

1 GENERAL PROVISIONS

1.1 These General Terms and Conditions (hereinafter "Terms and Conditions") relate to the contracting parties upon performing work between the companies CHEMCOMEX Praha, a. s. – organizational unit Slovakia, IČO 44 509 189, having its registered seat at the address Hospodárska 53, 918 64 Trnava, Slovak Republic, registered in the Commercial Register of the District Court in Trnava, Department Po, File no. 10159/T, (hereinafter the "Customer"), and the contractor (hereinafter the "Contractor").

1.2 The subject of the contractual relationship is the obligation of the Contractor to execute a Work for the Customer and the obligation of the Customer to pay the Contractor the price in accordance with the relevant Contract or Purchase Order.

1.3 These Terms and Conditions are binding for the Customer and the Contractor and form an integral part of the relevant Contract or Purchase Order. The Contracting Parties for this agreement or purchase order have excluded use of the terms and conditions of the Contractor, unless those are explicitly accepted by the Customer. To eliminate doubt, it is stated hereby that besides these Terms and Conditions, in case those of the Contractor also apply, these Terms and Conditions of the Customer take precedence in the event of conflict between them.

1.4 All deviations from the Terms and Conditions must be agreed upon in writing in the relevant Contract or Purchase Order. The provisions of the relevant Contract or Purchase Order take precedence over the Terms and Conditions. Rights and obligations of the Contracting Parties not mentioned in the relevant Contract or Purchase Order or in the Terms and Conditions are governed by Slovak valid legislation, especially the Commercial Code.

2. CONTRACTUAL RELATIONSHIP

2.1 Implementation of the work (hereinafter the "Work") takes place based on the contractual relationship between the Customer and the Contractor, which arises:

- by conclusion of a written contract between the Customer and the Contractor (i.e. by signing by both Contracting Parties);
- by confirmation of the Customer's Purchase Order by the Contractor

(hereinafter the "Contract").

2.2 The specification of the Work is defined by the relevant Contract. If other terms and conditions are not negotiated in the Contract, the Contractor is obliged to create the Work in such scope and quality that it would serve the

purpose determined by the Customer, or the purpose that the Work usually serves.

2.3 Negotiating individual contracts or purchase orders starts from the fact that the Contractor has become familiar with these Terms and Conditions and agrees with them.

2.4 These Terms and Conditions are considered accepted by no later than the moment of conclusion of the relevant Contract or confirmation of the Purchase Order by the Contractor.

2.5 The Contractor may entrust performance of the Work to another person only based on prior Customer's written consent, unless the Contract stipulates otherwise. During performance of the Work by another person (hereinafter the "Subcontractor"), the Contractor is as liable for the Work as if it had performed it itself. The Customer reserves the right to refuse the Contractor's proposed Subcontractor. In this case, the Contractor is obliged to provide performance of this part of the Work by a different Subcontractor. If the Contractor does not provide one, the Customer will determine one itself.

3 BASIC OBLIGATIONS OF THE CONTRACTOR

3.1 The Contractor is obliged to perform the Work in accordance with requirements, conditions, parameters, specifications and other certificates and documents, data and information contained in the Contract. The Contractor is obliged to perform the work in a proper manner and in the highest quality in accordance with technical specifications, valid legislation, standards, technical regulations, good technical practice and appropriate technological procedures.

3.2 The Contractor declares that before conclusion of the Contract, it became familiar with the submitted technical documentation and other materials for performance of the Work, and that it assessed them while providing necessary and due diligence, especially in technical and technological terms and completeness, and that it found them to be flawless.

3.3 The Contractor confirms that it concluded the Contract based on its own review of data relating to the Work submitted to it by the Customer and based on information, which it could obtain through visual inspection of the workplace and other data available to it relating to the Work. The Contractor confirms that its possible negligence in becoming thoroughly familiar with all this data and information does not relinquish it of the responsibility for a due estimate of the difficulty, time constraints or price of the duly performed Work.

3.4 The Contractor is obliged to inform the Customer immediately in writing on ascertained defects, discrepancies and incompleteness of the given

documentation and in further submitted bases, materials and other items received from the Customer for creation of the Work, including proposals for their resolution. If the Contractor does not submit written notice, it is liable to the Customer for damage caused by this defect and defects of the Work arising thereby.

3.5 In case performance of the Work also includes handover of relating documentation (e.g. assembly Logbook, inspection Logbook, technical documentation, etc., hereinafter "Work Documents"), the Contractor is obliged to hand over to the Customer the complete Work Documents along with the Work itself. In the opposite case, the Work is considered defective and the Customer is not obliged to accept the Work and pay the price for the Work or other performances according to the Contract.

3.6 The Contractor will provide all supplies and activities above the framework of the Work in the scope defined by the Contract only after written agreement with the Customer as extra supplies.

3.7 Obligations of the Contractor include acquiring all materials, providing user and license rights essential to achieve completeness, operability and for assuring fluid, reliable and safe operation of the Work.

3.8 A part of performance of the Work is also understood as implementation of all works and services, disassembly, assembly, putting into operation, testing and completion of the Work. Throughout the period of implementing the Work, the Contractor is obliged to maintain inspection Logbooks and reports on tests of equipment, to perform supervision over performance of the Work, and is responsible for obtaining and supplying necessary inspection reports and other reports, public and other permits, confirmation, certifications, approvals and certificates necessary for performance of the Work in the scope and under conditions required by the Contract.

