

## **General Commercial Terms for Execution of Work and Service Provision**

### **I. General Provisions**

1. The general commercial terms for execution of works and service provision (hereinafter referred to as "General Commercial Terms") shall be applied to all contracts which are concluded between eustream, a.s., with its registered office at Votrubova 11/A, 821 09 Bratislava, registered with the Commercial register of the District Court Bratislava I, Section: Sa, Insert No.: 3480/B, Reg. No.: 35 910 712 (hereinafter referred to as "Customer") and the other contracting party (hereinafter referred to as "Contractor") for the purpose of execution of a work or performance of work activities and/or provision of services (hereinafter referred to as "Contract").
2. The application of general commercial terms of the other contracting party, or of any other general commercial terms shall be hereby expressly excluded, unless the contracting parties agree otherwise in writing.
3. Amendments to these General Commercial Terms or the exclusion of application of any of the provisions thereof shall be binding to the contracting parties only if agreed by the contracting parties in writing in the Contract. Any such differently agreed provisions shall take precedence over the wording of these General Commercial Terms.
4. These General Commercial Terms shall, pursuant to Section 273 of the Act No. 513/1991 Coll., the Commercial Code, as amended (hereinafter referred to as the "Commercial Code") form an integral part of the Contract.
5. Pursuant to these General Commercial Terms the Contract shall be deemed concluded (i) as of the date of signing of a written copy of the Contract by both contracting parties, or (ii) as of the date of delivery of the written confirmation of the Contractor, by virtue of which the Contractor accepts the terms proposed by the Customer in the order and in the General Commercial Terms.
6. Each Contract shall contain the basic identification information of the contracting parties, in line with the entry in the

Commercial Register or the Trade Register, eventually in line with the entry in another statutorily prescribed register, whereas the contracting parties shall certify to one another the authorisation to carry out business activities in the given subject of entrepreneurship, namely by means of an up-to-dated extract from the Commercial Register or an extract from the Trade Register, eventually an extract from another statutorily prescribed register which shall not be older than 3 months. At the same time each contracting party shall notify without undue delay the other contracting party of all changes that shall occur on its part which are subject to registration in the above registers, otherwise it shall be held liable for all damages resulting from failing to do so or shall be responsible for bearing the costs that the other party had incurred in this regard. At the same time each contracting party shall be obliged to notify the other contracting party of its identification number for value added tax (hereinafter referred to as "VAT ID"), if assigned.

### **II. Subject-matter of the Contract**

1. The subject-matter of the Contract is the obligation of the Contractor to execute a certain work or perform work activities and/or provide services (hereinafter referred to as "work") for the Customer, and the obligation of the Customer to pay the price to the Contractor for its execution.
2. Pursuant to Section 536 (2) of the Commercial Code, the work means a production of a certain thing, the assembly of a certain item, its maintenance, the execution of an agreed repair or modification of a certain item, or a tangibly recorded result of some other activity. The production, assembly, maintenance, repair or modification of a structure or its part shall always be deemed to be work. For the purpose of these General Commercial Terms as work shall also be deemed such work, which consists of the provision of certain services, the result of which does not need to be tangibly recordable.
3. The Contractor shall execute the work in accordance with the specification as agreed in the Contract
4. Unless agreed otherwise by the contracting parties, the Contractor shall not be

authorized for a partial performance of the subject-matter of the Contract. The failure to execute the work to the extent and deadline as agreed in the Contract shall be deemed a substantial breach of the Contract.

5. The Contractor shall execute the work exclusively to the agreed extent. The Contractor shall have a right to execute any works or services over the agreed extent only on the basis of a written amendment to the Contract, or on the basis of a separate written agreement with the Customer. Should the Contractor commence with the execution of such works or the provision of services prior to the conclusion of a written amendment to the Contract or the conclusion of a separate written agreement with the Customer, the Customer shall not be obliged to take over such works or services and to pay for their execution. If a removal of results of works or services executed by the Contractor without a separate written agreement with the Customer is necessary, the Contractor shall compensate the Contractor for all costs related to the removal of the results of such works or services provided.
6. The Contractor shall have a right to delegate the execution of the work only to such persons which are professionally competent and at the same time capable in terms of health for execution of the respective work or provision of services. Breach of this obligation shall be deemed a substantial breach of Contractor's contractual obligations. In case the work is executed by a person other than the Contractor, the Contractor's liability shall be the same as if the work was executed by the Contractor itself.

### **III. Price and Terms of Invoicing and Payment**

1. The price for execution of work (hereinafter referred to as "price of work") or the method of its determination shall be agreed in the Contract. Unless agreed otherwise in the Contract in writing the price of work shall include all expenses of the Contractor for the execution of the work, including the expenses for material, workforce, as well as costs related to the handover of the work to the Customer in the place of handover of the work. Unless stipulated otherwise in the

Contract or in a special regulation, an inherent part of the price of work shall be also the value added tax, the applicable exercise tax, customs fee and other payments as prescribed by special legislation.

2. The Contractor shall have the right to receive the price of work only after having duly executed the work.
3. The Customer shall pay the price of work solely on the basis of an invoice issued by the Contractor in a written form and delivered to the registered seat of the Customer, the attachment of which shall be the documents certifying the execution of the work and the handover and takeover of the work by the Customer.
4. The payment term of the invoices shall be 60 days from the date of their delivery to the other contracting party. If the due date of the invoice falls on the day of bank holiday, day of rest or public holiday in the Slovak Republic, the next working day shall be accepted by the other contracting party as the day to meet the financial obligation upon equal price and payment terms.
5. Invoices shall be issued in the Euro currency. Settlement of claims of both contracting parties shall be carried out in the Euro currency.
6. The obligation to pay shall be deemed fulfilled on the day of debiting the due amount from the account of the debtor to the credit of the creditor's account.
7. The invoice shall contain all essentials pursuant to the applicable legal regulations, as well as:
  - information that it is an invoice;
  - invoice serial number;
  - first and last name or business name of the Contractor, address of its registered office, place of business or the commercial establishment, place of residence or the address of a place, where the Contractor usually stays;
  - name of the Customer, address of its registered office, its place of business, its commercial establishment;
  - company registration number, tax identification number and identification number for tax (VAT ID ) of both contracting parties;
  - place of registration of the Contractor and the number of the document pursuant to which the registration was performed;
  - number of the order of the Customer 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 the service was provided 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 of a tripartite trade, this fact shall be specified by a reference in the invoice;
- extent and type of service provided;
- invoice due date;
- variable symbol;
- constant symbol;
- bank details of the Contractor in the form of IBAN and BIC (respectively in another form in case IBAN is not used in the payment recipient's location);
- payment method: payment order;
- VAT rate or information on VAT exemption, in case of a VAT exemption a reference to the provision of the respective act law or the 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 shall 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 the side of the invoice issuer;
- seal of invoice issuer
- word information “invoice copy by the customer“, if the Customer who is the recipient of service, makes the invoice pursuant to applicable legal regulations;
- word information “transfer of tax obligation“, if an entity obliged to pay VAT is Customer;
- information regarding the new delivered transportation vehicle pursuant to applicable 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 applicable legal regulations will be applied.

