

GENERAL CONTRACTUAL TERMS AND CONDITIONS OF INGSTEEL, spol. s r.o.

/Applicable to Contract for Work/

These General Contractual Terms and Conditions were adopted by INGSTEEL, spol. s r.o. to maintain a uniform procedure when entering into contractual relationships with its business partners. These General Contractual Terms and Conditions shall apply to all contractual relations in which INGSTEEL, spol. s r.o. acts as the Employer and the subject matter of which is the performance of work for the Employer by a contractor.

The parties have agreed to enter into a contractual relationship/contract for work, to which these General Contractual Terms and Conditions are attached as an annex, under the provisions of the Commercial Code in accordance with Section 262 of the Commercial Code, and declare that this paragraph comprises their agreement on the choice of law in the required written form, in accordance with Section 262 (2) of the Commercial Code. The whole contractual relationship established by the contract of work, including those based on an order and its acceptance, as well as resulting liability relationship will be governed by the Commercial Code.

The Employer means for the purposes of the General Contractual Terms and Conditions INGSTEEL, spol. s r. o., with its seat at Tomášikova 17, 820 09 Bratislava, Company ID: 17 320 429, recorded in the Commercial Register maintained by the District Court Bratislava I, Section: Sro, File No.:1220/B.

The Contractor means for the purposes of the General Contractual Terms and Conditions each natural or legal person which performs work for INGSTEEL, spol. s r.o. based on a concluded contract.

1. Terms of Cooperation and Contractor's Representations

- (1) The legal relations between the Employer and the Contractor shall be governed by a contract for work, which is concluded only in writing, and the relevant legal regulations of the Slovak Republic. If there is a foreign element in the legal relationship, this provision is considered to be an agreement in the choice of governing law when assessing claims of the parties.
- (2) Upon attaching its signature to the contract for work and/or as of the moment of concluding a contract for work with the Employer, the Contractor confirms that:
 - The Contractor is not in bankruptcy, no petition for declaration of bankruptcy has been filed against it or rejected due to a lack of assets, the Contractor is not in liquidation, over debt or restructuring, or no petition for restructuring has been filed against it,
 - The Contractor has the necessary capacities – technical, personnel and financial, for the due performance of the work, based in its capabilities, technical equipment – the Contractor is able to perform the contracted works in superior quality and in a smooth, complete and operational manner, in accordance with all applicable Slovak Technical Standards (STN) and European Standards (EN) within the set time limits and deadlines,
 - The contract for work includes a sufficient definition of mutual rights and obligations of the parties as well as the definition of the terms and conditions of the performance of the work necessary for the due and error-free completion of the work – the Contractor has read, examined and understood all the terms and conditions of the performance of the contract for work with all the components and annexes, and the Contractor has acknowledged them without limitations – the required supplies and works are clear and known to the Contractor without objections,
 - The Contractor's price offer and itemized budget are complete and correct,
 - Prices specified by the Contractor are sufficient for the performance of the work and unilaterally unchangeable so that they cover all the Contractor's costs for the due performance of the work,
 - The Contractor has reviewed the documentation taken over from the Employer for the purposes of preparing a price offer and itemized budget with due care and it is free of any defects, mainly technical, which would prevent the due performance of the work under terms and conditions agreed in the contract of work. The Contractor is responsible for the accuracy of the documentation received from the Employer for the preparation of the price offer, itemized budget and the performance of the work, unless the Contractor communicates its objections against such documentation within 3 days of the receipt thereof. This does not apply if any shortcoming of the received documentation could not have been detected despite exercising all due professional care which may be required from the Contractor. If the Contractor fails to notify the Employer and/or third parties a result, including any potential consequences due to the inability to receive an occupancy permit for and to use the work. The Contractor is obliged to specify any changes – consequences in terms of costs and time resulting from the differences in terms of costs and time resulting from the differences between the project documentation for the tender and the project documentation of the structure within 5 days of receiving the relevant part of the documentation,

- The Contractor has reviewed all the supporting documents provided by the Employer, with the construction site and the place for performance of the work, has no objections against them and is aware that during the course of the work the Contractor will not be able to request a change in the contractual terms for reason that the Contractor should have and could have detected when reviewing the documents, construction site and place for performance of the work,
 - The Contractor has concluded a liability insurance coverage for damage to third parties caused by its activities and operations in connection with the performance of the work at least up to the price for the work including VAT, unless otherwise provided by the contract of work. The Contractor is obliged to arrange for an insurance coverage for its work and works, activities and material, machinery and equipment on the construction site. The type and amount of the required insurance coverage will be regulated in contract of work. The Contractor shall report any and all insured events relating to its activities, materials and personnel on the construction site in writing and in a due and timely manner to the insurance company.
- (3) The Contractor shall, draw up at its own expense the supplier's documentation in accordance with the project documentation of the structure, which will be prepared in line with the actual survey performed by the Employer, in compliance with the applicable legal regulations and standards set for the performance of the work.
- (4) The Contractor acknowledges that the documentation received from the Employer for the purposes of performing the work remains the property of the Employer. The take-over of the documentation shall be without prejudice to the copyright of the Employer or third parties. The Contractor is not authorized to use such received documentation in a manner and for a purpose other than as defined in the contract. The Contractor shall fully and entirely liable for breach of this obligation. If the Employer is bound to pay damaged to a third party for this reason or if a penalty is imposed on the Employer, such damages or penalty shall be paid in full by the Contractor.

2. Conclusion of Contract

- (1) The Contractor will perform work for the Employer on the basis of:
- The order, or
 - A mutual written declaration of the parties marked as a contract for work (or a legal act marked otherwise, the object of which is the Contractor's obligation to perform certain work for the Employer, for which the Employer undertakes to pay a purchase price for the work to the Contractor) for the performance of a separately-determined work.
- (2) A Contract between the Employer and the Contractor is made:
- In the case of absence of the Contractor's price offer, as of the moment of the Contractor's written confirmation of accepting the terms of the Employer's order. The Employer shall bound by its order for 3 days of its preparation- If the Contractor confirms the Employer's order after its binding period has elapsed, a contract will only be made if the Employer informs the Contractor in this respect without undue delay. A confirmation of the order that comprises objections or other changes is a rejection of the order and is considered the Contractor's price offer to which the terms for execution of a contract outlined in paragraph 2 shall apply.
 - In the case the Contractor's price offer exist, as of the moment of the Employer's written confirmation of accepting the terms of the Contractor's price offer within the timeframe as determined by the Contractor. The relevant provisions of the Civil Code on a proposal to conclude a contract and the terms not regulated herein.
 - In the case of a mutual written declaration of the parties, a contract is deemed concluded as of the moment when the last of the authorized representatives of the parties attaches hid signature to the contract.