3.9 The Contractor is obliged in accordance with valid legislation to perform liquidation of all waste arising in connection to implementation of the Work (including its gathering, sorting and maintaining of prescribed records), to obtain and provide management and transport to and from the place of performance of the Work, safeguarding and storage of all materials, items, components, etc. necessary for performance of the Work.

3.10 The Contractor performs all services and provides supplies of all materials, which are not explicitly listed in the Contract, but with regard to the nature and scope of the Work according to the Contract, one can regard them necessary for due function of the Work. The Contractor is obliged to become familiar with all information, data and other documents, which are part of the Contract or were provided by the Customer to the Contractor in relation to it. If certain documents, information, data or values

supplied by the Customer were not sufficient or complete to enable implementation of the Work, it is the Contractor's obligation in such case to specify and/or ascertain the lacking information and data.

3.11 No requirements of the Contractor for additional payments or extension of deadlines to execute the Work according to the Contract will be met due to any mistaken interpretation or incorrect understanding of the place of execution, information, data and other documents provided by the Customer according to the Contract.

3.12 The Customer and the Contractor have agreed that the provisions of valid technical standards designated "STN" are binding for them. Failure to fulfill their provisions will be considered a gross breach of these Terms and Conditions, or of the Contract. The Contractor shall perform all tests prescribed by STN in relation to the subject of the Contract. The Contractor shall document the success of these prescribed tests in a form required by the technical standard.

3.13 All products or materials supplied by the Contractor within the framework of implementing the Work must be new and unused and must be material or products meeting requirements and parameters prescribed by legal regulations (e.g. on quality, quantity, size and weight), and be free of defects and correspond to binding technical, public health and safety standards and legal regulations.

3.14 The Contractor undertakes to uphold the Customer's internal regulations, with which he was demonstrably familiarized, and to ensure upholding of these regulations also by all of his employees, subcontractors and other persons performing activities for him or provide supplies within the framework of implementing the Work according to the Contract. The Contractor furthermore undertakes to ensure the upholding and performance of other obligations determined by legal and other regulations in the area of occupational health and safety (OHS), fire protection, environmental protection and protection of property and personnel, and obeying prescribed orders and prohibitions arising thereof. Breach of these obligations must be registered in writing by a separate record or in the relevant book, as a rule in the Assembly Logbook or Construction Logbook (see paragraph 3.16 of these Terms and Conditions).

3.15 Cancelled

3.16 In case the place of execution according to the relevant Contract (purchase order) will be within a nuclear power plant complex, the Contractor undertakes to uphold regulations related to meeting of OHS, fire safety, environmental safety and other rules listed in the General Terms and Conditions of SE, a.s. (hereinafter "GTC SE") with which he will be demonstrably familiarized by the Customer.

3.17 The Contractor is liable for upholding of the stated Rules of Behavior and GTC SE by all of its employees, subcontractors and other persons performing activities for him or providing supplies within the framework of the Contract. Negotiating individual contracts or purchase orders starts from the fact that the Contractor has become familiar with the Rules of Behavior and GTC SE and agrees with them. A breach of the Rules of Behavior and/or GTC SE will be registered in writing by the Customer in a separate record or in the relevant book as a rule in the Assembly Logbook or Construction Logbook (see paragraph 3.19 of these Terms and Conditions). Failure to meet the provisions will be considered a gross breach of these Terms and Conditions, or of the relevant Contract.

3.18 If the Contractor uses equipment, tools, scaffolding, selected technical devices, etc., that was provided by the Customer based on the relevant Contract (purchase order) or related thereto, he is obliged to use them in accordance with generally binding provisions and at his own risk, and is liable for all damages that may occur due to such use.

3.19 The Contractor is obliged from the day of acceptance of the workplace to maintain an Assembly or Construction Logbook, which in its heading must contain the identification data of the Contractor and the Customer including the Contract number (hereinafter "Assembly Logbook"). All facts decisive for performance according to the Contract are registered in the Assembly Logbook, especially data on time progression of work, quality, data necessary for governmental authorities to assess works and records related to upholding of the Rules of Behavior and GTC SE, and participation of subcontractors in performance of the Work. Also registered is any decisive temporary representation of authorized persons. The Assembly Logbook must be constantly available during working hours. The obligation to maintain the Assembly Logbook expires upon transfer and acceptance of the Work. Besides the works supervisor, an employee of the Customer responsible for technical matters according to the Contract can make necessary entries into the Assembly Logbook, or one who is authorized to perform inspection, further on governmental supervising authorities or other governmental agencies. These persons and authorities are entitled to perform inspection of the Assembly Logbook and register possible reservations or warnings concerning execution of the Work and sign them, and are entitled to receive a carbon copy or photocopy thereof, signed by the Contractor, including any appendices.

3.20 The Contractor is entirely responsible for the method of performing the Work according to the Contract. The Contractor is entirely responsible for employees performing works on the Work according to the Contractor's instructions, on behalf of the Contractor, for wage or other negotiated remuneration, during working

hours or the Contractor's otherwise determined or agreed period, at the designated place of the Contractor in accordance with the place of performance according to the relevant Contract (purchase order), at the Contractor's costs and at its own liability. The Customer has no contractual relationship with the Contractor's employees.

