

GENERAL TERMS AND CONDITIONS OF CONTRACT of MENERT spol. s r.o.

1. Introduction

- 1.1. MENERT spol. s r.o., having its seat at Hlboká 3, 927 01 Šaľa, registered in the Commercial Register maintained by the Trnava District Court, Section: Sro, File No. 16641/T (hereinafter referred to as "**MENERT spol. s r.o.**") issues these general terms and conditions of contract (hereinafter referred to as "**GTCC**") in compliance with the provisions of Section 273 of Act No. 513/1991 Coll., the Commercial Code, as amended (hereinafter referred to as the "**Commercial Code**").
- 1.2. These GTCC form an integral part of each contract for work (hereinafter referred to as "**Contract**") concluded by MENERT spol. s r.o. as the Customer and the other party as the Contractor.
- 1.3. Deviations from these GTCC are valid only if they are set out in writing in the Contract. In case of any doubts, any deviations agreed in the Contract take precedence over the provisions specified in these GTCC.
- 1.4. These GTCC are effective if the Contractor acknowledges in writing in the Contract that they are known to them or they are annexed to the Contract. It is deemed that by these legal acts the Contractor accepts them and agrees with their content and undertakes to follow them.

2. Basic Concepts

- 2.1. "Customer" means MENERT spol. s r.o.
- 2.2. "Contractor" means a natural person or a legal entity that carries out (performs) the work on the basis of the Contract concluded with the Customer.
- 2.3. "Primary Customer" means a natural person or legal entity who has entered into a specific contractual relationship with the Customer and is specified in the Contract.
- 2.4. "Primary Contract for Work" means the contract for work concluded by the Primary Customer and the Customer.
- 2.5. "Parties" mean the Customer and the Contractor.
- 2.6. "Contract for Work" means any written document of this designation, as well as any mutually confirmed proposals of the Parties complying with the essential requirements such as: the parties, subject matter of the contract, price, performance period. To avoid any doubts, an order is deemed to be such a document as well. A Contract for Work must be always in writing. This form of a legal act is required also in case of any modification or termination of the contractual relationship.
- "Work" means a creation of a particular thing, installation of a particular thing, its maintenance, performance of a repair or modification of a particular thing or a tangible result of another activity
- "Site" means the place of implementation of the Work and any roads associated with it.
- 2.7. "Bill of Quantities" means a list of tentatively defined quantities of individual items, e.g. of the materials to be used, work, etc.
- "Documentation" means a collection of documents that are needed for a proper performance of Work.

3. Commencement of Contract

- 3.1. On the basis of an order and other source documents

for the conclusion of a Contract (e.g. a quote), MENERT spol. s r.o. shall present a draft Contract to the Contractor in order to be accepted by them.

A Contract shall be deemed concluded on the day of its signing by authorized representatives of both Parties.

4. Subject Matter of Performance

- 4.1. Specification of the subject matter of performance shall be carried out individually for each work, by a written agreement of the Parties.

5. Performance Period

- 5.1. The Contractor undertakes to perform the Work within a contractually agreed period and to stick to any agreed specific partial deadlines of the performance of the Work (Work performance milestones).

If the performance period is postponed due to reasons exclusively on the side of the Customer, other agreed Work performance milestones shall be reasonably postponed as well.

The Work shall be deemed delivered upon a complete handover of its last part to the Customer. The handover and takeover of the Work shall be documented using a Handover and Takeover Report. The Work shall be taken over by the Customer's written declaration confirming the takeover of the Work without reservations, which is a part of the Handover and Takeover Report. The Contractor is obliged to invite the Customer to take over the Work no later than 3 days before the date of the Work handover.

The Work handover is performed by the Parties, the Contractor's subcontractors shall be present too. For this purpose, the Contractor is obliged to ensure the presence of authorized representatives of their subcontractors.

If the Work shows any defects during the handover session, the Customer shall not take it over or may take it over with reservations. The Customer shall describe the Work's defect in the Handover and Takeover Report (reservations). If the Contractor does not remove the Work's defects specified in the Report within a reasonable period or within the agreed period, the Work shall not be considered as completed and the Customer shall not be obliged to take the Work over. The Parties have agreed that the period of 7 calendar days shall be deemed a reasonable period.

6. Place of Performance

- 6.1. Place of performance shall be specified individually for each Contract.

