

1. General Provisions

- 1.1 These general commercial terms and conditions (the “**General Commercial Terms**”) shall govern the legal relationships between POZAGAS a.s., a joint stock company, with its registered office at Malé námestie 1, 901 01 Malacky, BIN: 31 435 688, registered with the Commercial Register of the Bratislava I District Court, Section: Sa, Insertion No. 1271/B (the “**Client**”) and a natural or legal person (the “**Contractor**” and jointly with the Client only as the “**Parties**”), which are established under contracts (each individually as a “**Contract**”), in which the Contractor agrees to perform for the Client the following: (i) to create, assemble, maintain, repair or modify certain thing, structure or its part, or to materially capture a result of other activity pursuant to Section 536 of Act No. 513/1991 Coll. Commercial Code, as amended (the “**Commercial Code**”) (the “**Work**”), (ii) to deliver movables (goods), specified individually or by quantity and type, and to transfer legal title to such movables pursuant to Section 409 of the Commercial Code (the “**Goods**”), or (iii) to arrange a certain business matter by taking legal acts on behalf of the Client, or to carry out other activity pursuant to Section 566 of the Commercial Code (the “**Mandate**”) (letters (i) through (iii) above as the “**Subject-Matter of Contract**”) and the Client agrees to accept the Subject-Matter of Contract and pay to the Contractor the price or remuneration for it.
- 1.2 To avoid any doubt, a Contract may be entered into not only by its signing by both Parties, but also by (i) timely delivery of a written confirmation by the Contractor, indicating that the Contractor fully accepts an order from the Client, (ii) delivery of the Subject-Matter of Contract by the Contractor in accordance with the Client’s order, or (iii) delivery of a written confirmation by the Client that it accepts a Contractor’s offer, however, only provided that the Contractor has expressed, in such offer, its will to be bound by the General Commercial Terms.
- 1.3 Pursuant to Section 273 of the Commercial Code, these General Commercial Terms, regardless of whether attached to a Contract or not, shall form an integral part of a Contract. The Client shall publish the current wording of the General Commercial Terms on its website.
- 1.4 The differently agreed arrangements of a Contract shall prevail over the provisions of the General Commercial Terms. If a provision of a Contract is invalid, the provisions of the General Commercial Terms shall apply instead.

2. Price and Payment Terms

- 2.1 The price agreed or determined in a manner agreed in a Contract shall be maximum and full and shall include all of the Contractor’s costs expended for the Subject-Matter of Contract and in connection with the performance of the Subject-Matter of Contract, including, without limitation, any costs of its execution, provision, delivery, storage, transport, insurance, customs clearance, certification or securing (the “**Price**”).
- 2.2 The Price shall be in the Euro currency. If the Contractor is a VAT payer in the Slovak Republic, the Price shall be agreed excluding a value added tax (the “**VAT**”) and the VAT shall be charged to it pursuant to applicable laws.
- 2.3 The Client shall pay the Price to the Contractor only upon an invoice meeting the requirements set out in Sections 2.4 and 2.5 below and delivered to the Client in a provable manner (the “**Invoice**”).
- 2.4 The Invoice must meet definition and contain all essentials under Act No. 222/2004 Coll. on Value Added Tax, as amended, and also must contain the following details: (i) identification that it is an invoice, (ii) the Contractor’s trade name, including details under Section 3a of the Commercial Code, (iii) VAT ID No., if the Contractor is a VAT payer, (iv) the date, specification and number of a Contract or of an order, based on which the Contractor claims the Price, (v) the name of a financial institution and account number that do not contradict to the details set out in a Contract, (vi) the Contractor’s stamp and the authorized person’s signature and (vii) the maturity date under Section 2.7.
- 2.5 The Contractor must enclose to the Invoice a copy of the Handover Protocol containing details under Section 5.4 as well as the information that the Subject-Matter of Contract has been handed over (i) without any defects, (ii) with defects that have been subsequently removed (before issuing the Invoice), or (iii) with defects that have not been removed, however, the Client and the Contractor, considering such defects, have agreed on a discount on the Price.
- 2.6 The Client shall not be obliged to settle the Invoice that does not include the essentials required pursuant to Sections 2.4 and 2.5 or agreed in a Contract. The Client may return such Invoice to the Contractor and the maturity period shall start running only after a corrected or a new Invoice is delivered.
- 2.7 The maturity period of the Invoice shall be 30 days of its delivery to the Client.