3.21 If the Contractor uses foreign nationals to perform the Work, he is obliged to immediately notify the Customer of this fact. If in relation to employing foreign nationals, the Customer incurs any costs (especially in the event of fines levied by the financial authority, labor office or any other governmental authority), the Contractor is obliged to reimburse the Customer in full amount for such costs.

4 TIME AND PLACE OF EXECUTION

4.1 The Contractor undertakes to perform the Work within the terms defined in the Contract.

4.2 If Contractor does not meet the terms determined in the Contract, the Customer is entitled to use alternative capacities, or to take other measures to assure prompt execution of the Work, and redirect charges for such incurred costs to the Contractor. Due to delay on the Contractor's side, the Customer is also entitled to remove part of the subject of the Contract and to assign its execution to a third party. The Customer has the right to redirect charges for possible increased costs to the Contractor.

4.3 The place of execution is understood as the space designated for implementation of the Work including the equipment of the place of execution (or construction site).

4.4 Before starting execution of the Work, the Customer shall enable the Contractor upon his request to examine the place of execution of the Work or otherwise cooperate in order to assure conditions for implementation of the Work.

4.5 The Customer shall determine access routes to the place of execution to the Contractor and provide connection points for energy and media to implement the Work. He will designate in writing sections of the place requiring special measures in terms of fire protection, public health and protection against influence of the environment.

4.6 The place of execution will be transferred and accepted between the Customer and the Contractor based on the Handover Protocol signed by both Contracting Parties, or based on a record in the Assembly Logbook. The Contractor is obliged upon handover of the place of execution to verify whether there are any barriers or defects preventing the start of work. The boundaries of the place of execution defined by the Customer are binding for the Contractor, and the Contractor is obliged to ensure their proper designation.

4.7 The Contractor is obliged to maintain cleanliness and order at the accepted place of execution. These activities are included in the price of the Work. The Contractor is liable for ecological damages occurring during performance of the Work.

4.8 The Contractor undertakes to enable the Customer or his authorized representatives to perform inspections of the applicable workplace (at the place of execution) in order to verify the Contractor's upholding of its legal and contractual obligations, especially in terms of upholding the principles of OHS, fire protection, waste management, etc.

4.9 The Contractor undertakes to report to the Customer immediately any accident or occupational injury of his employees or those of his subcontractors, a fire, accidents with a negative environmental impact and any other accidents, and facts and conditions of a similar nature.

5 RIGHT OF OWNERSHIP AND RISK OF DAMAGE TO THE WORK

5.1 The right of ownership to any supplies of materials, equipment and materially presentable results of the services and work performed pass from the Contractor to the Customer upon delivery of materials, equipment and other supplies to the place of execution, by performing, providing, or transferring services or by their payment by the Customer, whichever of the above comes first. The Contractor is liable for the fact that all these things are not burdened by the rights of third persons. Transfer of right of ownership does not affect the Contractor's obligation to properly care for these things.

5.2 Regardless of the aforementioned transfer of ownership, until the date of handover and acceptance of the Work, the Contractor bears liability for protection of the things mentioned in the previous paragraph, as well as the risk of their loss or damage.

5.3 Upon handing over the place of execution and equipment to perform the Work, the risk of damage to things according to the previous paragraph and to relevant equipment, on which the Work is performed, is transferred to the Contractor. The Contractor also bears the risk of damage to the Work or relevant equipment throughout the period when the equipment was handed over to him for removal of defects until repeated handover of the Work (equipment) back to the Customer. Regarding other equipment placed in the transferred workplace that was not handed over to the Contractor, the Contractor is obliged to take such measures to prevent its damage or unauthorized interference.

5.4 The Contractor is liable for damage to the Work or any of its part up until the date of final handover to and acceptance by the Customer, and is obliged at its own costs

to fix any damage that occurred to the Work or to any of its part for whatever reason within this term. The Contractor furthermore bears risk of damage to any equipment, which is subject of the Work, or to any of its part caused by the Contractor or its subcontractors during the course of works.

6 COMPENSATION FOR DAMAGE

6.1 The Contractor is obliged to provide the Customer compensation for damage, which the Contractor or his subcontractors caused to the Customer by breach of any obligation determined by these Terms and Conditions, Contract, valid legislation, or damage otherwise occurring in relation with execution of the Work. Compensation for damage includes factual damage and lost profit. The claim of the Customer for compensation for damage according to this paragraph is not affected by the Contractor's payment of the contractual fine.

7 EXECUTION AND COMPLETION OF THE WORK

7.1 The Customer or his authorized representative is entitled at any time during the course of performance of the Work to check its quality and upholding of obligations of the Contractor according to these Terms and Conditions, the Contract and relevant legal and technical regulations. An authorized representative of the Customer is entitled to give the Contractor's workers the instruction to interrupt work, if the Contractor's authorized representative is not available and the safety and lives or health of persons come under threat. The presence of the Customer's authorized representative does not relinquish the Contractor of its liability for the proper course of implementing the Work and for defects of works and/or supplies.

7.2 The Customer and the Contractor have agreed that in the wording of the provisions of Sec 101(3) of Act No. 262/2006 Coll., Labor Code, as amended, in case employees of the Customer and the Contractor or its subcontractors will be fulfilling tasks at one workplace, the Customer will coordinate performance of measures to protect the safety and health of the employees, as well as procedures for their assurance, until the moment of acceptance of the place of execution (workplace) by the Contractor. Prior to starting works on the Work, the Customer and Contractor will mutually share information on risks arising from their activities. Without such providing of information, the Contractor may not commence works on the Work.