3. Place of Work Performance

- (1) The Contractor is obliged to review the place of work performance and to compare it with the documentation received from the Employer. By attaching its signature to the contract, the Contractor confirms that the place of work performance is free of any legal of factual defects which would prevent the performance of the work or which would prevent the performance of the work or which would result in an extension of the deadline for the completion and hand-over of the work, or which would increase the cost of completion thereof (third-party legal claims, unfit terrain, unsuitable ground base). The Contractor acknowledges that any and all costs and damages associated with a place unfit for the performance of the work that are discovered after starting work procedures on the work shall be borne by the Contractor as a result of its omission or negligence when inspecting the place of work performance.
- (2) The place of work performance will be taken over by the Contractor based on a written acceptance protocol.
- (3) If during the performance of the work the Contractor finds hidden obstacles of the place where the work is to be performed and such obstacles prevent the performance of the work in the agreed manner, the Contractor shall notify the Employer

without undue delay. Compliance with the information duty will not release the Contractor from its liability for breach of obligation during the inspection of the place of work performance as per paragraph (1) of this Article.

- (4) The Contractor acknowledges that other contractors may also be present at the place of work performance during the performance of the work and undertakes to coordinate with them its work procedures so as to avoid interference with the obligations of individual contractors and restrictions at work while ensuring that the work is duly performed and handed over in the agreed time. It shall be without prejudice to modification of the contractual terms and conditions.
- (5) At the place of work performance, the Contractor must use protective work tools, orange reflective safety vests with the Employer's name and a badge allowing worker identification. By signing the contract, the Contractor confirms its acceptance of orange reflective safety vests with the Employer's name for all its employees and sub-contractors. The Employer's representative is authorized to expel workers without an orange reflective safety vest and/or a badge allowing identification from the construction side. If a safety vest is damaged or an identification badge lost, the Contractor undertakes to reimburse the Employer for the expenses of EUR 20 for each damage or loss.
- (6) The Contractor is not authorized, without a written consent of the Employer, to place advertising referring to the Contractor at the place of work performance or in its vicinity (50 meters).
- (7) Only the employees or sub-contractors of the Contractor listed in the name list of the Contractor's persons delivered before the start of the work, with required professional qualifications, may be present at the place of work performance. Other persons may enter the place of work performance only with the consent of the Employer. It shall be without prejudice to the right of entry to the place of work performance for the persons specified in the contract. The Contractor is fully responsible for damage caused by its employees or sub-contractors to the property or health of third parties at the place of work performance as well as for damage to health of its employees and sub-contractors caused by breach of occupational health and safety and fire protection principles. The employees or sub-contractors of the Contractor are obliged to follow the instruction of the Employer's security service personnel or site manager. If the instructions of the Employer's security service personnel or site manager are not respected, the Employer's construction manager is authorized to ban entry to the relevant employees or sub-contractors of the Contractor to the place of work performance, and the Contractor is liable to replace such employees or sub-contractors without undue delay. It shall be without prejudice to modification of the contractual terms and conditions.
- (8) The Contractor shall be responsible for the training of its employees and sub-contractors in occupational health and safety and fire protection principles under the applicable legal regulations, the terms of which the Contractor undertakes to adhere to at the construction site. The Employer is entitled to expel an employee or its sub-contractor from the construction site if a breach of the occupational health and safety and fire protection regulations is discovered, and the Contractor shall replace such an employee or sub-contractor by another employee/sub-contractor. It shall be without prejudice to modification of the contractual terms and conditions.
- (9) The Contractor shall demonstrate professional competence of its employees or sub-contractors under paragraph (7) of this Article by photocopies of the evidence of professional qualifications. Including a photocopy of a trading license and certificates entitling the Contractor to perform specific expert activities during the performance of the work. The Contractor shall hand over the documents to the Employer upon the signing of the contract.

4. Deadline for Work Performance

- (1) The Contractor undertakes to perform the work in line with the agreed time schedule.
- (2) If the Contractor's work cannot be performed continuously and breaks will need to be made for reasons on the part of the Employer, the Contractor is obliged to adapt to such regime upon the Employer's order. Besides the reasons stated in the contract or these Terms and Conditions, the Contractor is not authorized to suspend the performance of the work. Suspension of work does not established the Contractor's right to withdraw from this contract.
- (3) The Employer's construction supervisor or site manager in charge are authorized to instruct the Contractor's workers to suspend work in the Contractor's person in charge cannot be reached and if the safety of the performed work, life or health of workers at the construction site are oparized and/or work is not performed in the desired quality and/or there is a risk of other serious damage. The cost related to such suspension and any incurred damage shall be borne by the Contractor.
- (4) The deadline for completion and delivery of the work may only be extended on the basis of a written agreement between the Employer and the Contractor by no more than the number of days for which it was not possible to continue the performance of the work has been suspended based on the Employer's instruction for reasons on the part of the Contractor (in particular defective performance not in compliance with the contract, inappropriate materials or technological procedure, situation as per paragraph (3) of this Article, etc), the Contractor will not be entitled to extend the deadline for the completion of the work. The Employer will decide whether to continue with the work once the reasons for which the Employer has suspended the performance cease to exist.

- (5) If the Contractor has failed to commence the performance of the work or is in delay during the performance of the work when compared to the agreed time schedule, the Employer will request that the Contractor aligns its work procedures with the agreed time schedule and determine a reasonable time frame to eliminate such delay. If, despite such request, the Contractor is still in delay with the performance of the work when compared to the agreed time schedule, the Employer is authorized to withdraw from the contract and will only pay to the Contractor the value of actually performed work and supplied materials without a reasonable profit mark-up. Also, the Employer is authorized to withdraw from the Contractor the outstanding part of the work and perform it on its own or through a third party. The related necessary costs will be deducted from the price of the work. This without prejudice to the provisions on the settlement of damages and contractual penalties.
- (6) The Contractor shall inform the Employer in writing without undue delay of the occurrence of any event which prevents or hinders the timely or due performance of the work and may cause the Contractor's delay with regard to the deadlines set out in the contract. A failure to comply with this obligation will be deemed a gross breach of the contract.
- (7) The Contractor may perform the work before the agreed deadline and the Employer is obliged to take over such performed work, unless the contract stipulates otherwise.