If the Contractor is registered as a VAT payer in the Slovak Republic and Contractor is performing construction works including supply of buildings or parts thereof classified to section F according to the statistical classification of products by works (hereinafter referred to as "CPA") and/or Contractor supplies goods with installation or assembly, if the installation or assembly belongs to section F of the CPA, domestic regime of reverse charge applies. In such case, the Contractor is obliged to state on the invoice the information "construction works Section F according to the CPA." The Contractor is obliged to issue separate invoice for works for which in accordance with applicable laws the Contractor pays VAT and separately for works in respect of which the person obliged to pay VAT is Customer. The Contractor is responsible for a correct categorization of the works provided to the respective section F according to CPA.

If the invoice fails to meet the above essentials or other essentials within the intention of the applicable legal regulations, the Customer shall be entitled to return the invoice without its settlement. As a result of a justified return of the invoice, the due period ceases to run and it shall start to run again as of the day of delivery of a new (corrected) invoice.

8. The bank details of the Contractor as specified on the invoice shall be identical with the bank details agreed in the Contract. Otherwise the Customer shall be entitled to pay the invoiced amount using the bank details as specified in the invoice. In the event of incorrect bank details, or in case that diverging bank details are specified 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 be incurred by the Contractor as a result of such incorrectly addressed payment; in case that for such a reason damage was incurred by the Customer's, the Customer is entitled to seek damages compensation from the Contractor causing the damage.
9. Bank charges of the Contractor shall be borne by the Contractor and bank charges of the Customer shall be borne by the Customer. In case a contractual condition related to the payment is breached, all bank charges shall be borne by the contracting Party causing the breach.

10. If the contracting parties agreed on partial execution of work, to each invoice relating to such partial execution of the work shall be attached a takeover protocol certifying the takeover of the work or the respective part thereof by the Customer, including information "construction works Section F according to the CPA" in cases when executed works or partial works are categorized into this section.
11. The prerequisite for the payment of the price of work is the delivery by the Contractor of the respective technical documentation and of the list of all previous invoices related to the subject-matter of the Contract.
12. The contracting parties agree that neither of the contracting parties is entitled to transfer its rights pursuant to the Contract without obtaining a prior written consent from the other contracting party, otherwise such a transfer of rights shall be deemed invalid.

#### IV. Tax Essentials

1. In settlement of their tax obligations the contracting parties shall proceed in accordance with the valid and effective legal regulations of the country of which they are residents and in accordance with the applicable international legal norms. The option to assume tax liability on behalf of the other contracting party is excluded.
2. Should the Contractor not be a resident of the Slovak Republic, the Contractor shall submit to the Customer an officially authenticated certificate from the tax (financial) authority of its tax domicile (residence), within 10 days from the date of conclusion of the Contract at the latest, unless the Contractor had done so at the conclusion of the Contract. In case a payment pursuant to the Contract shall be made prior to the lapsing of a period of 10 days from the date of conclusion of the Contract, the certificate shall be submitted by the Contractor as to the date of conclusion of the Contract, at the latest on the date the first payment is made.
3. Should the Contractor not be a resident of the Slovak Republic, the Contractor shall submit an affidavit containing the following:
  - whether the Contractor has or it does not have a permanent commercial establishment in the Slovak Republic pursuant to the legal regulations applicable in the Slovak Republic, or pursuant to the respective treaty of avoiding double taxation (hereinafter referred to as "international treaty"),
  - whether the activities being the subject-matter of the Contract are carried out through such permanent commercial establishment or, in case software or licence delivery is the subject-matter of the contract, the Contractor shall specify in an affidavit the real owner of the software/licences,
  - whether by virtue of the Contract the Contractor can acquire a permanent commercial establishment in the Slovak Republic or a tax obligation for the employees or persons working for the Contractor in the Slovak Republic can arise, pursuant to the legal regulations applicable in the Slovak Republic and the international treaty including information preceded by the words "Construction Section F according to CPA" in cases involving the fulfilment resp. partial fulfilment of works included in this section.
4. Should the Contractor, not being a resident of the Slovak Republic, perform the subject-matter of the Contract through its branch located in the Slovak Republic, the Contractor shall submit to the Customer at the conclusion of the Contract, or within 10 days from the date of conclusion of the Contract at the latest, an officially authenticated copy of the extract from the Commercial Register in respect to such branch, not older than 3 months.
5. Should the Contractor, being a resident of a member state of the European Union or being a resident of a member state of the European Economic Area, have a branch or a permanent commercial establishment in the Slovak Republic, such Contractor shall submit a declaration to the Customer at the conclusion of the Contract or within 10 days from the conclusion of the Contract at the latest certifying that the Contractor is subject to taxation in such member state of the European Union or such member state