- 2.8 The payment obligation shall be deemed to have been fulfilled on the day of debiting the amount due from the debtor's account and in favor of the creditor's account.
- 2.9 If the Subject-Matter of Contract is the Contractor's repeated performance, the failure to pay the Price, or its part by the Client, shall not release the Contractor from its obligation to continue to perform the Subject-Matter of Contract.
- 2.10 If the Subject-Matter of Contract is the Mandate, the Contractor shall become entitled for the Price only if the activity carried out by the Contractor has produced the result anticipated by the Client.
- 2.11 The Contractor must ensure a bank guarantee in favor of the Client, by which the Contractor shall guarantee for its obligations under a Contract, if the Client requires such bank guarantee and stipulates its attributes and related terms and conditions. The Contractor must submit to the Client the bank guarantee, meeting the attributes and related terms and conditions stipulated by the Client, no later than at the signing of a Contract.

3. Retained Price and Deferred Part of the Price

- 3.1 If the Client discovers defects in the Subject-Matter of Contract (including defects covered by quality guarantee) after it has signed the Handover Protocol and the Contractor has delivered the Invoice to it, the Client may retain payment of the Price, or its part (the "**Retained Price**") also after the maturity period of a respective Invoice until the reason, for which such payment has been retained, no longer exists (e.g., until discovered defects are removed or agreement on a discount on the Price is reached) (the "**Retention Period**"). The Client shall pay to the Contractor the Retained Price within ten (10) days from the day when the reason, for which it was retained, no longer exists.
- 3.2 During the Retention Period the Client shall not default with payment of the Retained Price.
- 3.3 The Contractor shall not be obliged to subject the performing of the Subject-Matter of Contract to payment of any part of the Price or an advance.
- 3.4 As for the Work and the Goods, the Client may defer 10% of the Price for a work during a testing operation of the Work or of the Goods, but for no more than six (6) months from the acceptance of the Work or of the Goods by the Client (the "**Deferred Part of the Price**"). The Client shall inform the Contractor that it has asserted the right to Defer Part of the Price at the signing of the Handover Protocol, which fact shall also be reflected in the Handover Protocol in writing. Afterwards, the Contractor shall issue the Invoice, reflecting the assertion of the right to Defer Part of the Price. The Contractor may invoice the Deferred Part of the Price after the completion of the testing operation of the Work or of the Goods no later than after six months from the acceptance of the Work or of the Goods by the Client, whereas the provisions of Sections 2.3 through 2.9 and Sections 8.1 through 8.4 shall apply accordingly.

4. Method of Performance of the Subject-Matter of Contract

- 4.1 The Contractor must perform the Subject-Matter of Contract in its own name, in its own responsibility, at its own cost, risk and with professional care.
- 4.2 The Contractor may authorize other person to perform the Subject-Matter of Contract only with the Client's prior written consent. If the Subject-Matter of Contract is performed by other person, the Contractor shall be held liable as if the Subject-Matter of Contract was performed by the Contractor itself.
- 4.3 The Client may inspect the performance of the Subject-Matter of Contract. The Contractor must provide the Client with any assistance necessary in connection with carrying out inspection, including enabling access to the Subject-Matter of Contract and giving explanation with respect to the performance of the Subject-Matter of Contract.
- 4.4 If the Client discovers that the Contractor performs the Subject-Matter of Contract in conflict with its obligations, it may request the Contractor to remove defects occurred due to defective performance and to perform the Subject-Matter of Contract in a due manner.
- 4.5 The Contractor must immediately inform the Client on any facts that may materially affect the performance of the Subject-Matter of Contract.
- 4.6 The Contractor agrees to obtain and maintain, either directly or through other person while respecting Section 4.2, if required by the legal order for the performance of Subject-Matter of Contract, all authorizations, permits and certificates required, pursuant to applicable laws, for the performance of the Subject-Matter of Contract, including, without limitation, those required under Section 78 of Act No. 251/2012 Coll. on Energy Sector and on Amendment and Supplement to Certain Acts, Section 8a of Act. No. 51/1988 Coll. on mining activity, explosives and state mining administration and Section 4 of Act No.

569/2007 Coll. on Geological Works, as amended.