7. Price

- 7.1. The price of the Work shall be set out in a particular Contract in compliance with the provisions of Act No. 18/1996 Coll., on prices, as amended, and in compliance with Decree No. 87/1996 Coll., implementing Act of the National Council of the Slovak Republic No. 18/1996 Coll., on prices, as amended. The price of the Work shall be increased by the VAT in the respective rate, as valid and effective in the moment of taxable performance.

GENERAL TERMS AND CONDITIONS OF CONTRACT of MENERT spol. s r.o.

The price of the Work includes all direct, indirect and overhead costs of the Contractor. Such a price includes all the costs of performance of the Work, e.g. transport costs, storage costs, surveying of the actual state, certificates, inspection reports, proves of waste disposal, digital map, noise and light measurements, water and atmosphere analyses, laying out of the site, costs of site occupation, excavations, operation manuals, individual tests of the Work, participation in comprehensive tests of the Work, including any and all costs needed to completely implement all the contractual activities and performance of the subject matter of the Contract, so that the Work can be accepted and used. The Contractor declares that the price is complete and has been prepared on the basis of design documentation, construction permits, opinions and decisions of the respective authorities that are substantially and technically sufficient to carry out the Work and the dimensions/quantities have been re-calculated and appraised in full extent. The Contractor is not entitled to increase the price due to any error in calculation.

Each change in the Work performance may be made by the Contractor only on the basis of a written approval by the Customer. Without the Customer's written consent in the form of a written amendment to the Contract, the Contractor is not entitled to charge higher amount than agreed in the Contract. In case of any doubts, the price of the Work is deemed final and includes any extra work.

8. Payment Terms

8.1. The Contractor is entitled and is also obliged to invoice the price of the Work (part of the Work) upon the date of taxable performance (the date when the Work or its part was completed) and the issued invoice (tax document) must be delivered by the Contractor to the Customer within 7 calendar days from the date of taxable performance.

Invoice shall be payable within 60 days from its date, provided that the procedure described in Art. 8.3 hereof is not applied.

If the Contractor fails to comply with their obligation specified in Art. 8.1 or if the invoice shows maturity period shorter than that specified in Art. 8.2, the minimum maturity period of the invoice shall be deemed to be 90 calendar days from the day of delivery of the invoice to the registered seat of the Customer.

An invoice shall be deemed paid on the day the paid amount is debited from the Customer's account as part of its transfer to the Contractor's account.

Invoices shall comply with all the requirements specified in applicable legislation. Invoices shall include the name of the Work or a part thereof, as well as the Contract number to which the invoice relates. The Customer may return the invoice if it contains incorrect information. If the Customer returns an invoice, they must specify the reason of the return. By returning an invoice, the maturity period is suspended. Based on the nature of the problem, the Contractor is obliged to correct the deficiency or to issue a new invoice. The new maturity period shall start to run from the date of

correction of the invoice or issuance of the new one. In case of incomplete Work, the Contractor shall charge to the Customer the amount of demonstrably incurred costs of the performance of the incomplete Work.

The Customer shall pay the invoice issued by the Contractor up to 90% of the Work price.

8.2. The Parties have agreed that 5% of the Work price (excl. of VAT) represents Retainage and 5% of the Work price (excl. of VAT) represents Warranty Security. The Retainage and the Warranty Security may be retained by the Customer in order to secure a proper and timely performance of the subject matter of the Contract. The Parties have agreed that the Customer is entitled to unilaterally set off against the Retainage and the Warranty Security any claims resulting from defects of the Work, contractual penalty entitlements, damages, additional costs and losses incurred by the Customer as a result of the Contractor's failure to hand the Work over in time, costs incurred by the Customer as a result of a withdrawal from the Contract, even if the Retainage or the Warranty Security is not yet payable.

8.3. The Retainage shall be paid by the Customer to the Contractor within 60 days from the handover of the Work without any defects and outstanding work and after fulfilling all duties of the Contractor arising from the Contract and/or these GTCC. The Warranty Security shall be paid by the Customer to the Contractor upon the expiry of the warranty period, on the basis of a written request of the Contractor and after fulfilling all duties of the Contractor arising from the Contract and/or these GTCC.

The Parties have agreed that the arrangements concerning the Retainage and maturity of invoices are not in gross disproportion to the rights and duties of the Contractor ensuing from the relationship and that they are duly justified, being a manner of securing that the Contractor completes the Work properly, in time and without any defects.

9. Warranty Period – Liability for Defects

9.1. The Contractor shall be liable for the compliance of the Work with the agreed quality requirements, the respective STN and EN standards, the order scope and that it shall have the agreed properties and/or parameters as specified in the Contract and in the technical part thereof.