- of 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 member state of the European Economic Area, whereas the Contractor shall not be considered a tax payer with unlimited tax liability in the Slovak Republic. The Contractor shall also submit to the Customer a certificate/officially authenticated decision issued by the respective tax administrator in the Slovak Republic on paying prepayments of income tax of legal entities.
6. Should the Contractor, not being a resident of a member state of the European Union or not being a resident of the member state of the European Economic Area, have a branch or a permanent commercial establishment in the Slovak Republic, such Contractor shall submit to the Customer officially authenticated copies of the income tax payer registration certificate in the territory of the Slovak Republic and (final/effective) decision of the respective tax administrator that the Contractor has been paying tax prepayments pursuant to the act on the income tax applicable and effective in the Slovak Republic, within 10 days from the date of conclusion of the Contract at the latest, unless the Contractor had done so at the conclusion of the Contract. Provided that the documents referred to above have been timely submitted by the Contractor, the Customer shall not withhold the respective amount necessary to meet the respective tax liability, alternatively the Contractor shall proceed in accordance with the decision of the respective tax administrator.
  7. Should the Contractor, not being a resident of a member state of the European Union or not being a resident of the member state of the European Economic Area, have a branch or a permanent commercial establishment in the Slovak Republic, fail to submit the decision of the respective tax administrator concerning the payment of income tax prepayments pursuant to Article IV (6) of these General Commercial Terms, the Customer shall withhold from the payments the respective amount for securing the tax, in accordance with the income tax act applicable and effective in the Slovak Republic, respectively in accordance with the international treaty that takes precedence over the above act, as to the payment date.
  8. In case the Contractor is neither a resident of a member state of the European Union or nor being a resident of a member state of the European Economic Area, the Customer is entitled to deduct from payments a respective amount to provide for the tax in accordance with the act on the income tax applicable and effective in the Slovak Republic, or in accordance with an international treaty, which takes precedence over this Act.
  9. Should the Contractor acquire a permanent commercial establishment in the Slovak Republic after the conclusion of the Contract and should the Contractor fail to inform the Customer about this fact, the Contractor declares and commits to compensate the Customer for the tax security, penalties and interest payments, which may be incurred by the Customer as a consequence of a breach of the Customer's notification duty pursuant to the applicable legal regulations in the Slovak Republic and as a consequence of not withholding tax prepayment for securing tax, where such failure to withhold originated as a result of a breach of obligation to inform or of another obligation of the Contractor to the Customer, the Customer may ask for the above compensation not earlier than on the day of delivery of a payment order or a decision issued by the respective tax administrator addressed to the Customer.
  10. Should the Contractor be a registered VAT payer in the Slovak Republic, the Contractor shall also submit to the Customer an officially authenticated copy of the certificate of the VAT payer registration. Should the Contractor be a registered VAT payer in another member state of the European Union and should such Contractor perform the subject-matter of the Contract as a VAT payer registered in another member state of the European Union (the Contractor was assigned a VAT ID by a respective member state of the European Union), the Contractor shall also submit to the Customer a officially authenticated copy of the certificate of the VAT payer registration in the state which registered the Contractor as a VAT tax payer (which assigned VAT ID to the Contractor, under which the Contractor

- performs the subject-matter of the Contract).
11. In case the Contractor performs the subject-matter of the Contract through its branch or permanent commercial establishment located in the Slovak Republic, while such a branch or permanent commercial establishment is a VAT payer in 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 to submit also the necessary affidavits for the correct application of a levy/the application of a right for VAT deduction.
12. Should the tax administrator return, for any reason whatsoever, to the Contractor the withheld and paid tax prepayment for securing or the withholding of the tax through the tax payer, i.e. through the Customer, this sum shall be transferred to the Contractor's account in the amount and currency determined in the decision of the respective tax administrator, however, in the maximum amount of the tax deducted 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 legislation which shall affect the Contract, and to uphold their application during the period of their effectiveness. The Contractor shall consult with the Customer any change in relation to its tax liabilities against the Slovak Republic without delay, and to submit to the Customer, upon request, all underlying documents necessary for the due settlement of its tax liabilities. Should the Contractor make false statements to the Customer or should the Contractor otherwise mislead the Customer, the Contractor commits to compensate the Customer for the tax withholding, tax security, VAT, penalties and interest payments, which shall be incurred by the Customer as a consequence of the above actions of the Contractor. The Customer shall not be entitled to request the above compensation earlier than on the date of delivery of the payment order or the decision issued by the respective tax administrator addressed to the Customer.
14. The Contractor is liable to the Customer for damage suffered by the Contractors
- improper use of the reverse charge to the Customer instead of applying the tax on output and vice versa. For such damage will be considered, inter alia, fines, interest and additional tax levied by the competent tax authorities.
15. If the Contractor is registered as a VAT payer in the Slovak Republic and decides for special tax arrangements on receipt of payment for the goods or services (hereinafter referred to as "special arrangement"), Contractor is obliged to inform the Customer about his decision in writing by the end of the calendar month in which he applied special arrangements. Likewise, if the Contractor ends the application of the special arrangements, the Contractor is obliged to notify Customer within 5 days from the end of the tax period in which the Contractor stops applying the special arrangement.
16. In the event that the Contractor is a value added tax payer in the Slovak Republic, and in the event of a foreign entity, which has a permanent commercial establishment registered for the value added tax and invoice for the subject-matter of the Contract is issued under the VAT ID assigned to the permanent commercial establishment in the Slovak Republic, the Contractor hereby declares that:
- (i) as of the date of conclusion of the contract no reasons exist, based on which the Customer should or could be a guarantor of tax obligation of the Contractor originating from the VAT, which the Contractor charged the Customer or will charge to the Customer on the price pursuant to the Contract, in accordance with Section 69 (14) in connection with Section 69b of the Act No. 222/2004 Coll. on the value added tax, as amended (hereinafter referred to as "VAT Act").
  - (ii) in the event that the VAT Act provides so, the Contractor will make due tax return on VAT and in the event an obligation to pay the VAT arises, the Contractor shall pay the tax on the agreed maturity date to the respective tax administrator;
  - (iii) in the event that the VAT Act imposes on the Contractor an obligation to pay the VAT, the Contractor does not have any intent not to pay the VAT related to the subject-matter of the Contract, or any intent to reduce this VAT, or potentially to elicit a tax exemption and it does not have any intent to get itself

into a position in which the Contractor would not be able to pay this VAT.

17. The Customer is entitled, in the event that the Contractor does not confirm in writing to the Customer at the moment the tax obligation originates, that no obligation originates to the Customer to guarantee for the VAT pursuant to Section 69 (14) of the VAT Act, as well as in the event that the Contractor is published on the list of VAT payers with respect to whom reasons for cancellation of VAT registration originated, kept by the Financial Directorate of the Slovak Republic pursuant to the above provision, to delay the settlement of the sum amounting to the VAT from each respective invoice issued by the Contractor, whereby the Contractor explicitly agrees with this fact.

