takeover of the work by the customer. The takeover protocol, signed by the representatives of both contracting parties, shall represent the proof of accomplishment of the subject-matter of the contract.

2. The contractor shall be obliged, not later than at takeover of the work by the customer, to handover to the customer the documents necessary for takeover and for use of the work, as well as other documents determined under the Contract. Commitment of the contractor to perform the Work is fulfilled only after verifying the amount and quality of the Work and completeness of handed over documents necessary for Work takeover and usage.

3. If determined by the legal regulations or agreed under the Contract, the contractor shall be obliged, not later than at takeover of the work by the customer, to handover to the customer the relevant technical documentation, test certificates of materials used for execution of the work and the documents on performed tests, or other documents, if required so by the generally binding regulations or respective technical regulations, or if these are requested by the customer, or their submission is usual in relation to the character of the work.

4. Prior to handover of the work, the contractor shall be obliged to ensure that the work undergoes testing or technical inspection (hereinafter referred to as "tests") in order to identify whether the work complies with the quality and design requirements and whether it complies with the conditions under the contract. Conditions and the manner of tests must be agreed in the written form. The contractor shall be obliged to submit the results of the tests to the customer, not later than at takeover of the work by the customer.

5. The customer has the right to attend the testing of the Work. The contractor shall be obliged to notify the customer in the written form of the place and date of the testing, and thus not later than 14 days prior to the scheduled date of testing.

6. If the customer or the person nominated by it does not arrive on the determined time for testing execution, the contractor may perform the tests even without the presence of the customer, while it is obliged to inform the

customer of the test result without undue delay.

7. The costs related to testing of the work shall be borne by the contractor.

8. The costs related to participation of the customer or the person nominated by it in testing shall be borne by the customer. If the tests are not performed at the time agreed due to the fault of the contractor, or if the test result is negative, the contractor shall be obliged to reimburse all costs to the customer, which the customer incurred in this relation.

9. Testing execution in the presence of the customer does not discharge the contractor from the liability for the defects identified after handover of the work.

X. Warranty period and liability for defects of the Work

1. The contractor shall provide a warranty for the fact that during warranty period duration the Work shall be fully functional and capable of work and the Work shall be capable for use for the agreed or standard purpose during the warranty period duration and that it will maintain the agreed or regular characteristics and technical parameters. Otherwise the Work has defects, for which the contractor is responsible.

2. Unless specified otherwise under the contract, the warranty period shall be 24 months and shall start as of the day of takeover of the work by the customer. If subject of the contract is a construction or construction Works warranty period shall be sixty (60) months. The contractor shall be obliged to perform the Work according to the agreed specification and in compliance with relevant technical standards and quality standards. The contractor shall be obliged to specify technical standards in the technical documentation, according to which the Work was performed or facility manufactured.

3. The contractor shall be obliged to perform the Work to the extent and in quality determined under the Contract. The Work has defects, particularly if it does not correspond to the result agreed under the Contract, purpose of its use or it does not have characteristics determined in the Contract and/or generally binding regulations and/or valid technical standards.

4. If defects occur on the Work during the warranty period, the customer shall have a right to claim these defects. The customer shall be entitled to ask either for removal of defects

or discount from price or it can withdraw from contract. The right of choice between above stated entitlements is of customer.

5. If the customer requests removal of defects in the claim, the contractor shall be obliged to remove these defects, whereby all costs incurring in relation to defects removal shall be borne by the Contractor. The contractor shall be obliged to make all efforts to remove claimed defects in the shortest possible time period from the delivery of the claim. If the customer and the contractor do not agree otherwise in writing, the contractor shall be obliged to remove claimed defects no later than three (3) days from the day of delivery of the claim. If the contractor does not remove defects in the aforementioned period, and in emergency cases when it is not possible to wait for the contractor for defects removal, the customer shall have a right to remove defects by itself or to charge the third party with removal of these defects, while the right of the customer for compensation of costs related to defects removal shall not be affected by this. Removal of defects by the customer itself or by the third person in this case shall not cause extinction of the warranty.

6. In case of legitimate claim, lapsing of warranty period is interrupted for the period from delivery of the claim to the contractor until removal of found defects.