Defect of the Work means any deviation from the quality, scope and parameters of the Work specified in the project or the Contract or in generally binding regulations or the respective standards. If the quality, scope and parameters of the Work as specified in the Customer's instructions or project documentation deviates from the respective STN standards, the Contractor is obliged to inform the Customer in writing what source documents they intend to use. The Contractor shall be liable for any defects of the Work that existed before its handover but became apparent only after the handover of the Work (hidden defects).

The Contractor shall be liable for defects present in the Work at the time of its handover to the Customer. The Contractor shall be liable for any defects that

GENERAL TERMS AND CONDITIONS OF CONTRACT of MENERT spol. s r.o.

become apparent after the handover of the Work during the warranty period.

The warranty period shall be agreed individually based on the nature of the Work. If no such agreement is reached, warranty period pursuant to the provisions of the Commercial Code shall apply. The warranty period starts on the day following the documented handover of the Work without any defects and outstanding work.

The warranty period is suspended during any period when the Customer and/or the Primary Customer cannot use the Work due to its defects, for which the Contractor is liable.

9.2. In case of any claim, the Contractor is obliged to commence removing of the defects without any undue delay, in any case within 24 hours of notification of defects, and to remove the defects at their own costs within the agreed period, otherwise within a reasonable period, taking into account the nature of the defect. If the Contractor does not eliminate the defects within the respective period, the Customer is entitled to withdraw from the Contract or to require a reasonable discount from the price of the Work. This is without prejudice to any rights to payment of contractual penalty and damages. The Customer is entitled to compensation of time when they cannot duly use the Work due to the defects, even when the Contractor eventually duly removes the defects.

The Contractor shall not be liable for defects caused by the use of source documents received from the Customer, provided that the Contractor could not – even after exerting maximum effort – identify their unsuitability and notified the Customer in writing and the Customer insisted on their use.

If requested by the Customer, the Contractor undertakes to remove also the defects, liability for which is denied by the Contractor, assuming that the issues of liability and bearing of costs shall be determined subsequently.

If the removal of defects would be associated with unreasonably high costs and such a defect does not hinder a proper use of the Work or a part thereof, the Parties may agree on an appropriate discount from the price of the Work.

A written report on defects of the Work (claim) must be submitted by the Customer to the Contractor or to a person authorized by the Contractor without any undue delay. The report must specify all the detected defects, symptoms they show and the requirements. If the Contractor finds the claim unjustified, the respective dispute shall be decided by a locally competent court.

The Contractor is obliged to conclude an insurance contract covering any damages caused by own activities. At the same time, the Contractor is obliged to assign any indemnification for the benefit of the Customer, at least in the amount equal to the contractually agreed price of the Work, unless another amount of assigned indemnification is agreed in the Contract. Failure to meet this undertaking or a termination of already concluded insurance contract during the performance of the subject matter of the Contract up to the documented

takeover of the Work shall entitle the Customer to immediately withdraw from the Contract. This is without prejudice to any right to claim damages caused by defects of the Work that could not be claimed as an insured event pursuant to the concluded insurance contract and/or if the incurred loss was higher than the assigned indemnification.

If the subject matter of the Work includes any result of activities protected by industrial and/or intellectual property rights, the Contractor provides consent with its use, modifications and/or changes, but exclusively for the Customer's purposes.

10. Liability for Damage to Health

10.1. The Contractor shall be liable to any damages to health caused to the Customer and/or their employees and subcontractors in relation to the performance of the Contract or those that were demonstrably caused by any defect of the Work.

11. Sanctions

11.1. The Contractor undertakes to pay a contractual penalty amounting to 0.05% of the price of the Work for each day (even incomplete) of delay over the agreed date of handover of the Work.

If the Contractor fails to remove the defects of the Work within the period specified in the Contract or in the GTCC, if the period is not determined within a reasonable period, the Contractor shall be obliged to pay a contractual penalty to the Customer amounting to 0.05% of the price of the Work for each day of delay.

The Customer undertakes to pay a default interest amounting to 0.02% of the outstanding amount of an invoice for each day of delay of the payment.

The Contractor undertakes to pay a contractual penalty amounting to 10% of the total price of the Work if the Work does not comply with the provisions of Art. 9.1 of these GTCC upon its takeover.

If any fine, penalty or another sanction shall be imposed on the Customer due to the Contractor's failure to observe any of their duties resulting from these GTCC or the Contract, the Contractor undertakes to indemnify the Customer in the amount equal to the imposed fine, penalty or another sanction.