#### **V. Method of Execution of Work**

1. The Customer shall be authorized to monitor the execution of the work. If some parts of the work are executed at the Contractor's operating point or at the operating point of the Contractor's sub-supplier, the Customer is entitled to perform an inspection of the execution of the work or a part thereof directly at the Contractor's operating point or at the operating point of the Contractor's sub-supplier. The Contractor shall allow such inspection by the Customer, a breach of the above obligation shall be deemed a substantial breach of the Contractor's contractual obligations.
2. Should the Customer identify that the Contractor executes the work in contradiction with its obligations, the Customer shall be authorized to request that the defects which originated in the defective execution of the work be rectified by the Contractor and that the work be performed in a proper manner. In case the Contractor fails to fulfil the above obligation even within an adequate period provided for this purpose by the Customer, the Customer shall have the right to withdraw from the Contract, even in case that the conduct of the Contractor would lead to a non-substantial breach of the Contract.
3. Should life or health of persons, or safety of facilities' operation forming a part of a natural gas transmission network be in danger, or should there be an imminent danger of damage to the Customer's

property or other persons, or should there be an imminent danger of harming natural environment (environmental damage), the Customer shall be entitled to order to the Contractor an immediate interruption of execution of the work or suspension of provision of services. Should the Customer not reach the Contractor (or a person appointed by the Contractor), the Customer shall be entitled to give the order pursuant to the above sentence directly to the Contractor's employees executing the work. The Contractor shall instruct its employees about the above and ensure that its employees obey such an order of the Customer in case it is issued. The above obligation applies mutatis mutandis to potential Contractor's sub-suppliers and such sub-supplier's employees. Disobedience of such an order of the Customer shall be deemed a substantial breach of the Contractor's contractual obligations.

4. The Contractor shall familiarize itself in detail prior to the commencement of execution of the work with the input data provided by the Customer, in particular with the construction site suitability, as well as with the terms applicable to the execution of the work. The Contractor shall notify the Customer, without undue delay, about the shortcomings of the input underlying documentation, respectively of circumstances preventing due execution of the work, otherwise the Contractor cannot invoke such circumstances later.

#### **VI. Term of Work Execution and Handover**

1. The Contractor shall execute and hand over the work to the Customer on a date as agreed in the Contract.
2. Unless anything else results from the Contract or from the nature of the work, the Contractor is authorised to execute the work prior to the agreed date. The Customer shall, however, not be obliged to take over the work prior to the date as agreed in the Contract.
3. Failure to meet the date for handing over of the work shall be deemed a substantial breach of the Contract by the Contractor. In the event that the Contractor is in delay with the handover of the work, the Customer shall have the right to withdraw from the

Contract. At the same time the Customer shall have the right to apply contractual sanctions against the Contractor pursuant to the Contract.

## **VII. Place of Work Execution and Handover**

1. The Contractor shall execute the work in the place as agreed in the Contract (hereinafter referred to as "work execution place").
2. The Contractor shall hand over a duly executed work in the place as agreed in the Contract. In case the place of handover is not specifically agreed in the Contract, the Contractor shall hand over the work to the Customer in the place of execution of the work.
3. The Contractor shall take over the work execution place upon the Customer's call, unless it was agreed that the work will be executed at the Contractor's.
4. Work execution place shall be handed over to the Contractor by an authorised Customer's employee, whereas a written protocol shall be drafted by the contracting parties evidencing the handover of the work execution place.
5. Entry of Contractor's employees to the Customer's premises shall be permissible only on the basis of a written permit for entry issued by the Customer. The employees of the Contractor certify their identity by a valid identification document and by an entry card, the issue of which shall be provided for by the Customer.
6. Entry of vehicles to the Customer's premises shall only be possible permissible on the basis of a special written permission issued by the Customer. Parking and standing of motor vehicles shall be permissible on designated parking lots which are identified by a respective road sign. Parking on sidewalks outside the designated parking space is strictly prohibited.
7. If the work consists of making a construction, the construction site is considered to be the work execution place.
8. At site handover the following shall be carried out:
  - establishing 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 access roads;
  - determining the conditions for occupational safety and health (hereinafter referred as to "OSHA"), fire protection (hereinafter referred as to "FP") and environment protection at the given construction site with specification of protection zones.
9. The Contractor shall maintain the construction site and the left engineering networks tidy and clean, remove waste and dirt created as a result of execution of the work and shall clean the vehicles entering the road. The Contractor shall completely vacate the construction site; remove the left over material, waste and similar and to handover construction site back to the Customer within 30 days at the latest after the handover and takeover of the work.
  10. The Contractor shall be responsible for the damage caused to all staked-out underground lines at the construction site and shall be obliged to compensate to the full extent such damage.

## **VIII. Site Diary and Assembly Diary**

1. The Contractor shall maintain a site diary or an assembly diary (hereinafter referred to as "diary") containing records of works it executes from the day of the takeover of the construction site throughout the whole period of execution of the work. The diary shall contain records of all facts decisive for the performance of the Contract, particularly information regarding the timetable of works or services and their quality, justification of deviations of the executed works from the project documentation, information relevant for the evaluation of economic efficiency of the works and information relevant for the assessment of the works by the respective



- public administration authorities. During working hours the diary shall be available at the construction site at all times. The obligation of the Constructor to maintain the diary shall terminate upon the handing over and taking over of the duly executed work to the Customer.
2. Daily records shall be recorded into the diary in a legible manner and shall be signed by an employee designated by the Contractor – site manager, eventually his appointed deputy and only on a day the works are executed or when circumstances being subject to recording occurred. There shall be no blank spaces left in daily records of the diary. Besides the site manager, the records in the diary can be made by an employee designated by the Customer – technical supervisor, planner/designer or its employee authorized to perform author supervision, eventually authorities of state construction surveillance, or other relevant bodies of state administration and self-administration and employees of the Customer in charge of execution of control over observing conditions of OSHA, FP and environment.
  3. If the construction manager does not agree with the executed records of the technical supervision or with the records of the planner/designer, he/she shall attach his/her opinion to such record not later than within 3 working days; otherwise it shall be understood as he/she agrees with the record's contents.
  4. If there is construction supervision at the construction site, the construction manager shall submit to such construction supervision the daily record on the next working day at the latest and shall 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 into the diary not later than within 3 working days with the statement of reasons, otherwise it shall be understood that he/she agrees with the record's contents.
  5. The Contractor shall request in writing or by means of a record in the diary the technical supervision for the purpose of verification of the works, which will in the following order of work become covered/blocked or become inaccessible. The request shall be delivered to the technical supervision not later than 3 working days ahead of time. If the Contractor does not do so, the

Contractor shall, upon the request of the technical supervision, unblock such works at its own expense.