7.3 If at the relevant place of work execution (workplace), work and activities will be performed and persons may be exposed to increased risk of damage to health or threat to

life and these kinds of work are described in Appendix No. 5 of Governmental Regulation SR 396/2006 Coll., on Minimum Safety and Health Requirements on Construction Sites, as amended, the same as in the event that during execution of the Work, the Contractor meets the criteria of the provisions of Act No. 124/2006 Coll., on Safety and Health Protection at Work, as amended, the Contractor ensures that prior to work commencement, an occupational health and safety plan is elaborated. If contract documents for execution of Work were elaborated and these include an OHS plan, the Customer undertakes to inform the Contractor that such plan has been elaborated.

7.4 This paragraph applies only for activities performed on equipment of the SE, a.s. company. In case the conditions of the previous paragraph are not met, the Contractor undertakes to provide the Customer with information by completing a questionnaire on the scope and method of execution of works, by no later than 10 days following the signing of the Contract. The Contractor will send an original copy of the completed questionnaire to the Customer, to the hands of the person authorized in technical and implementation matters. The Contractor furthermore undertakes to provide the Customer with all cooperation essential for meeting obligations according to Act No. 124/2006 Coll., on Health and Safety Protection at Work, as amended.

7.5 If upon execution of the Work, the Contractor ascertains hidden barriers concerning the place where the Work is performed and these do not make it possible for the Work to be executed in the agreed manner, he will notify the Customer immediately and offer him a Work modification. Within 3 days from the date of notification of the incapacity to execute the Work in the negotiated manner, the Customer will tell the Contractor how he wishes the Work to be executed, and the Contractor is bound to respect such wish.

7.6 The Contractor shall meet his obligation to fulfill the Contract by proper completion of the Work and its transfer by signing Hand Over Protocols at the place of execution. Proper completion means the Work has no defects or unfinished parts of work.

7.7 A Hand Over Protocol will be written upon handing over the Subject of Contract to the Customer. Both Contracting Parties will affix their signatures.

7.8 The obligation of the Contractor to duly hand over the Subject the Contract includes a handover of all necessary documents and certificates concerning the Subject of Contract. Yet before commencement of the handover procedure, the Contractor shall hand over the following documents to the Customer:

- documentation (two originals, incl. a digital form) of the actual state of execution, which depicts the subject of Contract to the date of signature;
- declaration of conformity and all necessary certificates confirming due performance of the Subject of Contract, incl. a declaration of the Contractor on quality and completeness of the Subject of Contract;
- documents proving successful performance of prescribed and agreed tests and inspections;
- other documents required by the Customer during the course of Work execution and certificates defined by valid legislation;
- documentation necessary for making the Work operational (e.g. warranty certificates, operating manuals, testimonials, etc.).

7.9 The Handover Protocol shall be signed by the Customer only if the Contractor meets, besides the aforementioned, the following conditions:

- all work and activities on the Work, or on its relevant part, have been duly completed;
- the Contractor handed over to the Customer all Work Documents, or those relating to the part of Work, which he has available or which is essential for using the Work or to claim defects remediation;
- the Work or its relevant part is qualified for use according to applicable legal and technical regulations;
- all assembly mechanisms and Contractor's material no longer needed have been removed from the place of execution, the place was properly cleaned, all waste created by the Contractor's activity was removed, and the place as a whole was demonstrably handed over to the Customer.

7.10 The Customer is not obliged to accept the Work if:

- the Contractor did not submit certificates whose necessity is given by the nature of the Subject of Contract, or these certificates are incomplete;
- the Subject of Contract has defects or unfinished parts, even if the defects alone or in combination with others do not prevent continuous and safe use of the Work for its designed purpose;

7.11 Based on a written invitation sent by the Customer at least three working days in advance, Contractor is obliged to participate in the acceptance procedure between the Customer and the Final Customer. If during these proceedings, some defects or unfinished parts of work are discovered, Customer is obliged to remove them free of charge, even if such defects and/or unfinished parts were not registered in the Handover Protocol between the Contracting Parties.

7.12 To eliminate doubt, it is hereby stated explicitly that none of the provisions of these Terms and Conditions

relieve the Contractor in any case of his responsibility to inspect execution of Work, perform tests on the Work, quality, warranties or for other obligations according to the Contract. If not stated otherwise in the Contract, tests, by which the Contractor proves conformity of the Work with the relevant Contract (purchase order), are performed in the presence of the Customer, the Contractor bears all costs affiliated with them, even in case of repeated tests in consequence of not demonstrating parameters of the Work as determined in the Contract, or all these costs of the Contractor are included in full in the contractual price.

8 PRICE, PAYMENT TERMS AND CONDITIONS

8.1 The price for the Work is determined by agreement of both Contracting Parties and is stated in the Contract.

8.2 The price of the Work contains all costs affiliated with implementation of the Contract. The Contractor is fully familiarized with the scope and nature of the Subject of Contract and has correctly assessed and appraised all work necessary for due execution of the Contract.

8.3 The Customer undertakes to pay the Contractor within the due date and according to conditions of the Contract and these GTC. The obligation of the Customer to pay the Contractor the price or part of the price of the Work by the due date according to the Contract is not in force if the Contractor is late in performance of the Work according to the Contract, the timetable or another document, if execution according to the Contract or its part is not done duly and does not have the corresponding quality, up until acceptance of the Work without defects and unfinished parts by the Customer, or until removal of the last defects or incomplete work ascertained during acceptance proceedings.