If the Contractor shall be in delay with removing any defects or outstanding work within the agreed period of time, or within the defined period of time, the Customer shall be entitled to demand from the Contractor the payment of a contractual penalty of EUR 100 for each defect and each day of delay with their removal (even incomplete).

If the Contractor does not start with performing the Work within the period of time agreed in the Contract, the Customer shall be entitled to demand the payment of a contractual penalty of EUR 100 for each day of delay (even incomplete).

If the Contractor does not start to remove defects and/or outstanding work within the agreed period of time or when the Contractor's delay continues without justification, the Customer shall be entitled to ensure the removal of defects and/or outstanding work through a third party, at the costs of the Contractor. The Customer shall be entitled to use the

GENERAL TERMS AND CONDITIONS OF CONTRACT of MENERT spol. s r.o.

retained funds to cover the costs of removal of defects and/or outstanding work by a third party whereby the Contractor's right to be paid such retained funds ceases to exist. This is without prejudice to the right of the Customer to obtain payments of contractual penalties.

For the purposes of calculation of the amount of contractual penalty: if the contractual penalty is agreed on the basis of a percentage of the price of the Work, the price of the Work is the amount specified in the Contract or resulting from the Contract as the total price exclusive of VAT, if a fixed price of the Work has been agreed; otherwise, it is the amount specified in the Contract or resulting from the Contract as the highest permissible price of the Work (that cannot be exceeded) exclusive of VAT, or the amount specified in the Contract and/or resulting from the Contract as the total expected price of the Work, exclusive of VAT.

Determination of a contractual penalty is without prejudice to the right to claim damages. The Contractor is obliged to pay the contractual penalty even if the violation of their obligation has not been caused by them.

12. Rights and Duties of the Contractor

12.1. The Contractor is entitled to perform the work in their own name, at their own costs and own responsibility.

The Contractor undertakes to perform the Work within the scope and in the quality defined in the Contract and the design documentation, or with agreed changes thereto, in accordance with building permits and other permits needed for the construction, opinions of the respective organizations and state authorities, mandatory legislation, valid standards, particularly STN and EN standards, as well as with instructions and internal regulations of the Customer, with which the Contractor has been acquainted. All inspections, tests, measurements that must be carried out before starting a comprehensive testing, including a comprehensive testing, form a part of the Work.

The Contractor is obliged to perform the Work within the period of time agreed in the Contract. If the nature of the Work allows to do so, the Contractor may complete the Work before the agreed time.

If the Contractor's undertaking to perform the Work ceases to exist in any way other than by its completion, the Contractor shall be obliged to provide the Customer with documents necessary to use the Work in relation to the performance that has already been completed.

If the Contractor is notified of any defective performance by the Customer during the Work implementation, the Contractor undertakes to remove any such defective performance and to perform the Work in a due manner, i.e. in accordance with the conditions agreed in the Contract, within the period of time determined by the Customer.

12.2. The Contractor shall be obliged to perform the Work by themselves.

The Contractor may delegate the performance of

Work to another person only on the basis of an explicit written consent of the Customer, certified by the Customer's statutory body. When the Work is performed by another person, the Contractor bears the same liability as if the Work is performed by them. The Contractor undertakes to ensure that the confidential information shall be disclosed exclusively to those employees who need to know it in order to fulfil their working activities and that these employees shall be bound by confidentiality obligation in relation thereto.

The Contractor shall ensure that any third parties participating in the performance of the Work shall keep any such information confidential as well.

The Contractor may not copy or reproduce the confidential information in excess of the justified necessity.

The Contractor is obliged to observe occupational safety and health regulations, fire protection regulations, environmental protection regulations and regulations on work inspections and illegal work and employment.

The Contractor undertakes to notify the Customer of any complaints or other suggestions of third parties in connection with the performance of Work or construction, without any undue delay after becoming aware of them.

The Contractor has the right to obtain payment of the contractual price pursuant to these GTCC or pursuant to the Contract.

12.3. The Contractor is obliged to observe the deadlines for the commencement and handover of the Work, as specified in the Contract.

The Contractor is obliged to maintain the access roads used to deliver material and machinery clean. Any damages incurred as a result of the failure to meet this obligation shall be paid by the Contractor.

The Contractor shall be responsible for the Site cleanliness and order, as well as for the protection of the surrounding environment, including the observance of night-time and Sunday quiet period and undertakes to continuously dispose of any waste resulting from their activities, at their own costs. If the Contractor fails to dispose of such a waste continuously, the Customer may dispose of such waste at the costs of the Contractor.