6. The Contractor shall state in the diary the net, truly worked time, excluding the time needed for breaks, transfer of employees and such.
7. The technical supervision of the Customer shall have a right to monitor the worked hours recorded in the diary by means of a system of electronic control of entry and leave of the Contractor's premises and in the case of identifying inconsistencies between the records the Customer shall have a right to file a claim against the recorded and/or invoiced quantity of worked hours of the Contractor. Repeated origination of differences between hours worked and hours recorded in the diary identified by the technical supervision shall be deemed as substantial breach of the Contractor's contractual obligations.

#### **IX. Takeover of Work and Performing Tests of the Work**

1. The work shall be considered duly executed and finished if it is executed without any defect and incompleteness.
2. The contracting parties shall execute a written takeover protocol or other written record (hereinafter referred to as "takeover protocol") certifying the takeover of the work by the Customer. The takeover protocol, signed by the representatives of both contracting parties, shall serve as proof of fulfilment of the subject-matter of the Contract.
3. The Contractor shall, not later than at the moment of takeover of the work by the Customer, hand over to the Customer the documents necessary for the takeover and use of the work, as well as other documents specified in the Contract.
4. If prescribed by legal regulations or agreed in the Contract, the Contractor shall, not later than at the moment of takeover of the work by the Customer, submit 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 specified in the Contract, or their submission is usual in

relation to the character and purpose of the work.

5. Prior to the handover of the work, the Contractor shall 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. The terms and the method of the tests shall be agreed in a written form. The Contractor shall submit the results of the tests to the Customer in a written form, not later than at the moment of takeover of the Work by the Customer.
6. The Customer has the right to be present at the tests of the work. The Contractor shall be obliged to notify the Customer in the written form of the place and the date of the tests, at the latest 14 days prior to the scheduled date of tests.
7. If the Customer or the person nominated by the Customer does not arrive at the determined time for the tests' execution, the Contractor may perform the tests even in the absence of the Customer, the Customer is, however, obliged to inform the Customer of the tests' result without undue delay.
8. The expenses related to the tests of the work shall be borne by the Contractor.
9. The expenses related to the participation of the Customer or the person nominated by the Customer at the tests shall be borne by the Customer. If the tests are not performed at the set time due to the fault of the Contractor, or if the tests' result is negative, the Contractor shall reimburse the Customer for all costs that the Customer incurred in this relation.
10. The performance of the tests in the absence of the Customer does not discharge the Contractor from the liability for defects identified at or after the handover of the work.

#### **X. Warranty Period and Liability for Defects of the Work**

1. The Contractor shall provide a warranty that during the duration of the warranty period the work will be fully functional and operational and that the work will be fit for use for the agreed or usual purpose during the warranty period and that it will preserve the agreed or regular features and technical

parameters. Otherwise the work has defects for which the Contractor shall be responsible.

2. Unless agreed otherwise in the Contract in writing, the warranty period for the work shall last 24 months and shall run from the day of taking over of the work by the Customer. If the subject of the work is a construction or construction works, the warranty period shall be 60 months. The Contractor shall execute the work according to the specification agreed in the Contract and in compliance with the respective technical standards and quality standards. The Contractor shall specify in the technical documentation the technical standards according to which the work was performed or facility was constructed.
3. The Contractor shall execute the work to the extent and in the quality specified in the Contract. The work shall be considered as having defects particularly if it does not correspond to the result as agreed in the Contract, to the purpose of its use or it does not have the features specified 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 be entitled to claim these defects. The Customer shall be entitled to demand either the elimination of defects or a discount from the price of work or the Customer is entitled to withdraw from the Contract. The choice of claims above belongs to the Customer.
5. If the Customer requests the elimination of defects in its claim, the Contractor shall, without delay, eliminate these defects, whereby all costs incurred in relation to defects' elimination shall be borne by the Contractor. The Contractor shall make all efforts to eliminate the claimed defects as soon as possible after the delivery of the Customer's claim. Unless the Customer and the Contractor agree otherwise in writing, the Contractor shall eliminate the claimed defects within 3 days from the date of delivery of the claim to the Contractor. If the Contractor does not eliminate the defects in the above period and, in urgent cases, also if it is not possible to wait for the elimination of the defects directly by the Contractor, the Customer shall be entitled to eliminate the defects on its own or to appoint a third party with the elimination, whereas the Customer is entitled to be

- compensated by the Contractor for the expenses connected with the above. The elimination of defects by the Customer on its own or through a third party shall not cause the extinction of the warranty relating to the work provided by the Contractor.
6. In case of a legitimate claim, lapsing of the warranty period shall be interrupted during the period from the delivery of the claim to the Contractor until the complete elimination of the claimed defects.
  7. After the elimination of the claimed defects the Contractor shall draft a list of works factually executed and, if necessary, also an inspection report, as well as to take all other necessary steps so that the work is without defects and is returned to a fully functional and operational condition.
  8. The Contractor shall, without undue delay, eliminate also such defects for the occurrence of which it denies responsibility, but the elimination of which cannot be postponed. Payment of expense related to the elimination of such defects shall be agreed between the contractual parties after the defects' elimination.
  9. In case the Customer requests in its claim a discount from the price of work, the Customer shall be entitled to a discount corresponding to sum by which the value of the work (executed works) decreases as a result of the claimed defects.
  10. The claims made in respect of defects of the work shall not affect the rights to claim damages or contractual penalty.

#### **XI. Background Technical Documents 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 a written consent of the Customer. In case of an early termination of the validity of the Contract, the background technical documents (including copies thereof) shall be returned to the Customer within 1 month from the early termination of the Contract.
2. The Contractor shall, after having used the background technical documents for the purpose of execution of the work, return the background technical documents to the

Customer without undue delay after the execution of the work.

3. The Contractor shall hand over 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 hand over to the Customer all documentation relating to the execution of the work in the Slovak language, unless agreed otherwise in the Contract.
4. The Contractor shall hand over to the Customer all protocols and tests certificates of facilities it has assembled, installed or made in connection with the work, at the moment of takeover of the work by the Customer at the latest. All protocols and certificates shall be handed over by the Contractor to the Customer in the Slovak language.
5. The Contractor shall hand over to the Customer the operating instructions, repair and maintenance instructions to the extent as specified by the 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 provided in connection with the execution of the work shall be in the Slovak language.