8.4 Payment of the price will take place based on an invoice issued by the Contractor. The Customer will make payment of the price for the Work after proper completion of the Work, or its relevant part, which will be confirmed in the Handover Protocol and after obtaining the following documents from the Contractor:

- an invoice made by the Contractor after handover and acceptance of the Work, or its part;
- Handover Protocol signed by authorized representatives of both Contracting Parties proving due performance of the Work, or its part.

8.5 The date of signature of the Handover Protocol by both Contracting Parties represents the date of performance of taxable supply.

8.6 Each invoice will be issued by the Contractor no sooner than the date of performance of taxable supply, but no later than 15 days after its fulfillment, and must meet all requirements of a tax certificate, whereas the invoice (tax certificate) must mainly contain the following data:

- Contract number or purchase order number of the Customer;
- labeling and invoice number;
- tax identification numbers of the Contractor and the Customer;
- names and registered seats of the Contractor and the Customer
- bank connection of the Contractor;
- date of invoice;
- scope, subject and date of performance of taxable supply;
- invoice payment date according to the Contract;
- if the Contractor is a VAT payer, each of his issued invoices (tax certificates) will contain the amount excluding VAT, the VAT rate in %, the VAT amount, or amount including VAT for each item of goods or material supplied by the Contractor in relation to performance of the Work, and the sum of these prices;
- data on provided advanced cash deposits;
- signature (and stamp) of the Contractor.

8.7 An appendix to the invoice must always be documents proving the scope of supply in the period (e.g. a list of performed works, Handover Protocols...). These enclosed documents must be signed on behalf of both Contracting Parties by their authorized representatives as stated in the Contract.

8.8 Invoices will be sent by the Contractor to the address of the registered seat of the Customer, i.e. CHEMCOMEX Praha, as, OZ Slovensko, Hospodárska 53, 918 64 TRNAVA, Slovak Republic.

8.9 If not explicitly agreed otherwise, the Contractor is not entitled to issue invoices in which payments for the price of two or more works, or part thereof, are combined.

8.10 The invoice due date is 30 days from the delivery date of the invoice to the Customer. The Customer is entitled before expiration of the due date to return the invoice to the Contractor if it lacks the requirements stated in this Article 8 or shows other defects according to legislation or defects in content. Along with returning the invoice, the Customer will announce to the Contractor the reasons for the return. Based on the nature of the defect, the Contractor is obliged to correct or reissue the invoice including its appendices. By the justified returning of the invoice within the aforementioned time term, the original invoice due date loses validity. A new invoice due date begins running from the date of issuing the augmented, corrected or newly issued invoice containing relevant data meeting conditions of the Contract.

8.11 Payment is understood as non-cash payment to the bank account of the Contractor stated in the Contract (purchase order). Another form of payment (e.g. mutual balance of liabilities, payment calendar, bill of exchange,

etc.) is possible only with a written consent of the Customer. The Contracting Parties have agreed that it is only possible to replace the original bank connection of the Contractor by written amendment to the relevant Contract or by written notification demonstrably delivered to the Customer, no later than along with the relevant invoice, or advanced payment request. Such notification must be an original and must be signed by persons entitled to sign the Contract or by a statutory body of the Contractor.

8.12 The Customer is not late with payment in case that the last day of the invoice maturity the proper amount of money was deducted from the Customer's bank account to the benefit of the Contractor's account.

8.13 The Contractor may agree with the Customer on conditions of sending electronic invoices.

8.14 The Contractor is not entitled without prior written consent of the Customer to forward claims on receivables originated on the basis of the Contract (Purchase Order) or in relation thereto. In case of breach of this obligation by the Contractor, he is obliged to pay the Customer a contractual fine in the amount of 20% of the nominal value of the forwarded receivables.

8.15 The Customer is entitled to perform unilateral offset of his receivables originated on the basis of the Contract, the Terms and Conditions or another binding relationship.

8.16 Certain amount of money of each invoice (determined in the Contract), incl. invoices for extra work, can be withheld. The Customer is entitled to use the suspended amount as payment for his receivables towards the Contractor that may originate on the basis of the Contract, these T&C or according to valid legislation, and to offset them unilaterally against the Contractor's receivables.

8.17 If the final customer is late with his payments towards the Customer, and for this reason, the Customer will not be capable of paying the Contractor's invoices in the term agreed in the Contract, the Contractor undertakes to prolong the due date (maturity) of his invoices (issued towards the Customer) accordingly. If no specific agreement is reached between the Contracting Parties regarding extension of the due date, the rule is that the Customer is entitled unilaterally to extend the originally agreed period in which the price of the Work or its part was to be paid by the same period of time as the payment from the investor is delayed, but not longer than one month.

8.18 The Customer is entitled to pay the value added tax on behalf of the Contractor directly to the Contractor's tax office as defined by the rules of special method of collecting tax according to Chapter 69(b) of Act No. 222/2014 Coll. on Value Added Tax, as amended. The Customer will inform the Contractor of this fact in writing. Such paid tax causes a decrease of the Contractor's

receivable towards the Customer by the same amount as the tax paid, and the Contractor is thus not entitled to require payment of this amount from the Customer.