7. After removal of claimed defects the contractor shall make list of executed actually works and in case of need also inspection report, as well as all necessary other steps in order that the work is returned to fully functional and operational state.

8. The contractor shall be obliged to remove also such defects without undue delay, for which occurrence it refuses responsibility, but which removal cannot be postponed. Payment of costs, related to removal of such defects, shall be agreed between contractual parties after defects removal.

9. If the customer asks for discount from the price, it shall be entitled for discount corresponding to sum, by which the work (executed works) value decreases as a result of claimed defects.

10. The right of the customer for compensation of damage or to contractual sanction shall not be affected by claims from defects of the Work.

XI. Technical background documents, documentation and documentation

1. All drawings and technical descriptions (hereinafter referred as to „background

technical documents“), which are at the disposal to the contractor remain the property of the customer and cannot be passed to a third person, copied or used for other purposes without written approval of the customer. If, for any reason, the Contract is not concluded, or the Contract shall be terminated early, the background technical documents (including made copies) must be returned to the customer not later than six (6) months from sending draft contract or not later than one (1) month from early termination of contract.

2. If contract is concluded, the background technical documents must be, after their use by the contractor for the purposes of performance of work, returned back to the customer without undue delay after performance of the work.

3. The contractor shall be obliged to handover to the customer, as part of the work, all documents related to the work including documents on staking-out, management, control and localization of the actual work done or its parts not later than on the date of takeover of the work by the customer. The contractor shall secure aforementioned documents from its own sources, or through external contractor of geodetic works at its own costs. Documentation shall be delivered in Slovak language.

4. The contractor shall be obliged to handover to the customer all protocols and tests certificates of facilities it assembled, installed or made, not later than at the date of takeover of the work by the customer. All protocols and certificates must be made in Slovak language.

5. The contractor shall handover to the customer operation instructions, repairs and maintenance instructions to the extent specified by Decree of the Ministry of Labour, Social Affairs and Family of the Slovak Republic No. 508/2009 Coll. or to the extent set by other relevant legal regulation. All instructions and control panels labels must be in Slovak language. This shall also apply to cases of supplies from abroad.

6. All final, basic and detailed drawings elaborated by the contractor or sub-suppliers of the contractor, with exception stated in this Section, they must be submitted to the customer also in a specified electronic format and structure, whereby they become property of the customer at the moment of their handover to the customer.

XII. Risks resulting from the use of hazardous substances

1. If part of the work are substances, or if during execution of work, substances were used that have one or more hazardous properties, the contractor shall be obliged to characterize the risks in the relevant documentation resulting from the use of the work, to identify the hazards and determine measures for safe handling, warehousing and transportation of these substances, or this work, and in particular, from the point of view of health and environmental protection. In case that part of the work represents supply of goods, which contains hazardous chemical substances or hazardous chemical preparations, the contractor shall be obliged to provide the safety data card in accordance with the special legal regulations.

2. The contractor shall be obliged to provide to the customer the relevant information on dangers resulting from the use of the work in the respective operating and user conditions, including information on the form of protection against such threats, and to perform measures resulting from separate regulations to ensure safety, health protection, as well as from the point of view of fire protection and environmental protection.

3. The contractor shall be obliged to use chemical substances or preparations, which are registered within the intention of Regulation (EC) of the European Parliament and of the Council No. 1907/2006 concerning the registration, evaluation, authorisation and restriction of chemicals (REACH) as amended by changes and amendments (REACH).

XIII. Audit

1. The contractor shall be obliged, on the basis of customer's request, to allow the nominated employees of the customer to perform the audit in their operations, aimed at examination of compliance of managing the processes, which have an impact on the quality of work, environment and safety at work.

2. For the purposes of verifying the economic performance during the term of the contract, the contractor shall be obliged, at the customer's request, to submit the accounts (financial statements, statement of assets and liabilities, statement of income and expenditure) to the customer at any time. The customer undertakes to treat the accounting documents as confidential information and not

to disclose these documents to third parties without the express consent of the contractor.