5. Method of Work Performance and the Contractor's Obligation

- (1) The Contractor is obliged to perform the work at its own expense and at its own risk by the agreed deadline. The Contractor may not appoint another person to perform the work without a prior written consent of the Employer. The Contractor shall perform the work in the extent and quality as agreed in the contract and in accordance with the provisions thereof and the documentation received or prepared for the purposes of performing the work, and in accordance with the STN, EN and applicable legislation. The Contractor is fully liable for fire protection of the work and for safety at work and of technical equipment during the performance of construction works in accordance with the Decree of the Slovak Work Safety Office and the Slovak Mining Office No. 374/1999 Coll. as amended.
- (2) Employer's site manager has the right to ask the Contractor's employees or sub-contractors to do breath tests for alcohol at any time at the construction site during and outside the working hours. In the case of a positive result or refusal to do the breath test, the Employer will have the right to immediately expel and permanently ban entry to the place of work performance to the relevant employee or sub-contractor of the Contractor. The Contractor will be required to immediately replace such employee or sub-contractor. It shall be without prejudice to the right to a contractual penalty. A breach of the occupational health and safety and fire protection regulations shall comprise, for example:
 - Uncovered hole,
 - Unsecured excavation, Missing railing,
 - Unsecured site beneath the place of vertical work,
 - Unsecured area with demolition work,
 - Operation of a construction elevator, machinery and equipment by an untrained person,
 - Transporting persons in a freight elevator,
 - Transport by a crane - attaching loads without the relevant authorization,
 - Failure to use personal protective equipment, in particular protective helmets and safety vests, or an identification badge,
 - Construction site pollution.

If a breach of the occupational health and safety and fire protection regulations is discovered, the provisions on the Employer's right to expel an employee or contractor from the place of work performance shall apply *mutatis mutandis* under this paragraph.

- (3) During the performance of the work, the Contractor undertakes to comply with the Employer's instructions. The Contractor shall perform the work in quality adequate to the purpose of the contract, legal regulations, STN, EN and in accordance with the documentation submitted by the Employer. If the Contractor fails to comply with an Employer's instruction which is in line with the contract, structure documentation or STN, EN, the Employer will record the instruction in the site diary or inform the Contractor about the instruction in another written manner, and if the instruction is not carried out within 3 days from the entry of such instruction in the diary, the instruction will be carried out by a third party at the Contractor's expense. The Employer will set off such incurred costs against the Contractor's claim to the price for the work. A failure to comply with the Employer's instruction will be deemed a gross breach of the contract, representing grounds for the Employer to withdraw from the contract.
- (4) The Contractor shall only use for the work such products that have properties which guarantee the requisite mechanical strength and stability, fire safety, hygiene requirements, protection of health and the environment over the expected life of the structure subject to standard maintenance. The construction materials, products, structures and equipment used by the Contractor must have features that meet high aesthetic demands determined by the construction project, in addition to the

- applicable STN, EN and other relevant regulations, while considering the expected life of the structure and standard maintenance. The Contractor undertakes to ensure control tests of used materials and of structural parts of the work under the STN, EN during the performance of the work. The Contractor shall remove any materials and building parts that failed to pass the quality tests without undue delay at its own expense. All relevant parts of the work, construction materials, products and their core parts, etc must be submitted by the Contractor to the Employer for approval before their ordering.
- (5) The Contractor shall inform the Employer without undue delay about an inappropriate nature of the requirements or items given to the Contractor by the Employer to perform the work, if the Contractor was able to determine such unsuitability when exerting due professional care. If such, inappropriate requirements or items hinder the due performance of the work, the Contractor is obliged to suspend the works to the extent necessary until such items are replaced or the Employer's requirements changed or a written notice is delivered stating that the Employer insists on performing the work using the said requirements or items. The time frame for the completion of the work will be extended for a period during which the performance of the work had to be suspended. This shall not apply in the case as per Article 3 (3), second sentence, of these Terms and Conditions. In the case of the Employer's inappropriate requirements, items provided to the Contractor to perform the work or detection of hidden obstacles preventing the continued works, the Contractor shall propose to the Employer another appropriate procedure or solution to avert the obstacles in the performance of the work.
 - (6) For the period of performing the work the Employer will provide the Contractor with a possibility of utility connections to the extent as per the contract and room for construction site amenities. If the construction site amenities were developed by the Employer, the Contractor is obliged to use the construction site amenities developed by the Employer to the extent determined by the Employer, for which the Contractor undertakes to pay the Employer a fee in an amount under the contract. If the construction site amenities are insufficient, the Employer will allocate an area for the Contractor to build the necessary facilities, at the Contractor's own expense. After the completion of the work by the Contractor, such area will be restored to its original condition. Any related damage shall be borne by the Contractor.
 - (7) To access the place of work performance, the Contractor is authorized to use solely the access routes as determined by the Employer when handing over the site for the performance of the work. The Contractor undertakes to use the defined routes only and to respect the applicable traffic rules.
 - (8) The Contractor shall be responsible for the daily cleanliness and order at the construction site and access roads and will remove, at its own expense, any waste produced by its activities without undue delay. If the waste or pollution is not removed from the construction site or access roads, the Employer is authorized to remove such waste or pollution using a third party at the Contractor's expense regardless of the price for such activities. If the price for such activities is stated in the Contractor's price offer, the Contractor will no longer be entitled to its payment in line with the price offer. In addition, the Employer shall be entitled to a coordination surcharge of 10% of such incurred costs, including VAT. The Employer is authorized to use the retained amount to settle such incurred costs, including the coordination surcharge.
 - (9) The Contractor undertakes to proceed in accordance with the regulations for the protection of the environment when performing the work, in particular, but not exclusively, with Act No. 17/1992 Coll. on the environment, as amended, as well as other laws and generally binding legal regulations in the field of environmental protection. The Contractor undertakes, inter alia, to proceed in the implementation of the work in accordance with Act No. 79/2015 Coll. on waste; this obligation includes waste management, recovery, sorting and disposal of waste in accordance with applicable legislation. The Client is entitled to control the observance of legal regulations concerning the environment by the Contractor during the entire implementation of the work (during the contractual relationship). The Contractor undertakes to provide the Client and the external certification authority with all necessary cooperation in connection with requirements of Commission Regulation (EU) 2017/1505 of 28 August 2017 amending Annexes I, II, and III to Regulation No. 882/2004 of the European Parliament and of the Council No. 1221/2009 on the voluntary participation by organizations in a Community eco-management and audit scheme (EMAS).
 - (10) The Employer is authorized to review the performance of the work. For this purpose, the Employer is authorized to request at any time that the Contractor allows an inspection of the work during its performance, and the Contractor is obliged to allow and attend such inspection. The work will be inspected in the presence of a person authorized by the Contractor, in a manner ensuring compliance with the relevant regulations on health and safety of the persons present at the place of work performance.
 - (11) The Contractor shall ask the Employer to inspect the performed construction works if such construction works are to be covered by or become inaccessible due to the next construction procedures. Such request will be made by an entry in the site diary in line with the time frame as per the contract. If the Employer repeatedly fails to attend an inspection to which the Employer was duly invited, the Contractor may continue the performance of the work after making photographic documentation thereof. The provisions of the Commercial Code shall apply accordingly.
 - (12) The Contractor shall keep a site diary in accordance with Section 46d of Act No. 50/1976 Coll., Building Act, as amended

and Section 28 of Decree No. 453/2000 Coli., which implements some provisions of the Building Act. The Contractor shall keep a site diary as of the date of taking over the site to perform the work. The site diary will be kept until the work handover and acceptance date. The site diary shall be stored by the Contractor at least until the period for exercising the claims under the liability for defects of the work expires. Daily entries in the site diary are made by an authorized employee of the Contractor and the Employer's technical supervisor. An authorized representative of the Contractor shall submit a daily entry to the Employer's technical supervisor for a sign-off not later than the following day. The Employer's technical supervisor shall indicate in the diary its agreement or disagreement with the content of the daily record, and shall give reasons for any disagreement. In addition, entries in and review of the site diary may also be made by persons authorized to do so by a separate authorization granted by the Contractor, designer, Employer and state administration authorities. The Employer is entitled to inspect the site diary at the site and make entries therein at any time.