9 WARRANTY

9.1 The Contractor provides the Customer with a guarantee (warranty) that the Work and all of its parts will be free of any defects (material and legal). The Work or its part has defects if the Contractor failed to supply it without unfinished parts, in proper quality or that it corresponds to the requirements determined in the Contract (Purchase Order), the purpose of its use, or it does not have the characteristics explicitly determined by the Contract (Purchase Order) or generally binding legal or technical regulations and standards. Defects also include flaws in documents necessary for use of the Work, and legal defects, i.e. execution of the Contract or method of execution of the Work caused that the rights of a third party was violated.

9.2 The Contractor provides a warranty on the Work, or each of its individual parts, for a duration of 24 months following its handover to the Customer. If, however, the manufacturer of a certain part of the Work provides a longer warranty period for the product or part of the Work, the Contractor will provide this longer warranty period for this product or part of the Work as well. If the subject of the Contract is accepted by the Customer with minor defects and/or unfinished parts that were discovered during acceptance proceedings, the warranty period commences on the day that the last defect and/or unfinished part of the Work was removed.

9.3 Warranties of the Contractor do not apply to normal operational wear, to malfunctions caused by lack of attention paid or carelessness during use of the Work, operation without following the instruction manuals of manufacturers or operation under other than agreed conditions and parameters.

9.4 Notification of a defect (including a description of how the defect appeared) must be sent to the Contractor in writing immediately after its discovery. In the event of doubt, it is agreed that the notification of the defect was delivered to the Contractor by the third day after being sent. In the notification the defect must be described, and a way of solution chosen from the claims stated here below must be specified.

Upon discovering that the Work or its part indicates defects, the Customer is entitled to require:

- removal of the defect by new execution of work; this applies in case that the defect makes the subject of Contract unusable; this must be done immediately after notification, but no later than 10 days from the

notification, if the Contracting Parties do not agree on different terms - with regard to the nature of the defect;

- removal of a legal defect immediately after notification, but no later than 10 days from the notification, if the Contracting Parties do not agree on different terms - with regard to the nature of the defect;
- removal of the defect, if it concerns a removable defect. The Contractor is obliged to remove the defect immediately but no later than 10 days from notification, if the Contracting Parties do not agree on different terms - with regard to the nature of the defect;
- termination of the Contract, in the event that the defect has the nature of a fundamental breach of the Contract.

9.5 Terms stated in the previous Paragraph 9.4 are counted from the date of delivery of notification of a defect to the Contractor, whereas fax or electronic messages are regarded as delivered on the day and hour of their dispatch. The Contractor is obliged to commence removal of the Work defect no later than 48 hours after receiving notification of the defect by the Customer, if the parties did not agree otherwise.

9.6 If the Contractor does not remove the defect within terms stated in paragraph 9.4, the Customer is entitled to remove the defect according to his own consideration either alone or through third persons at the cost of the Contractor, without affecting his warranty rights. The Contractor is obliged to reimburse the Customer within 21 days after receiving the relevant invoice of the Customer for purposefully and demonstrably incurred costs to remove the defect.

9.7 If the Contractor believes that the claim is not justified, he is obliged to notify the Customer immediately of this in writing. In the notification, he must state the reasons for which he considers the claim unjustified. If the Contractor does not notify the Customer of this in writing within the term of three working days from delivery of the claim, it is agreed that the claim is justified.

9.8 Even in the event that the Contractor believes that the relevant claim is not justified, he is obliged to remove such defect, in accordance with conditions of the Contract with the stipulation that costs for removal of such defects are borne by the Contractor even in these disputed cases, up until legal decision of a court in this matter was made, or possibly until another settlement of this matter is reached between the Contracting Parties.

9.9 The Customer enables the Contractor to access the Work in order to verify the notified defect and consequently to remove it.

9.10 The Contractor is obliged to remove the defect of the Work duly notified in accordance with these Terms and Conditions, or satisfy a different claim chosen by the

Customer according to Paragraph 9.5 of these Terms and Conditions free of charge, at his own cost and risk.

9.11 Removal of defects, or satisfying another claim chosen by the Customer according to paragraph 9.4 of these Terms and Conditions have no influence to the right of the Customer to a contractual fine and compensation for damage.

9.12 For defects claimed within the warranty period, the warranty period is extended by the period from notification of the appearance of the defect until the time of removal of the claimed defect. Acceptance of removal of a claimed defect will always be performed between the Contractor and the Customer in writing.

9.13 For any new execution of work within the framework of removal of a defect including liability for defects of this new performance, the provisions of the relevant Contract (Purchase Order) and these Terms and Conditions apply in full.

10 SANCTIONS

10.1 Upon the Contractor's failure to uphold any performance deadline or any other obligation according to the Contract, the Customer is entitled to require payment of a contractual fine in an amount of 0.5% of the price of the Work, or the relevant part, for each newly begun day the work handover is late. If the Customer and the Contractor have agreed on supply of the Work in partial batches, the time periods of delays run separately for each contractual batch.

10.2 Failure to uphold the Rules of Behavior, GTC SE or other internal regulations of the Customer, with which the Contractor was demonstrably familiarized, by the Contractor's employees, including the employees of the Contractor's subcontractors, will be subject of a contractual fine, whose amounts are stated in the Rules of Behavior or GTC SE. In case the amounts of contractual fines for breach of certain provisions of the Rules of Behavior are not stated, the Contractor will pay for each individual breach of the aforementioned regulations a contractual fine of EUR 500.00.