- 4.7 If the Subject-Matter of Contract is the Mandate, the Contractor must follow the Client's instructions and proceed in accordance with the Client's interests that the Contractor knows and must know. The Contractor must notify the Client of all circumstances it has discovered when arranging matters and that may result in a change of the Client's instructions. The Contractor must notify the Client in writing, on a regular basis, of all acts, periods and other activities under a Contract in a way so that the Client has the opportunity to give its standpoint to the same.
- 4.8 When performing the Subject-Matter of Contract, the Contractor must comply with all applicable regulations, including those set out in Article 16.
- 4.9 The Contractor agrees that the Subject-Matter of Contract shall only be performed by professionally qualified employees of the Contractor or other professionally qualified persons, respecting Section 4.2. All authorizations of the Contractor and certificates of qualification of its employees or of other persons respecting Section 4.2 must be valid at least for the term of a Contract.
- 4.10 If the Special Regulations (see Article 16) require so for the performance of the Subject-Matter of Contract, the Contractor must prepare and obtain all required documents, permits, approvals and statements of public authorities and of self-government authorities.
- 4.11 If compliance with the Special Regulations requires cooperation between the Client and the Contractor, the Contractor shall follow the Client's instructions, unless the Parties agree otherwise.
- 5. Time and Place of Handover of the Subject-Matter of Contract and Handover Protocol**
- 5.1 The Contractor shall hand over the Subject-Matter of Contract to the Client on the delivery date agreed in a Contract. The Client shall not be obliged to accept the Subject-Matter of Contract prior to such delivery date. If the Contractor defaults, only the Client may determine an alternative handover date of the Subject-Matter of Contract.
- 5.2 The Contractor shall hand over the Subject-Matter of Contract, or its result, to the Client at the Client's registered office, or at such other place that may reasonably be notified by the Client to the Contractor, considering the nature of the Client's activities.
- 5.3 The Client has the right (i) to condition accepting of the Subject-Matter of Contract to carrying out of the functional test or demonstrating of the Subject-Matter of Contract and (ii) reject to accept the Subject-Matter of Contract and sign a handover - acceptance protocol (the "**Handover Protocol**"), or the Delivery Note (See Section 5.7), if the Subject-Matter of Contract has any defects or exceeds the quantity/specification agreed in a Contract or if a partial performance only is handed over/offered to the Client. In such a case, the Client shall not default with the acceptance of the Subject-Matter of Contract.
- 5.4 The Handover Protocol on handover and acceptance of the Subject-Matter of Contract shall be prepared at least in two copies, one for the Contractor and one for the Client. The Handover Protocol must contain primarily the following details:
- 5.4.1 description of the Subject-Matter of Contract being handed over, the results, and/or protocols on tests carried out and a list of documents being handed over;
- 5.4.2 description of defects in the Subject-Matter of Contract, of which the Contractor has notified the Client, or which the Client has noticed when accepting the Subject-Matter of Contract, and, as the case may be, also a method of removal of such defects selected by the Client, or an amount of discount on the Price; and
- 5.4.3 in the case of the Mandate, also a reasonably detailed list of activities carried out, and if the Price is set based on hours worked, also a list of persons utilized and time reasonably expended for the performance of the Mandate.
- 5.5 The Subject-Matter of Contract shall be deemed to have been accepted upon signing the Handover Protocol by both Parties. The acceptance of the Subject-Matter of Contract shall not release the Client from the obligation to inspect or arrange inspection of the Subject-Matter of Contract and from the right to notify the Contractor of discovered defects pursuant to the relevant provisions of the Commercial Code.
- 5.6 If defects of the Subject-Matter of Contract are discovered when accepting the Subject-Matter of Contract or before the Client has paid the full Price to the Contractor, a protocol on removal of defects shall be prepared at the acceptance of performance (the "**Protocol on Removal of Defects**").
- 5.7 When supplying the Goods, also a relevant delivery note (the "**Delivery Note**") in which the Client has confirmed the acceptance of the Goods and which meets all essentials required by applicable legal regulations shall be deemed to be the Handover Protocol.