#### **XII. Risks Resulting from the Use of Hazardous Substances**

1. If a component part of the work are substances, or if during execution of work, substances were used that have one or a number of hazardous properties, the Contractor shall specify in the relevant documentation the risks resulting from the use of the work, to identify the hazards and determine the measures for safe handling, warehousing and transportation of such substances, 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 provide the safety data card pursuant to special legal regulations.

2. The Contractor shall provide the Customer with respective 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 dangers, and shall implement measures pursuant to special regulations to ensure OSHA, as well as FP and environmental protection.
3. The Contractor is entitled to deliver solely the chemical substances or agents which are registered pursuant to the Regulation (EC) No. 1907/2006 of 18 December 2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH) and establishing a European Chemicals Agency, as amended.

### **XIII. Audit**

1. The Contractor shall, upon the Customer's request, allow the Customer to perform an audit of its operations, aimed at verifying the compliance of process management, which have an impact on the quality of work, environment and safety at work.
  2. For the purpose of verification of the economic performance during the term of the Contract, the Contractor shall, upon the Customer's request, 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 undertakes not to disclose these documents to third parties without the express written consent of the Contractor.
  3. In the event of identifying deficiencies of the side of the Contractor in the area of quality, environment and safety at work, the Customer is entitled to provide the Contractor with a reasonable time period for the removal of such identified deficiencies with the possibility of inspection in the form of a subsequent audit.
  4. It is considered a substantial breach of the Contract if the Contractor fails, even in an additional reasonable time period, to adopt appropriate measures leading to the improvement of quality and the removal of deficiencies.
1. The Contractor shall comply with the provisions of the generally binding regulations on environmental protection during the execution of the work.
  2. The Contractor in co-operation with the Customer shall, prior to the commencement of the execution of the work, fill in the Customer's form, a so called environ-entry. The environ-entry contains, in particular, the basic information on the types of waste which will be generated during the execution of the work, on the hazardous substances used and on the type of works during the execution of the work.
  3. The Contractor shall ensure the attendance of all of its employees, as well as of the employees of its sub-suppliers, at a training which shall be executed by an employee (environmental technician) of the Customer.
  4. If the Contractor handles hazardous substances during the execution of the work, the Contractor shall furnish the workplace with means for intercepting a possible leakage of hazardous substances into the environment.
  5. The Contractor shall be liable for the pollution and damage to the environment which occurred in relation to the execution of the work. The Contractor shall remedy the consequences of such pollution and damage and shall reimburse the damages caused. At the same time the Contractor shall bear all expenses and sanctions related to the above.
  6. The Contractor shall comply with special legal regulations applicable to water protection, in particular to implement adequate measures for handling hazardous substances and to comply with the obligations in the field of prevention. Should the Contractor by its activity cause an extraordinary degradation of waters, it shall be deemed as the originator of the degradation and shall be responsible for the disposal of the extraordinary pollution and removal of its damaging impacts. The Contractor shall ensure the respective documents, permits, approvals and the required statements of the water protection authorities.
  7. If the execution of the work relates to an air pollution source facility, or may by any means impact the emissions of pollutants, or represents a change of the respective documentation, the Contractor shall ensure the approval of the statutorily required documents and to obtain necessary

### **XIV. Environmental Protection**

- statements and approvals of the air protection authorities.
8. The Contractor shall inform the Customer prior to the execution of the Work about all types of waste (hazardous and other), which will be generated as a result of the Contractor's activity during the execution of the work. The fulfilment of obligations of the originator of waste generated at the service works, the cleaning works or the maintenance works performed in the place of the registered office or the place of business shall be carried out by the Customer. In the event that no waste holder is determined in the Contract, the obligations of the waste holder shall be fulfilled by the Customer. Originator of waste generated as a consequence of performing construction and demolition works and construction, maintenance, reconstruction and demolition of the roads shall be the entity performing such works. In the event that no waste holder is determined in the Contract, the obligations of the waste holder shall be performed by the contractor of such works.
  9. The Customer is the originator of waste in case of waste generated during service, cleaning or maintenance works, construction works and demolition works.
  10. If, under the conditions set in the Contract, the Contractor is obliged to provide waste disposal, the Contractor shall further:
    - a) properly classify waste or ensure the correctness of waste classification according to Waste Catalogue,
    - b) collect waste sorted by type of waste and ensure them against deterioration, theft or other undesirable leakage,
    - c) separately collect hazardous waste according to their species, label them and dispose of them in accordance with the relevant legislation,
    - d) ensure collection containers
    - e) ensure the treatment of waste within the meaning of the waste hierarchy, by:
      1. preparing for re-use in its activities; unused waste thus offer to another for the preparation for re-use,
      2. recycling within his activities, if it is not possible or advisable to ensure its preparation for reuse; thus offer unused waste for recycling to another,
      3. assessment in its activities if it is not possible or advisable to ensure its recycling; thus offer unused waste for assessment to another.
  4. disposal, if it is not possible or advisable to ensure its recycling or other recovery
  - f) deliver waste only to a person authorized to handle waste.
  11. The Contractor is entitled to set up places for gathering, sorting or mixing and storage of waste generated in connection with the contractual activity of the Contractor, pursuant to the requirements of generally binding regulations, only with the prior written approval of the Customer, by which Customer also provides a method for waste treatment. The Contractor is obliged to keep the Customer notified about origination of waste. Contractor is obliged to inform Customer about the date of waste disposal in advance, at least 5 days before the planned date of the disposal. The Contractor is obliged to submit complete documentation on waste management to the Customer, who is the originator and holder of the waste. Otherwise, the Contractor shall not be entitled to a part of the price for waste defusing/upgrading. The Contractor shall ensure the waste removal during the execution of the work within the areas of compressor stations solely on the basis of a "Permit for waste exportation from the Customer's objects" issued by the Customer. In case that the Contractor is pursuant to the Contract obliged to provide for the transportation of waste, the Contractor assumes all obligations of a waste carrier, and it shall carry out the transportation of hazardous waste mainly in accordance with the conditions of the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) and Waste and the respective legal regulations.
  12. The proceeds achieved from the prospective upgrading/sale of the waste as secondary raw material shall be the property of the Customer. By virtue of the Contract the Customer authorizes the Contractor to hand over the waste to the authorized person and to take over the document regarding the waste handover issued to the name of the Contractor and for the account of the Customer. The document issued by the authorized person certifying the handover, respectively the disposal of the waste shall contain at least:

business information of the authorized person and of the Contractor, kind and quantity of waste, price, manner and place of handover/disposal, date of issue). The Contractor shall hand over such document to the Customer without undue delay, within 3 working days at the most. Subsequently, the Customer shall issue an invoice for the price stated in the submitted document.