3. In case of finding deficiencies of the Contractor in the field of quality, environment and safety at work, the Customer is entitled to provide the Contractor a reasonable time limit for removal of found deficiencies with the possibility of inspection in the form of subsequent audit.

4. It is considered to be a material breach of the Contract if the Contractor, even in an additional reasonable time limit, does not take appropriate measures leading to improvement of quality and removal of deficiencies.

XIV. Environmental protection

1. The contractor, when executing the work, shall be obliged to comply with the provisions of the generally binding regulations on environmental protection.

2. Nominated employees of the customer and the contractor shall agree on the conditions of environmental protection at workplaces where the contractor is to execute the work. Before commencing work performance the contractor in co-operation with the employee responsible for co-ordination of works on the part of the customer shall fill in the customer's form, so called enviro-entry. The enviro-entry includes particularly basic information of waste types, which will occur during work performance, of used hazardous substances and of the type of performed works.

3. The contractor shall be obliged to secure participation of all its employees, as well as employees of its sub-suppliers at the training, which shall be executed by an employee (environment technician) of the customer.

4. If the contractor handles hazardous substances during execution of Works it shall be obliged to furnish workplace with means for catching of possible leakage of hazardous substances to environment.

5. The contractor shall be liable for pollution and damage of the environment, which arose in relation to execution of the work. The contractor shall be obliged to remove such impacts of pollution and damage and to reimburse the caused damages. At the same time it shall bear all the costs and sanctions related to this.

6. The contractor shall be obliged to comply with the separate legal regulations applicable for water protection, mainly to implement adequate measures for handling hazardous substances and to comply with the obligations in the field of prevention. Should the contractor

cause extraordinary degradation of waters by its activity, it acts as the originator, and shall be liable for disposal of extraordinary pollution and removal of its damaging impacts. The contractor shall be obliged to ensure the respective documents, authorizations, permits and necessary statements of the water protection authorities.

7. If the subject-matter of the contract relates to classification of air pollution source, or may by some means impact the emissions of pollutants, or represents a change of the respective documentation, the contractor shall be obliged to ensure the approval of the legally required documents and to obtain necessary statements and consents of the air protection authorities.

8. Nominated employee of the customer has to be informed about all types of waste (hazardous and also other), which will be generated as a result of the contractor's activity. Fulfilment of obligations of the originator of waste generated at service works, cleaning works or maintaining works performed in the place of registered office or the place of business shall be carried out by the customer. In the event that no waste holder is determined under the Contract, obligations of the waste holder are fulfilled by the customer. Originator of waste generated as a consequence of performing building and demolition works and construction, reconstruction and demolition of the roads shall be the entity, which performs these works. In the event that no waste holder is determined under the Contract, obligations of the waste holder shall be performed by contractor of works.

9. The Contractor is obliged to dispose of wastes, which arise in connection with the Work performance, in accordance with legal regulations on disposal of wastes, particularly to classify the waste within the meaning of the Catalogue of Wastes; to keep records of wastes in registration sheets of wastes, to sort the waste by kinds. In case that the Contractor, in terms of the Contract, provides for disposal of wastes, the Contractor is obliged to provide for upgrading or defusing of the waste at an authorized organization at own expense and based on own powers, permits and approvals, to ensure own suitable bins and containers, to mark them in accordance with valid legal regulations. Authorized employees of the Contracting Parties shall agree a place for temporary collection of wastes. At takeover of the Work, the Contractor is obliged to hand over copies of documents on waste disposal to the Customer. Invoices submitted by the

Contractor related to waste disposal must be supported by a document on defusing/upgrading of the waste from the authorized organization. Otherwise, no entitlement to a part of the price for waste defusing/upgrading is created for the Contractor. Waste removal from areas of compressor stations during works can be performed only based on „Permit for waste exportation from the Customer's objects“. In case that the Contractor, in terms of the Contract, provides for transportation of wastes, the Contractor assumes all obligations of a waste carrier, transportation of hazardous wastes will be in accordance with conditions of the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) and Waste Act

10. The achieved proceeds from possible upgrading/sale of the waste as secondary raw material are the property of the Customer. By this Contract, the Customer delegates authority to the Contractor to hand over the waste to the authorized person and to take over the document on waste handover issued in favour of the Contractor and at the expense of the Customer. The document issued by the authorized person confirming handover, or disposal of the waste must contain as minimum: business data of the authorized person and the Contractor, kind and quantity of waste, price, manner and place of handover /disposal, date of issue). The Contractor is obliged to hand over such document to the Customer without undue delay, at the latest within 3 working days. Subsequently, the Customer shall issue an invoice for the price given in the submitted document.