- 5.8 At the Client's request, the Contractor must prove the authorization to carry out business activity necessary for fulfillment of a Contract, specifically by (i) an extract from the Commercial Register, (ii) an extract from the Trade License Register, or (iii) an extract from other registers stipulated by law, not older than three months.
- 6. Acquisition of Legal Title and Transfer of Risk of Damage**
- 6.1 If the Subject-Matter of Contract are the Goods, the Client shall become their owner upon being handed over, and if performed in parts, upon a part of the Goods being handed over.
- 6.2 If the Subject-Matter of Contract is the Work, the Client shall become its owner (i) upon creation of the Work or its part, capable of being the subject-matter of legal title, if the place of performance of the Work is the registered office, workplace or land of the Client, or other place provided by the Client, (ii) otherwise, upon acceptance of the Work or part thereof.
- 6.3 A risk of damage to the Subject-Matter of Contract shall be transferred to the Client on the earlier of the following situations: (i) both Parties sign the Handover Protocol that will specify no defects, (ii) both Parties sign the Protocol on Removal of Defects, or (iii) the Parties agree on a discount on the Price pursuant to Section 8.1.4.
- 6.4 If the Subject-Matter of Contract is the transfer of legal title to a thing, the Contractor declares, by signing a Contract, that it will be the exclusive and *bona fide* owner of the thing no later than on the signing date of the Handover Protocol. If the contrary is proved, the Contractor shall be held liable to the Client for damage related thereto.
- 6.5 At the transfer of legal title to the Client under the above Sections 6.1 and 6.2, the Contractor shall be held liable to the Client for the fact (i) that the Subject-Matter of Contract or any part thereof shall not be, upon that moment, the subject-matter of ownership or of any other right or a claim of a third party, and (ii) that the Client shall acquire, upon that moment, legal title thereto, not encumbered with such right or claim of a third party. If the contrary is proved, the Contractor shall be held liable to the Client for damage related thereto.
- 7. Handover of the Subject-Matter of Contract**
- 7.1 The Contractor must hand over to the Client, along with the Subject-Matter of Contract, also all documentation necessary to use the Subject-Matter of Contract and documentation related thereto, including, but not limited to, declarations of conformity and relevant certificates, copies of logbooks, the operating, repair and maintenance manuals in Slovak language to an extent resulting from applicable laws, from a Contract or that are standard with regard to the Subject-Matter of Contract.
- 7.2 The Contractor must, before handing over the Subject-Matter of Contract, carry out a test of the Subject-Matter of Contract at its own cost.
- 7.3 The Client has the right to attend the test. The Contractor must notify the date of the test at least three (3) days in advance and provide any necessary assistance.
- 7.4 Carrying out the test shall not release the Contractor from liability for defects of the Subject-Matter of Contract.
- 8. Claims Resulting from Defects**
- 8.1 In case any defect in the Subject-Matter of Contract is discovered, the Client may request individually or in combination:
- 8.1.1 removal of defect by supply of a spare or missing Subject-Matter of Contract;
- 8.1.2 removal of defect by repair if possible;
- 8.1.3 removal of legal defect;
- 8.1.4 a reasonable discount on the Price;
- 8.1.5 payment of the costs incurred by the Client by removing of defect and/or
- 8.1.6 withdrawal from a Contract.
- 8.2 The right to select one of the options set out in Section 8.1 pertains to the Client regardless of the time when it notified this selection to the Contractor. The Client may change its selection in case the Contractor does not fulfill the Client's request duly and on time within the time period given to it by the Client. Section 436 (2) of the Commercial Code shall not apply to a Contract.
- 8.3 Pursuant to the principle of "Single Point of Responsibility" the Contractor shall also be held liable for defects in deliverables supplied by its subcontractors as well as for all damages caused by such defective deliverables.
- 8.4 If a claim resulting from defects in the Subject-Matter of Contract is asserted, this shall not affect the entitlement to be paid contractual penalty and compensation for damages.
- 9. Quality Guarantee**
- 9.1 The Contractor agrees that the Subject-Matter of Contract will be at least within the warranty period capable of use for the agreed or usual purpose, and that it will retain the agreed or usual properties.

9.2 The duration of the warranty period for the Subject-Matter of Contract, including all of its parts and components, shall be governed by applicable laws and shall start running on the earlier of: (i) both Parties sign the Handover Protocol that will specify no defects, (ii) both Parties sign the Protocol on Removal of Defects, or (iii) the Parties agree on a discount on the Price. If, within the warranty period, defects in the Subject-Matter of Contract are removed, the warranty period for the newly supplied or repaired parts of the Subject-Matter of Contract shall start running from their delivery. If the duration of the warranty period for the Subject-Matter of Contract is not stipulated by applicable laws and the Parties do not agree otherwise in the Contract, the warranty period for the Subject-Matter shall be twelve (12) months.