When performing the Work, the Contractor is obliged to observe all conditions of the building permit and of all opinions and decisions of state authorities and other organizations, which form part of the design documentation, and shall cover any damages resulting from their failure to observe requirements and instructions specified in the respective opinions and decisions.

If it will be necessary to place any traffic signs in accordance with the regulations on road traffic, whether it be in connection to the commencement of performance of Work or at any time during its implementation, these tasks shall be arranged and covered by the Contractor at their own account, as part of the total price for the Work. The Contractor must present any such temporary traffic signs to the traffic committee for approval.

The Contractor is obliged to observe and instructions of the Customer and to act precisely and consistently

GENERAL TERMS AND CONDITIONS OF CONTRACT of MENERT spol. s r.o.

in compliance with such instructions and orders, provided that they are not contrary to the approved design documentation.

Starting from the takeover of the Site, the Contractor is obliged to keep site logbook. Details are specified in Art. 14 of these GTCC. If the Contract requires that the Contractor keeps installation logbook as well, the provisions on the site logbook shall be applicable, to a reasonable extent, to the installation logbook as well.

The Contractor may use the Site areas only for the purposes related to the performance of the Work. Only the access roads specified in the Site handover/takeover report or those specified by the Customer may be used to enter/exit the Site. Only the areas specified by the Customer may be used by the Contractor for parking of vehicles on the Site.

If the Contractor has any comments on the types of work specified in the design documentation, or the manner of their performance, the Contractor must notify the Customer of them in writing without any undue delay. Having done so, the Contractor shall not be relieved of their liability for the performance of the Contract.

The Contractor is obliged to remove any damage caused by them as part of the implementation of the Work, either by restoring the damaged thing to its original state or by paying a full compensation of the caused damage to the person who incurred the damage.

12.4. The Contractor shall be obliged to provide the Customer with a User Guide related to the Work or a part thereof, within 30 days of signing of the Contract.

The Contractor shall be obliged to clean up the site within the period of time specified in the report of handover and takeover of the Work.

The Customer may at any time request that the Contractor immediately removes a subcontractor who, according to the Customer, is not fit to fulfil duly their obligations or is negligent. The Contractor shall replace any such removed subcontractor by another subcontractor as soon as possible. By removing a subcontractor, neither deadlines for the completion of the Work nor the contractual price shall be changed.

On the Customer's request, the Contractor shall be obliged to allow any authorized employees of the Customer to carry out an audit focusing on the verification of process control compliance, where a potential effect on the Work quality, environment and occupational safety and health is possible.

If the Customer requires that work and deliveries should be carried out that are not a subject matter of the Contract, the Contractor undertakes to perform such work and deliveries and subsequently the Customer and the Contractor shall agree on a Supplement to the Contract. The Contractor is obliged to commence the implementation of such work no later than within 3 days of the Customer's request.

If the Contractor becomes excessively indebted or insolvent, the Contractor shall be obliged to notify of such a fact the Customer within 5 days of the day

when the Contractor became excessively indebted or insolvent.

The Contractor declares that as of the date of signing of the Contract, they are not registered/published in the respective list maintained by the Financial Directorate of the Slovak Republic pursuant to Section 69(14)(b) of the currently valid VAT Act and/or no reasons for a cancellation of their registration occurred pursuant to Section 81(4)(b) of the currently valid VAT Act. If the Contractor shall be published in such a list and/or if reasons for a cancellation of their registration occur, pursuant to the currently valid VAT Act, the Contractor shall be obliged to notify the Customer of such circumstances within 3 days of such occurrence.

The Contractor declares that all their employees participating in the performance pursuant to the Contract are employed by the Contractor in conformance with all the legal regulations. At the same time, the Contractor declares that any third party participating in the performance pursuant to the Contract employs all their employees participating in the performance pursuant to the Contract in conformance with all the legal regulations. The Contractor undertakes to provide the Customer with relevant documents proving that their employees participating in the performance pursuant to the Contract are employed in conformance with the law (the respective confirmations issued by the Social Insurance Agency) within 5 days before they start to carry out activities pursuant to the Contract.

Within 7 working days of the Customer's request, the Contractor undertakes to indemnify the Customer for any costs associated with any imposed penalty for the violation of the prohibition to accept any service provided by the Contractor through a natural person employed illegally by the Contractor or by any third party participating in the performance pursuant to the Contract.

13. Rights and Duties of the Customer

13.1. The Customer is obliged to hand over the Site to the Contractor, in a documented manner, in the state complying with the design conditions.