10.3 In case the Contractor breaches his obligation to maintain order in the place of execution (at the workplace) and does not take corrective measures even after a written appeal of the Customer registered in the Assembly Logbook within the specified deadline, the Contractor is obliged to pay the Customer a contractual fine in the amount of EUR 500.00 for each day of delay for each case of failure to fulfill his obligation.

10.4 A contractual fine for the delay of the Contractor in removing each notified individual defect of the Work amounts to 0.5 % of the price of the Work, or part of the Work defined in the Contract to which the defect relates,

for each day of delay and for each individual defect up to a maximum amount of 30% of the total price of the Work.

10.5 In case the total amount of contractual fines according to the Contract exceeds 30% of the contractual price, the Customer is entitled to terminate the Contract. This provision does not affect the Customer's claim to receive compensation from the Contractor for possible damage or the Contractor's liability for his obligations originated by failure to meet contractual requirements.

10.6 In case the Customer fails to pay a flawless invoice or advance payment request by the due date according to the relevant Contract, the Contractor is entitled to charge the late payment interest in an amount of 0.05% of the owed amount for each day of delay.

10.7 In case that retention is agreed in the Contract, the Contracting Parties agree that if during the warranty period covering completion of the Work or its part, a law court decides on insolvency of the Contractor, the Customer is entitled to receive a contractual fine in the same amount as the retention/suspension that is at the disposition of the Customer at the moment of declaration of the Contractor's insolvency. The Customer offsets the claim to a contractual fine against the claim for payment of the retention/suspension by whatever title.

10.8 For breach of confidentiality further specified in Article 13, the Customer is entitled to claim a payment of a contractual fine against the Contractor. The amount of contractual fine is agreed to be EUR 50,000 for each individual proven occurrence of breach of confidentiality. Payment of this fine does not affect the Customer's right for compensation for damage. In case of breach of confidentiality, the Customer is also entitled to require that the Contractor gives to the Customer all properties which he obtained as a consequence of breach of confidentiality.

11 SUSPENSION OF EXECUTION AND TERMINATION OF THE CONTRACT

11.1 The Customer is entitled at any time to command the Contractor a temporary suspension of all activities related to implementation of the Work. This must be done in writing and the Contractor is obliged to obey this command commencing the day he received it, and at the same time to take measures that assure that the subject of Contract is protected against all damages. The Customer is obliged as well to notify the Contractor in writing of the date when the work should be started again and to provide the Contractor a full compensation for all demonstrable costs incurred in relation to such suspension.

11.2 Termination of Contract is announced in writing by the terminating Contracting Party to the other Contracting Party immediately after learning that a reason for termination came into existence.

11.3 Termination does not affect the claim for payment of contractual fines, compensation for damage, protection of business secret, maintaining secrecy of information, and other provisions of the Contract.

11.4 In case of termination of the Contract, the Contracting Parties are obliged to settle their demonstrable obligations mutually.

11.5 If termination is caused by the Customer and is in effect yet before the commencement of work, the Customer is obliged to pay the Contractor to the date of termination the Contractor's costs incurred reasonably and demonstrably in relation to execution of the Subject of Contract, however up to a maximum amount of 50% of the total price, if it is not agreed otherwise.

12 FORCE MAJEURE

12.1 The Customer and the Contractor will not be late in execution of contractual obligations, if such failure of performance was caused by circumstances of Force Majeure, and these circumstances make it impossible to execute the work or in a fundamentally negative manner influence meeting obligations of the Contract, however exclusively only throughout the period of existence of a barrier of Force Majeure or continuation of its consequences and only in relation to the obligations directly and immediately affected by the barrier of Force Majeure.

12.2 Circumstances of Force Majeure are considered such events, which the Customer or the Contractor could not have foreseen at the time of conclusion of the Contract, and which objectively prevent the Customer or the Contractor from executing their respective Contractual obligations. Circumstances of Force Majeure are considered those that occurred after conclusion of the Contract in consequence of events unforeseen or unavoidable by the Contracting Parties and which are of an exceptional and impassable nature, while having direct influence on performance of the subject of Contract. This mainly concerns natural catastrophes, weather anomalies, military conflicts, general strikes, serious nationwide and economic changes, or measures of competent administrative authorities within the Slovak Republic.

12.3 Delay in supplies of subcontractors, insolvency of subcontractors, production obstacles and/or drop-out, as well as lack of energy are not considered Force Majeure events.

12.4 In case of Force Majeure event any delays in Contract implementation are not considered failure to perform contractual obligations and do not form a reason for any sanctions according to the Contract. The time term for execution of contractual obligations is extended for both of the Contracting Parties, however only those obligations,

which are directly and immediately affected by the barrier of Force Majeure and only throughout the duration of the barrier of Force Majeure or duration of its consequences.

12.5 The Contracting Party attempting to be relieved from its contractual obligations due to Force Majeure event must immediately, but by no later than five (5) days, notify the other Contracting Party of an impact of such circumstances in writing. In the same manner, it will notify the other Contracting Party of the end of the duration of the circumstances of Force Majeure. The Contracting Party claiming Force Majeure must submit proof of the Force Majeure event to the other Contracting Party upon request, and enable the other party's personnel to inspect the place and see the Force Majeure conditions.