9.3 The Contractor shall not be held liable for defects if they have been caused by the use of things delivered by the Client to the Contractor for processing in case the Contractor, while exerting professional care, could not have ascertained impropriety of such things or has notified the Client of the same, and the Client has insisted on their use. In addition, the Contractor shall not be held liable for defects caused by following improper instructions given to it by the Client, if the Contractor has informed the Client of impropriety of such instructions and the Client insisted on following them or if the Contractor could not have ascertained that they were improper.

10. Insurance

10.1 The Contractor must, for the term of a Contract, maintain liability insurance for damages caused by the performance of its activity as well as insurance of property used when performing the Subject-Matter of Contract, each with an insurance coverage being at least in the amount of three times the Price, and must submit to the Client, upon request, the relevant insurance contracts and policies for inspection.

11. Contractual Penalties and Compensation for Damages

11.1 If the Contractor fails to perform or supply the Subject-Matter of Contract duly and on time, the Client has the right to claim from the Contractor the contractual penalty of 0.05% of the Price for each day of delay, whereas the claim for compensation for damages shall not be affected.

11.2 If the Client defaults with the payment of the Price, the Contractor may claim the default interest of 0.03% of the outstanding amount of the Price for each day of delay.

11.3 If the Contractor defaults with the payment of any financial obligation, the Client may claim the default interest of 0.05% of such financial obligation for each day of delay.

11.4 If the Contractor violates its obligation to remove defects in the Subject-Matter of Contract that will occur within the warranty period, within the period under a Contract, the Client has the right to claim from the Contractor the contractual penalty of 0.05% of the Price for each defect and for each, even commenced day of delay with a defect removal.

11.5 Payment of the contractual penalty shall not release a Party from its duty to fulfill the obligation, the performance of which was secured by the contractual penalty, in a due manner.

11.6 The Contractor must compensate the Client for all damages and costs, pursuant to Section 373 of the Commercial Code, incurred by the Client due to the Contractor's violation of a Contract.

11.7 The Client shall be held liable to the Contractor for the damages and costs incurred by the Contractor due to a violation of a Contract up to 10% of the Price.

11.8 The Contractor shall be held liable to the Client for breach of the obligation to cooperate and informational obligation under Sections 17.2 and 17.6 of the General Commercial Terms.

11.9 Neither Party must compensate the other Party for damages, if a Party proves that such damage has been caused due to circumstances excluding liability pursuant to Section 373 *et seq.* of the Commercial Code.

12. License

12.1 If, with respect to the Subject-Matter of Contract, there exist any intellectual property rights (i) pursuant to applicable provisions of Copyright Act No. 185/2015 Coll. , or (ii) pursuant to other laws, the Contractor hereby grants to the Client anon-exclusive, non-transferable and unlimited, in terms of time and territory, license, which includes all known methods of use of the Subject-Matter of Contract, as well as the right (i) to prepare a copy of the Subject-Matter of Contract, (ii) to distribute the original Subject-Matter of Contract or its copies by sale or other form of legal title transfer, (iii) to distribute the original Subject-Matter of Contract or its copies by lease or lending; and (iv) to process, translate and adapt the Subject-Matter of Contract (the "License").

12.2 The Contractor hereby grants to the Client, to the extent of the License, its consent to provide sub-licenses to third parties.

12.3 The Contractor grants to the Client the License, including the consent to provide any sub-license, free of charge.

period from the day of delivery of the Contractor's written call for remedy; or

13. Withdrawal and Termination

13.1 The Client may withdraw from a Contract immediately upon delivery of the written notice of withdrawal to the Contractor, if:

13.1.1 the Contractor fails to remove defects in the Subject-Matter of Contract by a method pursuant to Sections 8.1.1 through 8.1.3 (included) within the period given to it by the Client;

13.1.2 the Client discovers that the Contractor performs the Subject-Matter of Contract in conflict with a Contract or with other of its obligations and fails to remove, within a reasonable period given to it by the Client, the arisen defects and/or continues to perform the Subject-Matter of Contract in a undue manner;

13.1.3 the Contractor defaults with the fulfillment of the Subject-Matter of Contract for more than 1 month;

13.1.4 the Client declares that it exercises its right to withdraw from a Contract by paying a withdrawal fee of 3% of the Price and pays the withdrawal fee;

13.1.5 as a result of a material change of circumstances, under which a Contract was entered into, the main purpose of a Contract is frustrated and the Client is affected by the frustration;

13.1.6 given the nature of a defect, the Client does not wish (i) to have the defect removed, or (ii) to get a discount on the Price of the Subject-Matter of Contract;

13.1.7 the Contractor has taken a legal act on behalf of the Client without valid power of attorney, or the Contractor has exceeded the right to act on behalf of the Client by power of attorney;

13.1.8 the Contractor, by its conduct, harms the Client's reputation or property, or violates competition laws; or

13.1.9 a circumstance excluding liability lasts, on the part of the Contractor, more than 3 months.