The minimum content of the site diary shall be:

- Date,
- Weather,
- Number of the Contractor's workers, d/ Description of works,
- Extraordinary events,
- Notification of works that are to be covered up by the next work procedure, with a request for their inspection,
- Notification of the repair of defects detected by the Employer,
- Notification of the readiness of the work for takeover.

Entries in the construction journal cannot change the contractual rights and obligations. However, the parties are entitled to propose and agree on, by means of the site (assembly) diary, any changes that will allow accelerating the assembly or shortening the time frame necessary for the completion of the work.

- (13) The parties are entitled to propose and agree on, by means of the site diary, any changes that will allow accelerating the assembly or shortening the time frame necessary for the completion of the work. Such approval does not mean an increase in the price for the work, unless an amendment to the contract is signed. An increase in the price for the work cannot be agreed by means of an entry in the site diary.
- (14) The Employer is authorized to appoint third parties to perform works not included in the budget or to perform such works separately. The Contractor is obliged to respect and coordinate the work procedures with other contractors at the construction site.
- (15) At the Employer's and/or investor's request, the Contractor undertakes to allow inspection of the works and supplies not only at the construction site but also at the Contractor's seat or in another place where the Contractor undertakes activities related to the performance of the work.

6. Scope of Work

- (1) The Contractor shall perform the work in the scope necessary for the due completion of the work in accordance with the documentation received for the performance of the work. When determining the scope of the work, the Contractor shall follow the Employer's requirements and respect all statements and decisions made by the relevant state administration authorities. The Contractor shall comply with the requirements outlined in the statements or decisions of state administration authorities or other authorized organizations and in the STN and EN. The Contractor shall also perform any works not expressly specified in the contract for work or project documentation, where such works are necessary for the due completion of the work. The price for such works and supplies is included in the price for the work and the Contractor has no right to the reimbursement of additional costs or any change in the agreed deadlines for the completion of the work.
- (2) The Employer is entitled to reduce the scope of works required for the work, to which the Contractor consents, and to employ a third party to perform such works. The scope of unsupplied works and materials shall be deducted from the price for the work agreed in the contract. The Employer is authorized to inform about reduction in the scope of works until their performance starts. In such case, the Contractor is entitled to seek reimbursement of reasonable and supportable expenses which the Contractor incurred as a result of the reduction in the scope of works. The Employer is authorized to take the work or a part thereof from the Contractor, regardless of the stage of completion of the work, if it is clear from the Contractor's progress of the work or the financial or as-is state at the construction site that the Contractor will not be able to complete the work in a due and timely manner. In such case, the Employer is authorized to appoint a third party to perform the work or the part taken from the Contractor, and the Contractor undertakes to cover the damage incurred by the Employer as a result. For the avoidance of doubt, damage shall include, without limitation, the difference between the price for the work or a part thereof under the contract for work made with the Contractor and the price for the work agreed with the newly-appointed contractor, regardless of the price agreed with the newly-appointed contractor. In such case, the Employer is also entitled to

receive a contractual penalty of 10% of the price including VAT of the work or part thereof which was taken from the Contractor. It shall be without prejudice to the claim for damages in full.

The Contractor is authorized to carry out additional work only on the basis of a written amendment to the contract signed by both parties. A request for additional work or a change in the quality of the work shall be made by the Employer to the Contractor in writing (by an entry in the site diary); based on such request the Contractor will prepare and deliver to the Employer within 3 days a price offer, which will have an impact on the final deadline of the work. If an agreement is reached regarding the price and deadline, the parties will conclude an amendment to the contract. Unless a change in the deadline for handover of the work is addressed in the amendment to the contract, it is understood that the handover deadline for the work remains unchanged. If the Employer and the Contractor are unable to agree on the price for additional work and supplies, the Contractor is not authorized to slow down the works or refuse the required supplies. If the Contractor performs additional work in conflict with the above, the Contractor shall not be entitled to the payment for the work and the price for the performance of such work will be deemed included in the price for the work. If the Employer asks the Contractor to remove such work, the Contractor shall remove such work free of charge.

- (3) Minor changes and clarifications of the work that do not affect the price, deadline or utility properties of the work may be agreed via an entry in the site diary by the representatives at the site in charge of technical matters.

7. Price for the Work and Terms of Payment

- (1) The price for the work is agreed between the Contractor and the Employer under any circumstances as a maximum price. The contract price includes all Contractor's costs for the proper completion of the work, including transportation costs, utility costs, including the required construction wiring, costs of insurance of the Contractor's works, warranty costs, costs resulting from the agreed payment terms, as-built documentation (2x), attestations and certificates, all relevant tests and their results, inspection reports, fees for landfills, cleaning of roads, costs related to tough conditions that may be expected during the performance of the work, costs of construction site facilities and operation, work scaffolding, platforms, necessary lifting mechanisms and their assembly, costs of required tests, anticipated development of input costs, expected increase in prices depending on the time of performance. The contract price also includes all works and supplies that are not included in the Employer's underlying documents, in the project documentation, if they are required for the due performance of the work. The price for the work cannot be increased without a written amendment even if:
- The Contractor made a mistake in the pricing of the structure (computation, incorrect price classification, no inclusion of an item or work in the price) or in the preparation of a price offer;
 - The Contractor misunderstood the project documentation;
 - There were shortcomings in coordination during the performance of the work on the part of the Contractor;
 - There was an increase in prices of the supplies and works, or foreign currency fluctuations.
- (2) Unless specified otherwise, the price excludes the value-added tax. The applicable VAT will be added to the price. The Contractor is liable for the correct computation of the VAT.
- (3) Partial and final invoices issued by the Contractor will form the basis for the payment of the price for the work.
- (4) The Contractor is authorized to issue a partial invoice after the end of each calendar month. A list of actually performed works and supplies signed by the Employer and submitted to the Employer by the Contractor within 3 days after the end of a calendar month to which the list applies will form the basis for issuing a partial invoice. The Employer is required to express its opinion on the list within 5 working days of its receipt. The person authorized to sign the list of actually performed works and supplies will be defined in the contract. The list of the performed works must be prepared in a verifiable manner, supported by a survey of the performed works or other documents as required by the Employer's representative.
- (5) The Contractor is authorized to issue the final invoice after the work is handed over and accepted by means of a protocol, within 14 days of the work handover and acceptance. The final invoice will comprise the settlement of the entire scope of works per the subject matter of the work, all additional works, or deductions for unrealized works according to the Contractor's unit prices specified in the Contractor's price specification of works and supplies as well as the settlement of all contractual penalties and legitimate claims for damages and other Employer's claims under the contract or these General Contractual Terms and Conditions. By issuing the Contractor's final invoice, the Contractor declares that it has no unsatisfied claims against the Employer and the final invoice represents the final settlement of its claims against the Employer. Once the final invoice is submitted, no claims other than those included in the final invoice can be made.
- (6) An invoice shall comprise data broken down as follows:
- Title: invoice - tax document and its number,