12.6 In case the duration of Force Majeure event is longer than three months, the Customer and the Contractor may agree on further steps with the aim of finding mutually acceptable solutions. If they do not reach any agreement, both the Customer and the Contractor are entitled to terminate the Contract.

13 PROTECTION OF BUSINESS SECRETS, DOCUMENTATION AND MATERIALS; OBLIGATION OF CONFIDENTIALITY

13.1 The Contracting Parties are aware that within the framework of mutual cooperation:

- they will consciously provide each other with information that will be considered confidential or such information as a piece or in mutual relation to other will represent business secret;
- their employees may, by action or omission at either of the Contracting Parties, gain access to information, which will be considered confidential or business secret.

13.2 All pieces of information that the Customer could consider as business secret or confidential information, such as e.g.:

- information of a commercial nature (such as e.g. offers, contracts, agreements with third parties, information on relationships with business partners),
- manufacturing documentation and technical specifications,
- information on working and production methods, working procedures and technical know-how,
- all facts of economic, legal and employment nature

and all other information whose publication or enabling access of it to a third person may cause damage to the Customer, remain exclusive ownership of the Customer and the Contractor shall adopt effective actions for its protection, as well as make considerable efforts to preserve its confidentiality, e.g. at least the same efforts as

if it were his own confidential information or business secret.

13.3 The Contractor undertakes not to disclose in any way or to provide to a third person or even to his employees or representatives, any information, which is subject to confidentiality, with the exception of such information with which they need to be familiarized in order to perform the subject of a Purchase Order or the Contract. The Contractor also undertakes not to use such information for any other purpose than execution of the Contract.

13.4 The obligation of confidentiality does not relate to information:

- for which the Customer gave written consent with its disclosure or other declassification;
- which is publicly available or was published otherwise than by breach of the Contractor's obligation;
- that is in possession of a third party demonstrably before the Contracting Party shared it with this third party;
- that is required by a law court, state prosecutor or relevant administrative authority based on the law, and is used only for such purpose;
- that is a result of a procedure based on which the receiving party obtains such information independently and is able to prove this procedure.

13.5 The Contracting Parties are obliged throughout the period of implementation of the Contract and throughout the warranty period according to the Contract to maintain confidentiality of all facts, about which they learned during execution of the Contract, and which are not intended by legal regulation or by the Customer for disclosure or are not generally known, as well as all facts whose content forms a business secret or confidential information.

13.6 The obligation of the Contractor to maintain confidentiality continues to last over a period of 5 years following the date of expiration of effect of Paragraph 13.5 of this Article.

13.7 The Contractor is obliged to hand over to the Customer all materials and items, which he received from him or on his behalf during execution of the Contract, immediately upon termination of this Contract. The Contractor is obliged to remove permanently all confidential materials stored in electronic form.

13.8 The Contractor undertakes to transfer his obligations according to this Article to all of his employees and associates, as well as to other persons taking part in execution of Subject of Contract.

13.9 In case the Contractor has justified suspicion that access of confidential materials were provided to an unauthorized person, he is obliged to immediately inform the Customer of this fact.

14 RESOLVING CONFLICTS

14.1 The Customer and the Contractor will make all efforts so that all disputes arising from the Contract or in relation thereto would be resolved and settled amicably.

14.2 Conflicts, incl. those of validity of the Contract, of its wording or its termination that were not resolved within a term of 30 days from the date of notification to the other Contracting Party, will be resolved with final validity at the Arbitration Court of the Slovak Chamber of Commerce and Industry in Bratislava according to its valid internal regulations. The Contracting Parties undertake to fulfill the obligation imposed upon them by the arbitration findings.

14.3 Arbitration proceedings and hearings will be held in Slovak language.

14.4 If not agreed otherwise, presentation of a dispute for resolution according to the provisions of this Article does not entitle the Contractor to interrupt execution of the obligations defined by the Contract.

15 FINAL PROVISIONS

15.1 Legal relationships not regulated by the Contract nor by these Terms and Conditions are governed by the Commercial Code, especially its provisions of Sec 536 and the following, concerning "Contract for work".

15.2 The Contractor is aware of the wording of these Terms and Conditions.

15.3 Prior to conclusion of the Contract, the Parties have fully considered the business, economic and factual situation, and are fully aware of the circumstances of the Contract, as well as circumstances that could occur after conclusion of this Contract.

15.4 In case the Contractor fulfills its obligations arising from the Contract by means of a Subcontractor, he is obliged to familiarize the Subcontractor with these Terms and Conditions.

15.5 The Contracting Parties declare that before signing the Contract, they became familiar with the content of the Terms and Conditions and other appendices, to which the Contract refers.

15.6 The Contractor declares that upon exercising all necessary and professional care, he is entirely capable of fulfilling his obligations set in the Contract and the Terms and Conditions in required quality and in time.

15.7 In case that legislative regulations, to which the Terms and Conditions refer, were changed in the period following the date of signature of the Contract, it applies that the Contractor is obliged always to uphold legislative regulations valid at the moment of implementation of the Contract regardless of their numerical or nominal designation in these Terms and Conditions.

15.8 The Contracting Parties declare that in case that at any time in the future certain provisions of these Terms and Conditions would be found invalid or "apparent legal action", the validity of other agreements are not thereby affected.

15.9 These Terms and Conditions are effective as of 30.7.2014 and replace all previously published versions.