13.2 The Contractor may withdraw from a Contract immediately upon delivery of the written notice of withdrawal to the Client, if:

13.2.1 the Client defaults with the payment of the outstanding Price for more than 3 months, and does not remedy this default within an additional 15-day

13.2.2 a circumstance excluding liability lasts, on the part of the Client, more than 3 months.

13.3 In the case of a Contract withdrawal, a Contract shall cease to exist in full as of the day of delivery of the withdrawal notice to the other Party. The claims to contractual penalty or compensation for damages, if any, shall survive a Contract withdrawal. The Contractor must return to the Client a part of the paid Price, if it has been paid, within 5 days from the effective day of the withdrawal from a Contract.

13.4 If the Subject-Matter of Contract is the Contractor's repeated performance, the Client may terminate a Contract in writing at any time, in full or in part. The notice period shall be one month, and shall start running on the first day of a calendar month following the month in which the notice of termination has been delivered to the Contractor. The Contractor may not terminate a Contract.

14. Confidentiality Duty

14.1 The Parties agree (i) to keep confidentiality on information and documentation obtained from the other Party (except for those that are publicly available or known to the other Party at the time of entering into a Contract and those that will become available or known upon entering into a Contract otherwise than by violation of a Contract) in relation to a Contract, (ii) not to use such information otherwise than in relation to reviewing, entering into and performing a Contract; and without the other Party's prior written consent not to disclose them (by acts or omissions) to a third party, except for professional advisors such as auditors, legal and tax advisors, unless such disclosure is required by law.

15. Assignment and Set-Off

15.1 The Contractor may not assign any rights under a Contract without the Client's prior written consent.

15.2 The Contractor may not discharge its liability, that has arisen to it under or in connection with a Contract, by setting it off against any Client's receivable from the Contractor.

16. Special Regulations

16.1 When performing the Subject-Matter of Contract, the Contractor agrees to observe all provisions of generally binding laws and related standards on environmental protection, safety and health protection at work, and fire protection, as amended, including, but not limited to, Environment