- Business names and addresses of the seat of the Employer and the Contractor and the address at which the invoice is to be sent, Company ID and Tax ID of the Contractor and the Employer,
 - Contract number and specification of the part of the work,
 - Bank name and account number of the Contractor,
 - Invoice issue and sending dates and maturity period,
 - Billed amount,
 - Retained amount,
 - List of performed works and supplies, confirmed by the Employer,
 - Required data for value-added tax purposes,
 - Seal and signature of the issuer,
 - The final invoice will also comprise the Contractor's declaration that the Contractor makes no further claims and waives any existing claims.
- (7) If an invoice fails to comprise data pursuant to paragraph (6) and/or it is found to be issued for an incorrect amount and/or incorrect for other reason, the Employer is entitled to return the invoice to the Contractor for correction and a new maturity period will start upon its repeated due delivery to the Employer. Failure to return an incorrect invoice by the Employer does not mean that it has been accepted by the Employer, or that the invoice has been issued correctly.
- (8) The maturity period of partial invoices and of the final invoice is 45 days of delivery thereof, unless agreed otherwise. Delay with the payment of an invoice that is due and payable is not deemed a gross breach of the contract, and the Contractor is not authorized to suspend the performance of the work as a result. The right to suspend the performance of the work will only arise to the Contractor upon the lapse of an additional period of at least 30 days granted by the Contractor in writing to the Employer to meet its liabilities. The settlement of a partial or final invoice will not be deemed as the acceptance of the work.
- (9) A retained amount shall be applied on the billed price for the work; such amount and method of its release will be determined in the contract. If no such amount is determined, the retained amount will be 10% of the total price for the work excl. VAT. The retained amount will be applied to each individual partial invoice. Should the Employer fail to exercise its right to make a retention from a tax document, the Employer will be entitled to do so up to the entire unclaimed amount from any of the following tax documents issued by the Contractor. A retained amount of 50% will be released by the Employer within 45 days after the work is handed over to the investor, or to a superior contractor, on the basis of the Contractor's written request after all defects and unfinished works as specified in the handover and acceptance protocol are eliminated, and the remainder of the retained amount will be released by the Employer within 45 days after the end of a warranty period, on the basis of the Contractor's written request. The Employer is entitled to use the retained amount to satisfy any claims that arose to the Employer against the Contractor from the performance of the work and during the warranty period. In accordance with Section 36 (2) of the Civil Code, the parties have agreed on a condition subsequent under which the Employer's obligation to release the retained amount for the benefit of the Contractor will cease to exist as of the moment on which a petition for declaration of the Contractor's bankruptcy is filed or the Contractor enters liquidation or is erased from the Commercial Register or merged with another entity, regardless of whether or not the retained amount was used in whole or in part as of the date of the condition subsequent, and regardless of when the condition subsequent arose with regard to the warranty period and/or maturity of the retained amount.
- (10) If the Contractor is in default with the fulfilment of its contracting obligation vis-a-vis the work schedule (or the completion deadline) or in the case of poor quality of the performed work, the Contractor will not be entitled to issue any invoice and the maturity period of already issued invoices will be extended for the period of the Contractor's default until the proper handover and takeover of the work by the investor, During this period, the Employer shall not be late with the payment of invoices. A postponed payment of invoices (tax documents) does not give rise to any claims against the Employer as a result of delayed payments during such period.
- (11) If a claim for a discount on the price for the work is made, the Employer is entitled to set off its claim against the claim for the payment of the price for the work.
- (12) If the Employer is in default with the payment of any financial claim of the Contractor, the Employer undertakes to pay default interest of 0.02% of the Contractor's outstanding financial claim for each day of default.
- (13) The parties have agreed that if the Employer finds that the Contractor is in default with the payment of its obligations to its sub-contractors which the Contractor used to perform the work (subcontractor), the Employer is authorized to settle the Contractor's outstanding obligations to the affected subcontractor. Such paid amount will then be deducted from the amount which the Contractor requires to be paid by the Employer on the basis of the concluded contract.
- (14) By entering into the contractual relationship, the Contractor confirms that as at the date of origin thereof there are no grounds on which the Employer should become a guarantor for tax pursuant to Section 69 (14) in conjunction with Section 696 of Act No. 222/2004 Coll. on VAT. The Contractor undertakes to submit to the Employer, within 15 days of the origin of

the contractual relationship, a confirmation issued by the relevant tax authority that the Contractor did not breach its obligation to file a tax return pay its tax liability in the calendar year, did not breach the obligation to be reachable at the address of its registered seat, place of business or establishment, and did not breach obligations during a tax audit in the calendar year as of the issue <late of the confirmation by the tax authority, or to otherwise document the aforementioned facts.

- (15) The Employer is entitled to retain from the billed price of the work excluding VAT an amount corresponding to the VAT amount stated on each invoice issued by the Contractor to the Employer if there are grounds on the Contractor's part for deregistration pursuant to Section 81 (4) (b) second paragraph of Act No. 222/2004 Coli. on VAT, as amended, or if the Contractor is published in the relevant list of persons for deregistration according to Section 81 (4) (b) maintained by the Financial Directorate of the Slovak Republic, or if there is a reasonable concern that the Contractor will not pay the applicable value added tax or a portion thereof in conflict with Act No. 222/2004 Coli. on VAT, as amended. The Employer is entitled to use such retained amount to pay the outstanding VAT on invoices issued by the Contractor to the Employer that the Employer is obliged to pay as a guarantor pursuant to Section 69 (14) of Act No. 222/2004 Coli. The unused portion of the retained amount will be refunded by the Employer to the Contractor after a certificate issued by the competent tax administrator is submitted stating that the grounds on which the Employer became the guarantor for value-added tax have ceased to exist.

The above applies when no VAT is reverse-charged to the Employer under Section 69 (12) U1 of the V AT Act.