13. The Contractor shall comply with the special legal regulations on nature and landscape protection, as well as to elaborate and ensure the relevant statements and consents of the nature and landscape protection authorities.
14. During the execution of the work the Contractor shall comply with the special legal regulations on protection against noise and vibrations. The Contractor shall ensure by technical, organizational and other appropriate measures that the noise does not exceed the maximum permitted values set by special legal regulations.
15. The Customer shall be entitled to order an immediate stop of the works if the Contractor executes the work in conflict with the valid legal regulations for environment protection or if the Contractor executes the work in a way which endangers the environment. The Contractor, in such a case, shall stop the execution of the work until it certifies to the Customer that it has implemented remedial measures. Period from the stopping of the execution of the work until its restoration shall not be deemed a delay of the Customer, but it shall be borne by the Contractor.

#### **XV. Occupational Safety and Health and Fire Protection**

1. If the Contractor executes the work in a protection zone of the high-pressure gas pipelines, including its related underground and above-ground facilities, or in the protection zone of technological structures, the Contractor shall comply with the 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", issued in 2002.
2. The Contractor shall be responsible for preparation and execution of measures for ensuring OSHA and FP, co-ordination of

activities and information of its employees and persons acting on his behalf, as well as of the employees of the Customer at the place of execution of the work, when in relation of its execution compromising of the rightful interests of the Customer may occur.

3. The Contractor shall take all measures to ensure that at the place of execution of the work, to the extent of the subject-matter of the Contract and in relation of its performance, the safety of its employees, employees of the Customer and other persons, which may be present with the Customer's knowledge at the place of execution of the work.
4. The Contractor undertakes:
  - 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 OSHA and FP,
  - 4.3 to execute only such works, to 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 protective tools necessary for the protection of employees of the Customer related to the performance of subject-matter of the Contract by the Contractor,
  - 4.5 to notify the Customer without delay about insufficiencies and other substantial facts which could endanger safety or health of the Customer's employees at work, which were learned by the Contractor in relation to the performance of the subject-matter of the Contract,
  - 4.6 to observe the prohibition on smoking and prohibition on alcoholic beverages, narcotics and psychotropic substances at the Customer's workplaces. An employee of the Contractor or a person acting on his behalf shall undergo an examination performed by the eligible

- employees of the Customer for the purpose of ascertaining whether the person is under the influence of alcoholic beverages, narcotics or psychotropic substances. If, according to ascertaining procedures specified in an internal regulation of the Customer, a test result for alcoholic beverages of an employee of the Contractor is positive, the Contractor shall replace such employee with another employee.
5. The Contractor shall be responsible for qualification, professional and health capability of its employees and persons acting on its behalf, necessary for the execution activities being the subject-matter of the Contract.
  6. The Customer shall ensure that the employees of the Contractor executing works at its workplaces and in its premises are notified prior to the commencement of the performance of the subject-matter of the Contract about respective legal regulations and other regulations for ensuring OSHA, about the provision of first aid, the principles of safe work, rules of health protection at work and about the principles of safe behaviour at the Customer's workplaces, as well as about internal instructions of the Customer, in particular with information pursuant to Article 7 of the Act No. 124/2006 Coll. on occupational safety and health and on changes and amendments of certain acts, as amended.
  7. The Contractor shall, during the execution of works, cooperate with the coordinator of safety appointed by the Customer pursuant to the respective legal regulations.
  8. The Contractor shall fulfil the subject-matter of the Contract after all of its employees or persons acting on its behalf participating in the performance of the subject-matter of the Contract familiarized themselves with the OSHA and FP prior to its commencement and also in intervals as set by the Customer. The information about OSHA and FP shall be provided by the Customer.
  9. The Contractor shall ensure that the workplaces, machines, equipment, tools, substances and similar at which and/or with which the Contractor works and uses during the performance of the Contract do not impair OSHA and FP. For this purpose the Contractor shall carry out their necessary maintenance and repairs.
  10. The Contractor shall furnish its employees at its own costs with personal protective aids (hereinafter referred to as "PPA"), adequate to the environment in which they execute the activity related to the performance of the subject-matter of the Contract, with visible identification of the Contractor's company. At the same time the Contractor shall be responsible for furnishing and marking of PPA of persons acting on its behalf. Work clothes of the Contractor's employees shall not be in the same colours as those of the Customer's employees. Further, the Contractor shall ensure the movement of its employees and persons acting on its behalf solely within the determined workplace and the area specified by the Customer.
  11. During the performance of activities involving an increased danger of fire the Contractor shall be responsible for the fulfilment of tasks arising from the provisions of valid legal regulations in the area of FP. The Contractor shall at all times be obliged to inform the Customer about such activity and at the same time shall respect the Customer's instructions relating to ensuring or execution of FP measures.
  12. 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 issued by the Customer prior to the commencement of such works pursuant to the Notice of the Ministry of Interior of the Slovak Republic No. 121/2002 Coll. on fire prevention and pursuant to Slovak Government Decree No. 393/2006 Coll. on minimum requirements for ensuring occupational safety and health in explosive environment. The Contractor is entitled to start the execution of work only after the fulfilment of all requirements specified in the permit.
  13. The Contractor shall notify the Customer of those factors of work and workplace which are harmful to health of the employees of which the Contractor is an originator or about which the Contractor learned during its activity related to the performance of the subject-matter of the Contract. If the Contractor does make the above notification, the Contractor shall be responsible for damages that may arise to the Customer as a result of the effect of such harmful factors on the health of the Customer's employees.
  14. If, during the 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 notify the Customer about such fact without undue delay in writing.