11. The contractor shall be obliged to comply with the special legal regulations on nature and landscape protection sector, as well as to elaborate and ensure the relevant statements and consents of the nature and landscape protection authorities.

12. During execution of works the contractor shall be obliged to comply with the special legal regulations on protection against noise and vibrations. The contractor shall be obliged to ensure by technical, organizational and other appropriate measures that the noise does not exceed the maximum permitted values set by the special legal regulations.

13. Employee nominated by the customer shall be entitled to issue immediate stop of works, if the contractor executes Works, or individual works in conflict with valid legal regulations for environment protection or it executes Works in a way that endangers environment. The contractor, in such a case, is

obliged to stop works until it proves to the customer that it implemented effective measures for reparation. Period from stopping works until their restoration shall not be deemed as a delay of the customer, but it is a burden to the contractor.

XV. Occupational safety and health and Safety and protection of health at work and fire prevention

1. If the contractor executes work or works in protection zone of high-pressure gas pipelines, including its related underground and above-ground facilities, or in the protection zone of technological structures, the contractor shall be obliged to comply with relevant provisions of the Technical Gas Rule TPP 701 03 "Technical and safety conditions for works executed in the protection zone of high-pressure gas pipelines", published in 2002.

2. The contractor shall be responsible for preparation and execution of measures for ensuring occupational safety and health (hereinafter referred as to "OSHA") and fire prevention (hereinafter referred as to "FP"), co-ordination of activities and informing its employees and persons acting on his behalf, as well as employees of the customer at the place of execution of the subject-matter of the Contract, when in relation of its fulfilment threat for eligible interests of the customer may occur.

3. The contractor shall execute all measures necessary for ensuring, to the extent of the subject-matter of the Contract and in relation of its performance, safety of its employees, employees of the customer and other persons, which may be present, with customer knowledge, at the place of performance of the subject-matter of the Contract.

4. The contractor commits

4.1 to observe legal regulations for ensuring OSHA and FP; to observe other rules, principles of safe work, principles of protection of health at work and principles of safe behaviour at the customer's workplaces, to abide established work procedures and internal instructions of the customer in order to ensure OSHA and FP about which it was provably informed,

4.2 to act in such a manner that enables the customer's employees and third persons to fulfil obligations for ensuring of OSHA and FP,

4.3 to execute only such works, operate only such machines and facilities and to use