8. Price for the Work and Terms of Payment

- (1) The Contractor will be deemed to have fulfilled its obligation to perform the work upon its due completion and delivery to the Employer at the place of work performance. The entire work as a whole will be subject to the handover, unless the Employer agrees with the takeover of a part thereof only.
- (2) Until the date of the handover and acceptance of the work, the risk of damage to the work shall be borne by the Contractor, regardless of the fact who caused or is liable for such damage or also in the case when a person responsible for such damage is unknown. The Contractor will eliminate damage, if any, to the work by restoring the damaged part to its original state at its own expense and without undue delay. If the Contractor fails to do so immediately after the damage occurs, the Employer will be authorized to eliminate such damage in its own capacity or by a third party at the Contractor's expense, regardless of the cost and without the need to give a prior notice. In such case, the Employer is authorized to add to the actual costs incurred to eliminate the damage 10% of such incurred costs including VAT as a fiat payment of the costs and harm suffered by the Employer due to the Contractor's failure to act.
- (3) The work and all its integral parts are the property of the Employer from the origin.
- (4) The Contractor shall inform the Employer at least 14 days before the planned <late of the work readiness for handover that the work is ready for the handover and acceptance procedure by means of an entry in the site diary. Based on such notification, the Employer shall organize an inspection of the work readiness within 7 days, in particular whether the work was made in accordance with the documentation, contract, Employer's requirements and relevant standards. Readiness of the work for handover will be confirmed by the Employer by means of an entry in the site diary. Otherwise, the Employer will determine the time frame for elimination of shortcomings that were found during the inspection and prevent the handover of the work. After such shortcomings are rectified, the provisions of this Article shall apply accordingly. In the case of construction readiness of the work for handover, the parties will determine the <late of the acceptance procedure by means of an entry in the site diary and will comply, if possible, with the planned deadline for the handover of the work under the first sentence of this paragraph.
- (5) Only the Employer or its authorized representative is authorized to accept the work.
- (6) An acceptance and financial report/final financial reconciliation of the performed works, which will specify the state of the work at the time of its takeover by the Employer, signed by the parties to confirm their consent, shall be prepared on the handover and acceptance of the work. The work handover and acceptance protocol shall comprise the following data, in particular:
- Basic information on the work,
 - Quality assessment of the performed work, List of detected defects and unfinished works,
 - Deadlines for elimination of detected defects and unfinished works,
 - List of handed-over documents,
 - Declaration of the Parties that the Contractor hands over the work and the Employer accepts the work,
 - Signatures of the Parties' authorized representatives, Duration of the warranty period,
 - Maturity period of the retainer and its amount in EUR, Deadline by which the Contractor is obliged to vacate the place for work performance.

- (7) If the Employer accepts the work despite defects which do not prevent the issuance of an occupancy permit and the use of the work, such defects will be repaired by the Contractor free of charge within the period specified in the handover and acceptance protocol. If the Contractor fails to repair, free of charge, the claimed defects within a reasonable period determined by agreement of the parties by an entry in the handover and acceptance protocol, the Employer will be entitled to have such defects in the work repaired at the expense of the Contractor, and in addition, the Employer will be entitled to a coordination surcharge of 10% of such incurred costs, including VAT.
- (8) The handover and acceptance of the work will be subject to the successful performance of all tests required by the relevant legal regulations, which will be performed by the Contractor at own expense. Test result protocols and documents required for the proper use of the work will be prepared by the Contractor by the work handover and acceptance <late at the latest. The Contractor will prepare and deliver the following documents, in particular:
- As-built documentation in 3 copies, one of which will be in a digital form,
 - Certificates of used materials, Attestations,
 - Documents of performed tests, Inspection reports,
 - User manuals, Warranty certificates,
 - Conformity declarations, Documents of service staff training,
 - Other documents required for the permit to use the work or for the use of the Work
- If additional documents are needed, the Contractor undertakes to deliver them at the Employer's request without undue delay.
- (9) Failure to deliver, or incompleteness or inaccuracy of, underlying documents required for the handover and acceptance of the work and its use shall mean that the work will be deemed not handed over.

9. Liability for Defects and Warranty Period

- (1) The Contractor is responsible to ensure that the work is performed in accordance with the terms of the contract and with the generally binding legal regulations valid in the Slovak Republic, STN, EN and decisions of state administration and local authorities applicable to the work. The Contractor is responsible to ensure that during the warranty period the performed work will have properties in line with the relevant STN and EN.
- (2) The Contractor is responsible for defects of the work all the time of its handover to the Employer. The Contractor will be liable for defects that have occurred after the handover of the work if such defects were caused by a breach of its obligations.
- (3) The warranty period for the work including all its parts, components and technology, is 60 months and starts on the day on which the occupancy permit procedure for the work is successfully completed and the work is accepted by the investor. The warranty period shall apply unless the contract stipulates otherwise. A warranty period provided by the manufacturer applies to defects covered by the manufacturer's warranty, provided that the warranty period provided by the manufacturer is longer than the warranty period agreed by the parties. The period from making a claim regarding a defect until the defect is repaired shall not be included in the warranty period. A new warranty period of 60 months will apply to the repaired parts of the work during the warranty period, starting on the day on which a defect is repaired.
- (4) Defects of the work will be communicated by the Contractor to the Employer in writing during the warranty period, specifying how such defects are manifested, and attaching evidence, if any, and setting a timeframe for repairing defects of the work.
- (5) The Contractor undertakes to repair defects of the work claimed during the warranty period free of charge and by the deadline as specified by the Employer. If the repair of a defect entails disproportionately high costs and the defect does not prevent the use of the work, the parties may agree on a reasonable discount on the price for the work without repairing the defect. If no agreement is reached on a discount, the Contractor is obliged to repair the defect free of charge and by the deadline as specified by the Employer.
- (6) After repairing the defects of the work, the parties will prepare a written protocol in which the Employer will confirm to the Contractor the repair of defects of the work.
- (7) If the Contractor fails to repair duly communicated defects of the work within the time frame specified by the Employer, the Employer will be entitled to have the defects of the work removed by a third party at the Contractor's expense, and the Employer shall also be entitled to a coordination surcharge of 20% of such incurred costs, including VAT. The Employer is authorized to use the retained amount to settle such incurred costs, including the coordination surcharge.
- (8) The Employer will not lose the rights from a defective supply, even if the Employer could have detected the defect while exerting standard care when taking over the work.