The Customer is obliged to provide the Contractor with documentation needed for a proper fulfilment of the Contractor's obligations. This relates to documentation that cannot be acquired by the Contractor without the Customer's assistance.

The Customer is obliged to take over a duly completed Work within a period of time determined pursuant to the Contract.

13.2. The Customer may require that the Contractor presents a liability insurance contract covering the Contractor's activities.

The Customer is entitled to inspect all works and structures that may get subsequently covered or that may become inaccessible. Consent with covering the works shall be given by the Customer in the form of a record in the site logbook.

Due to reasons on the side of the Customer, the Primary Customer, third persons or due to hidden obstructions on the site, the Contractor may be instructed by the Customer to suspend the performance of the Work for the period of duration of

GENERAL TERMS AND CONDITIONS OF CONTRACT of MENERT spol. s r.o.

these obstructions hindering the performance of the Work. Unless agreed otherwise, the Constructor shall continue in performing the work based on a request by the Customer when the obstructions are removed. The Contractor and the Customer shall agree on postponement of Work implementation milestones, reflecting the duration of such obstructions.

The Customer's authorized representative must be allowed to inspect the Work at any level of completeness; the Contractor is obliged to allow the Customer to enter in the production premises, storage premises and any other premises where the performance of the Work takes place, in order to check the performance of the Contract. If the Customer identifies that the Contractor violates their duties, they will be entitled to request that the Contractor removes any defects caused by improper performance of the Work and performs the implementation in an appropriate manner.

The Customer reserves the right to request that the Contractor carries out any partial performance within the Contract through a third party identified by the Customer. Such a right must be exercised within 30 days of signing of the Contract. In such a case, the Contractor shall be obliged to enter into a contractual relationship with the specified party. If such a nomination is exercised, the price of the Work shall be adjusted (increased/decreased) by the difference between the price of the nominated sub-delivery and the respective price of the Work or the respective unit prices. By exercising nomination in relation to any sub-delivery, the Contractor shall not become entitled to obtain any additional fee for coordinating the work. The Contractor shall be liable for any acts of the nominated subcontractors as if they were the Contractor's own acts.

- The Customer's project manager is, among other things, entitled to instruct the Contractor about the manner of performance of the Work, particularly: to order any performance of additional tests or quality verification, suspension of any work or a part thereof, removal and/or replacement of work and/or material not compliant with quality requirements of the Customer.

The Customer is obliged to withhold and retain any sum equal to the amount of VAT from each invoice issued by the Contractor if the Contractor is or shall be registered/published in the respective list maintained by the Financial Directorate of the Slovak Republic pursuant to Section 69(14)(b) of the currently valid VAT Act and/or reasons for a cancellation of their registration occurred pursuant to Section 81(4)(b) of the currently valid VAT Act.

The Customer is entitled to refuse to pay any payable price of the Work or a part thereof if the Contractor is in delay with the performance of their obligations pursuant to the Contract or these GTCC.

The Customer is entitled to set off their payable monetary receivables resulting from the liability of the Contractor for defects against the Contractor's entitlement to the Retainage. Within the scope of any such set-off, the Contractor's entitlement to the Retainage ceases to exist.

The Customer is entitled to request that the

Contractor presents any relevant documents proving a legal employment status of their employees (the respective confirmation issued by the Social Insurance Agency) who participate in the performance pursuant to the Contract.

14. Site Logbook

14.1. The Contractor shall maintain a Site Logbook at the place of performance of the Work. The logbook shall contain all information decisive for the performance pursuant to the Contract.

The Site Logbook has numbered pages. No skipping is permissible and no pages may be torn out from the logbook. The Contractor is obliged to maintain the Site Logbook at least in two copies. One copy shall be always handed over to the Customer no later than in the beginning of working hours on the day following the day of making of record and the second one shall be usually kept separately from the original, in order to be usable as a replacement of the original in case of its loss, theft or destruction.

During the working hours, the Site Logbook must be permanently accessible. Records in the logbook may be written exclusively by:

- Person nominated for these purposes by the Contractor;
- The Customer's construction supervisor and/or his/her substitute or another authorized representative of the Customer;
- Authorship supervisor;
- Representative of the state construction supervisory authority;
- Representative of the Work designer.

14.2. No later than before commencing the performance of the Work, the first record in the Site Logbook shall be done by the Contractor, nominating the employee who shall represent the Contractor on Site where the Work is performed. His/her name shall be also provided to the Customer.

Each record in the Site Logbook shall be signed by the representative of the Contractor nominated in accordance with paragraph 14.4 of this Article and by the nominated representative of the Customer.