15. The Contractor shall, in relation to the performance of the subject-matter of the Contract, execute measures for the provision of first aid, execution of rescue operations, evacuation of employees and furnish means necessary for the protection of life and health of the employees and the provision of first aid, and to equip therewith the place of performance of the subject-matter of the Contract for the event of occurrence of immediate and serious danger to life or health, and at the same time to inform the Customer and the persons present at or performing activities at the given place.
16. The Contractor undertakes to handle hazardous substances only to the necessary extent and at the same time it shall act in such a way which does not harm people's health, working conditions or other rightful interest. The Customer and the Contractor shall inform one another on hazardous substances with which the employees come into contact, on their effects on health, on the proper methods of their handling and on safety measures which shall be followed at the handling of such substances.
17. The Contractor shall inform the responsible representative of the Customer immediately about insufficiencies and other substantial facts which may endanger the safety or health of its own employees, the Customer's employees or third aggrieved parties, about which it learned in relation to the performance of the subject-matter of the Contract.
18. In case of occurrence of an emergency event the Contractor shall follow instructions of the respective emergency commission of the Customer. This obligation applies *mutatis mutandis* to the employees of the Contractor and to the employees of the Contractor's sub-contractors.
19. The expenses incurred by the Customer due to the incompliance of the Contractor with OSHA and FP, or of third persons

acting on its behalf in relation to the performance of the subject-matter of the Contract, shall be borne by the Contractor in the full extent.

20. The damages occurring to the Customer due to non-execution or insufficient execution by the Contractor of the preventive measures and other measures for ensuring OSHA and FP, by insufficient coordination and information in relation to the performance of the subject-matter of the Contract shall be borne by the Contractor in the full extent.

## **XVI. Contractual Sanctions**

1. If the Contractor is in delay with the execution of the work pursuant to the Contract (the Contractor fails to deliver duly completed work within the agreed date), the Customer is entitled to apply against the Contractor a contractual penalty in the amount of 0.3% of the total price of work for each commenced day of the delay. The above shall also apply in case of failed or delayed delivery of the documents that are necessary for the takeover or the use of the work, or other documents that the Contractor is obliged to submit to the Customer pursuant to the Contract.
2. The payment of the contractual penalty does not relieve the Contractor from the obligation to execute the work or to deliver the documents in accordance with the Contract.
3. Application of the contractual penalty shall not affect the right to claim damages caused by a breach of contractual obligations.
4. Should the debtor be in delay with the fulfilment of its monetary obligation, the creditor shall have the right to charge the debtor the interest on late payment for each day of the delay.
5. If the Contractor is in delay with the removal of a defect of the work which the Customer claimed, the Customer shall be entitled to charge the Contractor a contractual penalty in the amount of EUR 100 (in words one hundred euro) for each day of the delay with the removal of the claimed defect.
6. If the Contractor breaches any of the obligations related to OSHA, FP and environment protection specified in these General Commercial Terms or in the Contract (in particular in case of breach of



obligations to use the prescribed PPA, or breach of obligations to use them in the manner prescribed for the respective working activity), the Customer shall be entitled to charge the Contractor the contractual penalty in the amount of EUR 33 (in words thirty three euro) for each individual case of breach of the obligation.

### **XVII. Circumstances Excluding Liability**

1. As a circumstance excluding liability shall be deemed any obstacle arising independently of the will of the obligor and preventing the obligor from fulfilling 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 its 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 out of the Contract in case that fulfilment of all of the following conditions is proved:
  - failure to perform occurred due to extraordinary, unforeseeable and non-avertable events,
  - obstacles and their consequences could not have been foreseen at the time of conclusion of the Contract and
  - obstacles and their consequences could not have been prevented, avoided or overcome.
4. As unforeseeable and unpreventable obstacles are not deemed those caused by not granting to the obligor by the official authorizations, licenses or similar permissions.
5. The contracting 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 shall be submitted without undue delay after the obligor learned about the obstacle or could

have learned about it exercising proper care. The failure to notify obliges the obligor to pay for the damage that could have been averted by means of early notification.

6. The effects of circumstances excluding liability shall be limited only to the time until when the obstacle with which such effects are linked persists.
7. Circumstances excluding liability relieve the obligor from the obligation to cover the damages, the contractual penalty and other contractually agreed sanctions.
8. The term of performance shall be extended by the duration of the circumstances excluding liability in a way that is acceptable for the obligee. During such period the right of the obligee 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, either of the contracting parties is entitled to unilaterally withdraw from the Contract.

### **XVIII. Confidentiality of Information**

1. The Contractor shall treat any data, information or documents which were provided to the Contractor or acquired by the Contractor in any manner in connection with the conclusion and/or performance of the Contract, as confidential information and/or as information being subject to business secrecy (if they fulfil the requirements pursuant to Section 17 of the Commercial Code).
2. The Contractor shall, when handling such data, information or documents, abide by the principles of its protection and confidentiality, whereby such data, information or documents shall not be provided by the Contractor to third persons or to its own employees, which are not participating in the performance of the 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 the Customer's business name or logo of the Customer neither in the course of the Contractor's own promotion or its own activity nor in the announcement for media in any form without the prior written consent of the Customer.
4. The Contractor is not authorised to make any audio or video records in Customer's

premises without the prior written consent of the Customer.

### **XIX. Final Provisions**

1. All agreements between the contacting parties up to date, both verbal and written, relating to the subject-matter of the Contract, and further provisions of such agreements shall be fully substituted by the Contract representing a complete agreement of the contracting parties on their rights and obligations pursuant to the Contract.
2. Should any of the provisions of the Contract become invalid, illegal, or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions of the Contract shall not be in any way affected or impaired.
3. The Contract, as well as the rights and obligations arising therefrom, including the assessment of its validity as well as the consequences of its potential invalidity, shall be governed and interpreted on the basis and in accordance with the laws of the Slovak Republic. The contracting parties herewith exclude the application of any and all collision norms pursuant to the respective legislation and bilateral and/or multilateral international agreements and/or treaties being part of the legislation of the Slovak Republic.
4. Rights and obligations not specifically regulated in the Contract or the General Commercial Terms shall be regulated by the respective provisions of the Commercial Code and other generally binding legal regulations of the Slovak Republic.
5. The contracting parties agree that all disputes resulting from the Contract or in relation thereto shall be settled through mutual agreement. In case such agreement could not be reached the disputes shall be finally resolved by the respective court in the Slovak Republic which is materially and locally competent pursuant to the procedural law applicable in the Slovak Republic.
6. In case the Contractor has its registered office abroad and the contracting parties did not agree in the Contract on a different language of communication, the language of communication for the purpose of performance of the Contract shall be the English language.

7. The Contractor confirms by its signature that it received the General Commercial Terms, became acquainted therewith, understood the contents thereof, accepts the conditions set out therein, and that it shall uphold these General Commercial Terms.

.....  
Contractor