10. Withdrawal from the Contract and Contractual Penalties

- (1) The Contractor may withdraw from the Contract if the Employer is in default with the payment of the Contractor's legitimate claim by more than 60 days after the maturity date. No such right will arise if the Employer has not received a written request to settle its obligation to the fulfilment of which the right to withdraw from the contract is attached during the period between the due date of the obligation and 60 days after its maturity.
- (2) The Employer is entitled to withdraw from the contract for the reasons stated in the Commercial Code as well as for the following reasons:
 - If the Contractor is in delay with the deadline for completion and delivery, or the agreed work schedule for the work by more than 30 days and fails to rectify the situation despite a written request,
 - If a petition to declare bankruptcy for the Contractor's assets or to permit restructuring was filed or if the Contractor enters liquidation,
 - While performing the work, the Contractor fails to remedy defects of its works of which the Contractor was informed in writing, within the required time frame,
 - The Contractor, despite a written notice, performs the work in conflict with the Employer's instructions or the contract or documentation, in an unprofessional manner, or uses inappropriate materials or materials other than those approved,
 - The Contractor repeatedly violates the relevant occupational health and safety and fire protection regulations at the place of work performance,
 - The Contractor assigns the work performance to a third party without the Employer's consent.
 - For other reasons provided in the contract for work or these General Contractual Terms and Conditions.

For the same reasons, the Employer is entitled to take a part of the work from the Contractor and assign its performance to another contractor. In such case, Article 6 (2) of these General Contractual Terms and Conditions shall apply accordingly
- (3) In the case of withdrawal from the contract, the contract is terminated when the manifestation of the will of the entitled party is delivered to the other party. Withdrawal from the contract shall not have retroactive effects. Withdrawal from the contract shall be without prejudice to the entitlement to damages resulting from breach of the contract.
- (4) In the event of withdrawal from the contract for reasons on the part of the Contractor, or in the event of early termination of the contract for any reason whatsoever, the Employer will only be obliged to pay the Contractor the price for the work to the extent of the works and supplies of materials and technologies accepted by the Employer, without a reasonable mark-up. In addition, if the withdrawal occurred for reasons attributable to the Contractor, the Contractor shall pay to the Employer a contractual penalty of 5% of the price for the work, including VAT. At the same time, the Contractor will refund the overpayment on the price for the work for unused supplies and works, without undue delay at the Employer's request. The Contractor shall also pay the Employer damages and documented increased costs incurred by the Employer as a result of extending the deadline for the performance of the work, caused by its withdrawal from the contract or by taking a part of the work from the Contractor and reassigning it to another contractor, or by the Contractor's activities at the construction site and the required repairs
- (5) If the Contractor is in default with the fulfilment of the final deadline for the completion and handover of the work or any of the interim deadlines, the Contractor shall pay the Employer a contractual penalty of 0.5% of the total price for the work for each started day of default.
- (6) If the Contractor fails to repair defects listed in the work handover and acceptance protocol, the Contractor shall pay the Employer a contractual penalty of EUR 200 for each defect and each day of default until such defect is repaired, unless specified otherwise in the contract.
- (7) If the Contractor fails to repair duly communicated defects of the work (which occurred during the warranty period) within the timeframe required by the Employer, the Contractor shall pay the Employer a contractual penalty of EUR 200 for each defect and each day of default until such defect is repaired, unless specified otherwise in the contract.
- (8) If the Contractor is in default with vacating the construction site, including waste removal, the Contractor shall pay the Employer a contractual penalty of EUR 200 for each day of default until such obligation is duly performed.
- (9) If the Contractor is in default with submitting the time schedule and/or inspection and test plan and/or technological procedures and/or the site diary and/or the assembly log or other documents necessary to perform and/or use the work, the Contractor shall pay the Employer a contractual penalty of EUR 200 for each day of default until such obligation is duly performed.
- (10) For each individual case when alcohol and/or drugs and/or psychotropic substances are found with an employee or sub-contractor of the Contractor, the Contractor shall pay the Employer a contractual penalty of EUR 1,000. Refusal to perform the test for alcohol has the same consequences as detection of alcohol. For any other individual breach of the occupational health and safety and fire protection regulations by the employees or sub-contractors of the Contractor, the Contractor shall

pay the Employer a contractual penalty of EUR 100.

- (11) For a breach of the confidentiality obligation, the Contractor undertakes to pay the Employer a contractual penalty of EUR 5,000 for each individual breach.
- (12) For failure to comply with an obligation to wear reflective safety vests with the Contractor's name or identification badge, the Contractor shall pay a contractual penalty of EUR 20 for each individual instance of such breach.
- (13) If the Employer is in default with the payment of the price for the work or a part thereof, the Employer undertakes to pay default interest of 0.02% of the outstanding price of the work or a part thereof for each day of default.
- (14) The payment of contractual penalties by the Contractor shall be without prejudice to the Employer's entitlement to damages, even in excess of the agreed amount of the contractual penalty.
- (15) If the Employer is entitled to charge the Contractor a contractual penalty for breach of a specific obligation under several provisions of the contract for work and/or order and/or General Contractual Terms and Conditions, the penalty most favourable for the Employer shall apply.

11. Separate Arrangements

- (1) The Contractor undertakes to keep confidential the trade secret and information which the Contractor has learned in connection with its contractual relationship with the Employer. The Contractor is not authorized to use the trade secret and information received from the Employer during the performance of the contractual relationship for its benefit or the benefit of others.
- (2) These General Contractual Terms and Conditions and the legal relationships established between the Contractor and the Employer shall be governed by Slovak law, in particular the Commercial Code. This represents the choice of law of the parties.
- (3) The Slovak language shall be decisive, even if disputes with a foreign element are being resolved.
- (4) Any changes to the terms and conditions shall be binding on the parties only if such changes are confirmed in writing by the representatives of both parties.
- (5) The parties undertake to inform each other about any change which may affect the due performance of the rights and obligations under the concluded contract.
- (6) The Contractor's technical, personnel or manufacturing capacities shall not be considered a force majeure event.
- (7) The Contractor is not authorized to assign a receivable owed by the Employer under the contract for work or other legal title to third parties without the Employer's prior written consent.
- (8) The Contractor is not authorized to offset disputable receivables arising under this contract or other legal title without the Employer's prior written consent.
- (9) The Contractor represents that in relation to the performance of the work:
 - The Contractor has entered into no cartel or similar agreement;
 - The Contractor has read the Employer's Code of Ethics posted on the Employer's website, the Contractor, including its employees and sub-contractors, undertakes to comply therewith and ensure that the obligations arising under the Code of Ethics are also performed by the Contractor's sub-contractors;
 - The Contractor shall duly perform its obligations concerning anti-corruption conduct in accordance with generally binding legal regulations;
 - The Contractor has granted the Employer or its employees or sub-contractors no bonus, benefit or a similar settlement as a form of consideration to have the opportunity to perform the work.

Should any of the above representations made by the Contractor prove to be false and/or incomplete, the Employer shall be entitled to withdraw from the contract and will be entitled to a contractual penalty of 10% of the price for the work, including VAT.