The Parties undertake to write opinions in the Site Logbook to any records, for which any of the Parties shall ask them to do so, within 3 business days. If any Party fails to write their opinion within 3 business days on a specific record in the Site Logbook, such record shall be deemed approved. A request for opinion shall be made in the form of record in the Site Logbook.

14.3. The Contractor shall be obliged to request the Customer to inspect any work that will become inaccessible by any subsequent performance. Such a request shall be made in the form of a record in the Site Logbook. At the same time, the request shall be sent to the Customer electronically. If the Customer does not appear to inspect the work in question without any material written justification within 3 business days after being requested to do so by the Contractor, such work shall be deemed inspected. The Customer shall be obliged to settle the costs of making any works accessible subsequently, if such access is requested by the Customer, only if it turns out that the work was carried out in compliance with the Contract and these GTCC.

15. Occupational Safety and Health; Fire Protection and Environmental Protection

15.1. The Contractor is obliged to comply with all mandatory legislation governing occupational safety and health.

Employees of the Contractor are obliged to carry out work, operate equipment and use tools, materials and other resources in a usual manner and for the purposes, for which they are intended, and also in compliance with the knowledge and skills acquired as part of their qualifications.

If the operation of certain machines and equipment and performance of certain activities requires obtaining of a defined level of qualifications or experience, as set out by special regulations, any Contractor's employee is authorized to operate them or perform such activities only if he/she complies with the conditions set out by a special regulation.

The Contractor's employees are authorized to be only in those areas of the Site where they fulfil their professional duties and in places designated by the Customer.

The Contractor's employees are obliged to keep the Site clean and in order.

15.2. The Contractor is obliged to arrange training, re-training and familiarization with mandatory regulations and the rules ensuring occupational safety and health for all their employees active on the Site.

The Contractor is obliged to immediately notify the Customer of any risks related to the safety and health on the Site known to them. In case of any immediate danger, the Contractor is obliged to perform tasks to prevent any damages and to immediately notify the Customer of the situation. The Contractor shall reasonably inform their employees who shall fulfil their disclosure duty by directly notifying the Customer.

The Contractor is obliged to procure any necessary protective equipment for their employees and is obliged to require and check that they are used.

The Contractor is obliged to comply with the provisions of applicable legislation on recording and registration of work-related injuries.

The Contractor is obliged to comply with all the applicable legislation on fire protection.

15.3. For the purposes of these GTCC, the Contractor's employees are deemed to include all persons entrusted by the Contractor with any work on the Site or allowed by the Contractor to enter the Site.

The Customer is entitled to carry out inspections of compliance with occupational health and safety regulations on the Site by the Contractor's employees.

If any duty of the Contractor or their employee imposed in this Article of the GTCC is violated by the Contractor or their employee resulting in any injury, illness, fatality or any damage, the Contractor shall bear the full responsibility.

When handling with any waste generated during the performance of the Work, the Contractor undertakes to observe any applicable legislation on waste disposal. The Contractor is obliged to ensure that the

waste is handled in accordance with any mandatory legislation. The Contractor undertakes to provide the Customer with documents proving the disposal of such waste.

If any work is to be carried out from areas open to public, the Contractor is obliged to secure the site in such a manner that the health of persons is not put in risk, no damages can be caused on any persons' property, land, movable things or real property.

The Contractor is obliged to perform the Work in such a way that any technology or equipment used does not impair the site environment or the surrounding areas to unacceptable extent. Particularly the following negative effects should be considered: harmful exhalations, noise, heat, shocks, vibrations, dust, bad smell, pollution of waters, lighting, shadowing, etc. The Contractor may impair the environment to unacceptable extent only exceptionally and only on the basis of a permit issued by the respective state authority.

Employees of the Contractor and/or employees of the Contractor's subcontractor must be, among other things, equipped with high-visibility vests showing the Contractor's name or logo and must wear these vests all the time when they perform the work.

16. Force Majeure

16.1. A failure to perform the Contract by any of the Parties is acceptable if such a Party demonstrates that such non-performance was caused by an obstacle out of their control and that the occurrence of the obstacle, warding off or overcoming of its consequences by the Contractor could not be reasonably expected when concluding the Contract.

If such an obstacle is temporary, the non-performance is acceptable only for the period of existence of the obstacle's effects on the performance of the Contract.