- only such substances, which are set in the specification of the subject-matter of the Contract,
- 4.4 to properly install, use and maintain safety and protection machinery necessary for protection of employees of the customer related to performance of subject-matter of the Contract by the contractor,
- 4.5 to notify immediately the responsible representative of the customer about insufficiencies and other substantial facts, which could endanger safety or health of the customer employees at work, which were learned in relation with to performance of the subject-matter of the Contract,
- 4.6 to observe ban of smoking and ban of using of alcoholic beverages, narcotic and psychotropic substances at the customer workplaces. Employee of the contractor or person acting on his behalf shall be obliged to undergo examination that is executed by the eligible employees of the customer, for the purpose of finding out whether a person is not under the influence of alcoholic beverages, narcotic of psychotropic substances. If, according to procedures of identification, specified in internal regulation of the customer, a positive result of testing for alcoholic beverages is found with an employee of the contractor, based on executed alcohol test, such employee becomes unacceptable for the customer and the contractor shall be obliged to respect the customer's request for his/her replacement.
5. The contractor shall be responsible for maintaining documentation related to performance of the subject-matter to the extent and quality specified by the valid legal regulation or internal regulation of the customer.
6. The contractor shall be responsible for qualification, professional and health capability of its employees and persons acting on its behalf, necessary for execution of contractual activities.
7. The customer shall ensure notification of the employees of the contractor, who shall be executing works at its workplaces and in its premises, before commencement of performance of the subject-matter of the Contract about respective legal regulations and other regulations for ensuring OSHA, about providing of the first aid, about principles of the safe work, about rules of health protection at work and principles of safe behaviour at the customer workplaces, as well as with internal instructions of the customer, however particularly with information pursuant to Article 7 of Act No. 124/2006 Coll. on occupational safety and health and on changes and amendments of some acts amended thereto.
8. The contractor shall be obliged, when performing works, to cooperate with the coordinator of safety, who was determined by the customer pursuant to the respective legal regulations.
9. The contractor shall be bound to fulfil the subject-matter of the contract after successful completion of OSHA training and fire prevention by all its employees or persons acting on its behalf participating in the performance of the subject-matter of the Contract before its commencement and continue in intervals set by the customer. The customer shall provide for informing about OSHA and FP.
10. The contractor shall be obliged to ensure that the workplaces, machines, equipment, tools, substances and similar, at which and with which it works and which it uses at performance of this Contract, do not impair OSHA and FP. For this purpose he shall be obliged to carry out their necessary maintenance and repairs.
11. The contractor shall be obliged to equip its employees at its own costs by personal protective aids (hereinafter referred to as "PPA"), adequate to the environment, in which they execute activity related to performance of the subject-matter of the Contract, with visible identification of the contractor's company. At the same time it shall be responsible for equipping and marking of PPWM of persons acting on its behalf. Work dresses of the contractor's employees cannot be in the colours of work dresses of the customer's employees. Further, the contractor shall be obliged to secure the movement of its employees and persons acting on its behalf only within the determined workplace and in the specified area.
12. During execution of activities with increased danger of fire the contractor shall be liable for fulfilment of tasks arising from provisions of valid legal regulations in the area of FP. It shall always be obliged to inform the responsible representative of the customer about such activity and simultaneously it shall be obliged to respect the customer's instructions relating to securing, or execution of fire prevention measures.

13. The welding activities and other handling of open fire can be performed by the contractor at workplaces with increased fire danger only on the basis of a respective written permit for work issued by the customer before start of these works within the intention of Public Notice of the Ministry of Interior of the Slovak Republic No. 121/2002 Coll. on fire prevention and within the intention of Slovak Government Decree No. 393/2006 Coll. on minimum requirements for securing occupational safety and health in explosive environment. The contractor is authorised to start execution of these works only after fulfilment of all conditions specified in the permit.

14. The contractor shall be obliged to notify the customer about factors harmful to health occurring at the workplace and working environment, of which it is an originator or about which it learned during its activity related to performance of the subject-matter of the Contract. If the contractor does not notify about it, it shall be responsible for damages that may arise to the customer as a result of the impact these harmful factors may have on the health of the customer's employees.

15. If, during performance of the subject-matter of the Contract, such circumstances occur, based on which the customer, in accordance with the Slovak Government Decree No. 396/2006 Coll. on minimum safety and health requirements for a construction site shall be obliged to provide co-ordination of safety by the nominated coordinator, the contractor shall be obliged to notify the customer about such fact without undue delay in writing.

16. The contractor, in relation to the performance of the subject-matter of the Contract, shall be obliged to execute measures for providing of the first aid, execution of rescue operations, evacuation of employees and to provide means necessary for protection of life and health of employees and for providing the first aid and to equip with them the place of performance of the subject-matter of the Contract for the case of rise of direct and serious threat of life or health and to inform the customer and persons present, or executing activity at the given place immediately.

17. The contractor shall be obliged to handle hazardous substances only to the extent necessary and simultaneously it shall be obliged to act in such a way that does not endanger people's health, working conditions or other rightful interest. The customer and the contractor are obliged to inform each other on hazardous substances, with which employees

come in to contact, about their effects on the health, about the proper ways of their handling and about safety measure that have to be followed during work with such substances.

18. The contractor shall be obliged to inform the responsible representative of the customer immediately about insufficiencies and other substantial facts, which may endanger safety or health of its own employees, the customer employees or third aggrieved persons, about which it learned in relation to performance of the subject-matter of the contract.