- Act No. 17/1992 Coll., Air Protection Act No. 478/2002 Coll., Act on Air No. 137/2010 Coll., Act on the Nature and Landscape Protection No. 543/2002 Coll., Water Act No. 364/2004 Coll., Labor Code No. 311/2001 Coll. (the “**Labor Code**”), Act on Safety and Health Protection at Work No. 124/2006 Coll. (the “**Work Health and Safety Act**”), Fire Protection Act No. 314/2001 Coll. (the “**Fire Protection Act**”), Act on Prevention, Protection and Promotion of Public Health No. 355/2007 Coll., Act on Wastes No. 79/2015 Coll. (the “**Waste Act**”), Mining Act No. 44/1988 Coll., Act on Mining Activities No. 51/1988 Coll., Chemical Act No. 67/2010 Coll., Act on the Prevention of Major Industrial Accidents No. 128/2015 Coll. (jointly the “**Special Regulations**”).
- 16.2 Pursuant to the Act on Wastes, the Contractor shall be deemed to be the creator of each waste that will be generated at the performance of the Subject-Matter of Contract. Notwithstanding whether waste is located with the Client, the Contractor shall assume all obligations of a waste holder pursuant to the Act on Wastes.
- 16.3 The Contractor must perform the Work and handle dangerous substances in such a way in order to prevent extraordinary deterioration of quality of waters or extraordinary impairment of quality of waters. If the Contractor causes extraordinary deterioration of quality of waters, it shall be deemed to be the creator of contamination and must take measures to dispose of extraordinary deterioration and remove its harmful effects pursuant to the Water Act No. 364/2004 Coll., as amended.
- 16.4 When performing the Work, the Contractor must observe all obligations pursuant to the Act on Safety and Health Protection at Work and the Fire Protection Act, in particular, it must perform the Work so as not to harm the health of the Client’s employees, its own employees, other persons under Section 4.2 and of third parties, and not to cause damage to property and environment. The Contractor must notify the Client of all important facts, including accidents, fires and injuries of any persons, immediately upon discovering such facts.
- 16.5 The Contractor must create conditions to ensure safety and health protection at work of employees and other persons under Section 4.2 at the place of performance of the Work, also if the Work is performed on the Client’s premises. The Contractor shall assume full liability for work injuries of its employees and other persons under Section 4.2, their registration, record keeping and notification pursuant to the Act on Safety and Health Protection at Work and the Labor Code.
- 16.6 When performing the Subject-Matter of Contract, the Contractor must cooperate, with respect to safety and health protection at work, fire protection, and environmental protection, with the Client’s authorized employees and follow their instructions.
- 16.7 Given the Special Regulations, the Contractor must notify the Client of dangers and emergencies resulting from the performance of the Subject-Matter of Contract, and it must consider the risks and suggest protective measures against such dangers and emergencies.
- 16.8 If the Contractor causes by its activity any damages pursuant to the Special Regulations, it must compensate for all damages caused and bear any related costs and sanctions. If possible, the Contractor must remove the consequences of the violation.
- 17. Final Provisions**
- 17.1 If any Party expresses the will to enter into a Contract in a written form, the Contract must be entered into in writing. Any amendment to a Contract must be made in writing.
- 17.2 The Contractor shall, if it performs regulated activity in the electricity or gas sector and is a part of the same vertically integrated undertaking as the Client (e.g. under Act No. 251/2012 Coll. on Energy Sector and on Amendment and Supplement to Certain Acts), inform the Client of this fact without undue delay prior to the conclusion of the Contract. If such fact occurs during the term of the Contract, the Contractor shall inform of it the Client without undue delay.
- 17.3 A Contract shall be governed by Slovak law.
- 17.4 Each Contract shall be governed by the Commercial Code. The Contract, the Subject-Matter of which are the Goods, shall be governed by Section 409 *et seq.* of the Commercial Code. The Contract, the Subject-Matter of which is the Work, shall be governed by Section 536 *et seq.* of the Commercial Code. The Contract, the Subject-Matter of which is the Mandate, shall be governed by Section 566 *et seq.* of the Commercial Code.
- 17.5 If, under the legal order, the validity of the Contract or its amendment is subject to a prior consent of a state body (e.g. Section 29 of Act No. 250/2012 Coll. on Regulation in Network Industries, than the Contract or its amendment shall become valid only if the prior consent was granted prior to the conclusion of the Contract.
- 17.6 The Contractor shall provide, in cases under Section 17.5, to the Client reasonable cooperation in such a way that the prior

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- approval to conclude the Contract or its amendment is granted.
- 17.7 Any disputes arising out of or in connection with a Contract shall be resolved by Slovak courts.
- 17.8 Provisions of Section 2.11 and 3.4 shall apply exclusively to the Contracts where the Price is equal to or higher than EUR 100,000.
- 17.9 The General Commercial Terms shall be valid and binding for both Parties upon entering into a Contract.
- 17.10 The Client may amend the General Commercial Terms at any time. The amended General Commercial Terms shall become part of a Contract upon being approved by the Contractor. It shall be understood that the Contractor has approved the amended General Commercial Terms, if it does not notify the Client in writing of disapproval of the amended General Commercial Terms within 15 days from their delivery. For avoidance of any doubt, the amendment of General Commercial Terms is without prejudice to the validity and effectiveness of a Contract concluded prior to the amendment of General Commercial Terms.
- 17.11 The application of any other general commercial terms shall be excluded.
- 17.12 Unless otherwise specified in a Contract or in the General Commercial Terms, the delivery of the Subject-Matter of Contract shall be governed by the DDP (delivered duty paid) delivery term of INCOTERMS 2000, the international rules for the interpretation of delivery terms.
- 17.13 The United Nations Convention on Contracts for the International Sale of Goods dated April 11, 1980 ('the CISG') shall not apply to a Contract.
- 17.14 These General Commercial Terms have been prepared and published in Slovak and in English. In case of any discrepancies between the language versions, the Slovak version shall prevail.
- 17.15 These General Commercial Terms shall become effective on 1 June 2016.