- (10) When performing the work, the Contractor undertakes to proceed in accordance with Act No. 82/2005 Coli, on illegal employment and amending later acts, as amended. If the Contractor has breached its obligations arising under the ban of illegal employment, the Employer shall be entitled to withdraw from the contract and the Contractor shall pay the Employer a contractual penalty of 5% of the price for the work, including VAT, but at least EUR 2,000. If any penalty is imposed by competent authorities and/or the investor of the work on the Contractor as a result of breach of the above obligations by the Contractor, the Contractor undertakes to pay such penalty in full.
- (11) The Contractor acknowledges and accepts that in addition to the Employer also the investor or their designated entity is entitled to exercise the rights under the guarantee for the work performed by the Contractor and the Contractor shall satisfy such rights under the contract for work and generally binding legal regulations.
- (12) The Contractor acknowledges that the Employer is fully entitled to transfer any and all its rights and/or obligations arising

under the contract for work made with the Contractor to third parties and for this purpose grants the Employer its consent thereto.

- (13) The parties agree that no general contractual terms and conditions of the Contractor or similar documents apply to the contractual relationship between the Employer and the Contractor.
- (14) If the subject matter of the work, or the result of the Contractor's activities is any documentation that is subject to copyright protection under the applicable legal regulations, the Contractor undertakes to ensure that from the moment of its submission to the Employer the Contractor will be entitled to freely dispose of it, and will also be entitled to grant the Customer a (sub)license. The Contractor shall prove the above to the Employer at any time upon request. Also, the Contractor hereby grants the Employer, effective from the submission of any of the Contractor's documentation to the Employer its consent for the documentation to be used in any manner, particularly for making its reproductions, its inclusion in a collected work, combining it with another copyright work, its public exhibition or publication, its changes and processing to any extent. The Contractor grants this license as an exclusive and unlimited license; the exclusivity of the license includes the fact that no license can be granted by the author or the Contractor in any form to a third party other than the Employer for the use of the Contractor's documentation subject to the said license and also that the author and the Contractor shall refrain from using the Contractor's documentation subject to the said license for a purpose other than to perform the work under the contract for work. The Employer is entitled to grant consent to a third party to use the Contractor's documentation subject to the license granted, as specified above. The Contractor is also authorized to transfer the license to a third party by a contract. The fee for such license, or the consent to grant sub-licenses is included in the price for the work.
- (15) The parties agree that if the Contractor is a foreign party, the general court of the Employer under the applicable Slovak legal regulations will be the court competent to resolve any disputes.
- (16) If the Contractor is obliged to be registered in the Register of Public Sector Partners pursuant to Act No. 315/2016 Coli. on the Register of Public Sector Partners and on Amendment to Certain Laws (hereinafter referred to as the "Act on RoPSP"), the Contractor declares that prior to the conclusion of the contract in one of the methods listed in Article 2 of these General Contractual Terms and Conditions it has met its obligation of registration in the Register of Public Sector Partners, as evidenced by an extract from such register in a separate annex to the contract for work. The Contractor undertakes to maintain its registration in the Register of Public Sector Partners valid over the entire term of its liabilities under the contract for work. If the declaration proves to be untrue or becomes untrue during the term of the contractual relationship with the Employer, the Employer is entitled to the payment of a contractual penalty of 10% of the price for the work. The Employer is also entitled to withdraw from the contract for work, or the Employer is not in default with the provision of a supply under the contract for work in the cases when an investor is authorized to do so under the Act on RoPSP. If the obligation of registration in the Register of Public Sector Partners pursuant to the Act on RoPSP also applies to the Contractor's subcontractors, the Contractor is obliged to ensure that such entities are registered with the said register before they enter into a contractual relationship with the Contractor and such registration is maintained at least over the term of their contractual relationship with the Contractor; otherwise the Employer is entitled to the payment of a contractual penalty of 10% of the price for the work. The Employer is also entitled to withdraw from the contract for work, or the Employer is not in default with the provision of a supply under the contract for work in the cases when an investor is authorized to do so under the Act on RoPSP.
- (17) If the Contractor is obliged to demonstrate that the persona! status conditions pursuant to Act No. 343/2015 Coli. on Public Procurement and on Amendment to Certain Laws (hereinafter referred to as the "PPA") have been met, in view of the fact that the Work is carried out via the public procurement process, the Contractor declares that he meets the personal status conditions as at the execution date of the contract for work and undertakes to maintain compliance with the conditions over the term of its contractual relationship with the Employer. The Contractor shall demonstrate its compliance with the persona! status conditions pursuant to the PPA by an extract from the register of economic operators kept by the Public Procurement Office in a separate annex to the contract for work. The Contractor undertakes to maintain its registration in the list of economic operators kept by the Public Procurement Office valid over the duration of its liabilities under the contract for work. If the declaration under this paragraph proves to be untrue or becomes untrue during the term of the Contractor's contractual relationship with the Employer, the Employer is entitled to the payment of a contractual penalty of 10% of the price for the work; the Employer is also entitled to withdraw from the contract for work. If the obligation to demonstrate that the persona! status conditions pursuant to the PPA have been met also applies to the Contractor's subcontractors, the Contractor is obliged to ensure that such entities are registered with the said register before they enter into a contractual relationship with the Contractor and such registration is maintained at least over the term of their contractual relationship with the Contractor; otherwise the Employer is entitled to the payment of a contractual penalty

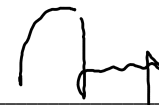
of 10% of the price for the work; the Employer is also entitled to withdraw from the contract for work.

(18) No order or subcontract will be binding on the investor. Each order or subcontract shall include an option of immediately terminating, suspending or interrupting the performance of the work.

12. Final Provisions

- (1) If any provisions of these General Contractual Terms and Conditions are or become at a later <late invalid and/or ineffective, as a whole or in part, it shall be without prejudice to the validity and/or effectiveness of the remaining provisions of the General Contractual Terms and Conditions. Modified provisions which, if legally possible, best approximate the meaning and purpose of the General Terms and Conditions shall be used instead of the invalid and/or ineffective provisions and to fill in the gaps.
- (2) The General Terms and Conditions shall be binding on the Contractor also for each subsequent contracting relationship the object of which is the performance of the work for the Employer, even if not expressly confirmed by the Contractor in the future. In such case, any modifications will only apply to the Contractor if the Contractor expressed its consent therewith. These General Contractual Terms and Conditions are also binding in the event of an early termination of the contract for work or if this contract is held to be null and void.
- (3) Any and all previous agreements between the parties shall become null and void as of the moment of signing the contract and only the agreement and terms as per the concluded contract shall apply. Similarly, no business or delivery terms of the Contractor or claims that are not covered by the concluded contract shall apply, even if such business and delivery terms or claims were part of the Contractor's offer or if the Contractor referred to them and the Employer raised no comments or objections against them.
- (4) These General Contractual Terms and Conditions shall be valid and effective from 01 February 2021.

In Bratislava, on 01 February 2021



INGSTEEL, spol. s r.o.
Ing. Ivan Bezák, PhD., Executive