19. In case of occurrence of an emergency event the contractor shall be obliged to follow instructions of respective emergency commission of the customer. This obligation similarly applies to the employees of the contractor and employees of the contractor's sub-contractors.

20. The costs incurred to the customer due to incompliance with ensuring the OSHA and FP by the contractor, or by third persons, which act on its behalf in relation with the performance of the subject-matter of the Contract shall be borne by the contractor.

21. For damages, which incur to the customer by not executing or insufficient execution of preventive measures and other measures for ensuring OSHA and FP by the contractor, by insufficient coordination and informing in relation with the performance of the subject-matter of the Contract shall be the responsibility of the contractor.

XVI. Contractual sanctions

1. If the contractor is in delay with execution of the work under the Contract (fails to deliver duly completed work within the agreed date), the customer shall have the right to request the contractor to pay the contractual penalty in the amount of 0.3% of the total price of the work, and thus for each even started day of the delay, however not less than the amount 20 €. This shall also apply in case of failing to deliver, or delayed delivery of documents that are necessary for takeover or use of the work, or other documents that the contractor is obliged to submit to the customer under the Contract.

2. The payment of the contractual penalty does not relieve the contractor of the obligation to execute the work or to deliver the documents according to the contract.

3. Application of the contractual penalty shall not affect the right to claim the damages

caused by breaching of the contractual obligations.

4. Should the debtor be in delay with fulfilment of the monetary obligation, the entitled contracting party (creditor) shall have the right to charge the obligated contracting party (debtor) the interest on late payment, maximally in the amount 0.02% of the outstanding amount for each day of delay. Should the contracting parties agree on advance payments of the Work price, no interest on late payment shall be applied for delayed payment of advance invoices.

5. Should the leakage of information, which is of confidential nature or business secret nature occur due to reasons, which are in liability of the contractor or the contractor breaches the obligation set out in Article XVIII of the General Commercial Terms herein, the customer is entitled to raise a claim against the contractor to pay the contractual penalty amounted to EUR 33,200 for each individual breach.

6. If the contractor is in delay with removal of defects of the work, which the customer claimed, the customer shall be entitled to bill to the contractor a contractual penalty amounted to EUR 100 for each calendar day of delay with defect removal.

7. If the contractor, eventually employees of the contractor or employees of the sub-supplier of the contractor, breach obligations related to safety and health protection at work, fire prevention and environment protection (mainly in case of breach of obligations to use prescribed personal protective aids (PPA), or breach of obligations to use them in the prescribed way for respective working activity), the customer shall be entitled to bill to the contractor a contractual penalty amounted to EUR 33 for each individual case of breach of such obligation, whereby in case that the breach of respective obligation was found with several employees of the contractor or employees of its sub-supplier, the customer shall be entitled to bill the contractual penalty separately for each employee, where such breach was found. In case of substantial breach of regulations of occupational safety and health, fire prevention and environment protection, the customer shall be entitled to exclude the contractor's or sub-supplier's employee/s in question from further performance of works and to banish him/her from the customer's premises or from the construction site in the given working day.

8. In case of finding that the employee of the contractor or its sub-supplier brings

alcoholic beverages, narcotic or psychotropic substances to the premises of the customer or to the construction site, or presence of alcohol is identified at the employee, the customer shall be entitled to exclude such employee of the contractor or its sub-supplier from the premises of the customer or from the construction site for the given working day. In such a case the customer shall be simultaneously entitled to bill to the contractor a contractual penalty amounted to EUR 1,660 for each employee, at which such breach of ban on bringing alcoholic beverages and narcotic and psychotropic substances was found.

9. If works are performed by employees of the contractor or of its sub-suppliers, who do not have necessary professional competence for performance of relevant work, the customer shall be entitled to issue an order for immediate stopping of works and the contractor shall be obliged to stop immediately works performed by such employee without the relevant professional competence until the time of replacing such employee by another professionally competent employee. If this is the case the customer is entitled to apply against the contractor a contractual penalty amounted to EUR 16,600 per each particular case of performing work by an employee with no relevant professional competence.

XVII. Circumstances excluding liability

1. Circumstance excluding liability means any obstacle arising independently of the will of the obligor and which prevents the latter from fulfilling of its obligations, unless it can be reasonably assumed that the obligor could avert or overcome such an obstacle or its impacts, and also that the obligor could foresee the occurrence of the obstacle at the time when the contractual obligation arose.

2. An obstacle arising when the obligor was already in delay with the performance of its obligation or an obstacle resulting from the obligor's financial situation shall not be deemed a circumstance excluding liability.

3. Neither of the contracting parties shall be liable for failure to perform its obligations arising from the Contract hereunder, in case that fulfilment of all of the following conditions is proved:

- the failure to perform occurred due to extraordinary, unforeseeable and non-avertable events,

- the obstacles and their consequences could not have been foreseen at the time of concluding the contract and

- the obstacles and their consequences could not have been prevented, avoided or overcome.

4. To unforeseeable and unpreventable obstacles belong those caused by not granting to the obligor by the official authorizations, licenses or similar permissions.

5. The party acting in breach of its obligation or which, considering all the circumstances, should be aware that it may breach its obligation under the contractual relationship, is obliged to notify the other contracting party of the nature of the obstacle that prevents or will prevent it from performing its obligation and of its consequences. Notification must be submitted without undue delay after the obligor learned about the obstacle or could have learned about it during proper care. The failure to notify obliges the obligor to pay for the damage that could have been averted by the means of early notification.

6. The effects of circumstances excluding liability shall be limited only to the time period until when the obstacle, with which the effects are linked, persists.

7. Circumstances excluding liability relieve the obliged party from the obligation to cover the damages, contractual penalty and other contractually agreed sanctions.

8. The term of performance shall be extended by the duration of the circumstances excluding the liability, so that it is acceptable for the authorized party. During this period, the right of the authorized party to withdraw from the contract, if such right exists, may not be exercised.

9. If circumstances excluding liability continue for the period longer than 6 months, any of parties shall be entitled to unilaterally withdraw from the Contract.

XVIII. Confidentiality of information

1. The contractor shall be obliged to handle any data, information or documents, which were provided to it or it acquired them in any manner and with relation to concluding and/or performing of this contract, as confidential information and/or as with information which are subject of business secret (if they fulfil requirements in accordance with Section 17 of the Commercial Code).

2. The contractor shall be obliged, when handling such data, information or documents,

to abide principles of protection and confidentiality, whereby such data, information or documents may not be provided to third persons or to its own employees, which are not participating in the performance of this Contract, without preceding written consent of the customer.

3. The contractor shall not be authorised to state the customer as its business partner and/or use business name or logo of the customer neither for its own promotion or in its own activity nor in the announcement for media in any form without the preceding written consent of the customer.

4. The contractor is not authorised to make any audio or video records in customer premises without the preceding written consent of the customer.

XIX. Final provisions

1. All current agreements, both verbal and written, related to the negotiations of the Contract herein between the contracting parties, shall become void as of the date of concluding the Contract herein and shall be fully substituted by the Contract herein.

2. Should any of the provisions contained under the Contract herein become invalid, illegal, or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained herein shall not be in any way affected or impaired thereby.

3. The Contracts, as well as the rights and obligations resulting from them, including the assessment of their validity as well as the consequences of their potential invalidity, shall be governed and interpreted on the basis and in accordance with the material law applicable in the Slovak Republic.

4. Legal relations not specifically detailed under the Contract, shall be governed by the provisions of the Commercial Code.

5. The contracting parties agreed that all conflicts resulting from the Contract herein or in relation to it shall be settled by mutual agreement. In case there shall not be reached an agreement, the conflicts shall be decided with final validity by the relevant court in the Slovak Republic, competent according to the process regulations applicable in the Slovak Republic. At the same time herewith the contracting parties exclude the application of any or all collision norms set out in bilateral and/or multilateral international contracts and/or agreements, which form part of the law and order of the Slovak Republic.

6. In case the contractor has the registered office abroad and the contracting parties did not agree under the contract of the communication language, the communication language shall be English language.

7. The contractor confirms by its signature that it learned the General Commercial Terms hereunder and accepts the conditions set out therein.

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The contractor