The non-performing Party shall be obliged to immediately notify the other Party of the obstacle and its effects on the Party's ability to perform. If the other Party does not receive the notification within a reasonable period of time, in any case no later than 10 business days after the non-performing Party became aware or should have become aware of the obstacle, the Party that violated their obligation pursuant to this paragraph hereof shall be responsible for any losses resulting from such failure to notify the other Party.

The provisions of this Article do not prevent the Parties to exercise their right to withdraw from the Contract, if the event of force majeure lasts for more than 2 months. The Parties shall provide each other with their fulfilment within 30 days of delivery of the withdrawal notice to the other Party. If the Parties cannot provide each other with their fulfilment, they are obliged, within the same period of time, to provide each other with monetary fulfilment based on a justified quantification by the other Party.

As agreed by both Parties, events of force majeure shall include but not limited to natural disasters, epidemics, revolutions, rebellions, sabotages, terrorism, mobilization and wars.

17. Ownership Title

17.1. Ownership title to the Work and any risk of damage to the Work shall pass to the Customer on the date of a handover and takeover of the Work, documented in writing and without any reservations. If the Contractor performs the Work at the Customer, on the Customer's land or on a land acquired by the Customer, the Customer is its owner, but the risk of damage shall be borne by the Contractor until a handover and takeover of the Work without any reservations. The Contractor shall be liable for damages on the property of the Customer, the Primary Customer or third parties as a result of the Contractor's activities. If the subject matter of the Contract includes maintenance, repair or modification of a thing, the risk of damage shall pass to the Contractor. The ownership title, however, does not pass to the Contractor.

The Contractor declares that no material and equipment supplied by them and needed in order to perform the work are encumbered by any rights of third parties; these materials and equipment are owned by the Contractor.

18. Confidentiality Obligation

18.1. The Contractor undertakes to keep confidential any information acquired during the performance of the subject matter hereof.

Confidentiality obligation applies to all information acquired during the performance of the Contract, except for: information of public knowledge at the time of conclusion of the respective Contract; or information that become a part of public knowledge by their publication by the owner; information that were demonstrably owned by the disclosing party before concluding the respective Contract; information disclosed by a third party, whose right of disclosure is unrestricted.

18.2. The Contractor undertakes to disclose the information only to their own employees and to employees of their subcontractors who shall use them when performing duties resulting from the subject matter of the Contract. The Contractor is obliged to ensure that the employees are subject to confidentiality obligation complying with the scope hereof.

Without a prior written consent of the Customer, the Contractor undertakes not to use the information provided by the Customer for purposes other than those, for which the information was disclosed. When requested to do so by the Customer, the Contractor undertakes to return all information provided on tangible media and their copies.

18.3. The Parties have agreed that any information on the subject matter of the Contract and the price of the Work pursuant to the Contract shall be deemed confidential.

The Contractor declares that the scope of confidentiality obligation is clear and acceptable to them and that they will adhere to it. In case of its violation resulting in any damage to the Customer, an indemnification may be requested by the Customer.

The Contractor undertakes not to provide the results achieved when performing the subject matter of the Contract or in connection therewith to any third party, without having a prior written consent of the Customer.

Liability for any violation of the provisions of Art. 18 of these GTCC shall be borne by the Contractor and/or their employees and employees of any subcontractor, in accordance with any applicable legislation (including any criminal liability). At the same time, if the Contractor violates these duties, they shall be obliged to pay to the Customer a contractual penalty of EUR 20,000. This is however without prejudice to any rights to claim damages in a separate proceedings.

Provisions of Art. 18 of these GTCC shall remain valid for the period of 20 years from the termination of this Contract.

19. Intellectual Property Protection

19.1. If any activities result in patent protection, the patent rights and any know-how shall pass exclusively to the Customer. This shall affect in any way the rights of originator. Patent protection of the inventions in question shall be arranged by the Customer. Licence agreements with third parties concerning such inventions may be concluded by the Customer only.

The Contractor undertakes that if any of their employees or another person who has an employment relationship with the Contractor in accordance with Section 11(1)

of Act No. 435/2001 Coll., provides them with a notification of invention, the Contractor shall immediately inform the Customer about it. At the same time, the Contractor shall provide the Customer with all source documents needed to exercise the rights related to the solution by the originator.

The Parties have agreed that by this Contract, all rights belonging to the Contractor, as an employer, on the basis of Act No. 435/2001 Coll., are hereby assigned to the Customer and the Customer accepts such assignment.

Similarly and in accordance with the respective legislation as quoted in Art. 19.2 and 19.3, the Parties shall proceed in case of any proposed improvement and know-how, utility designs, designs and other industrial rights.

The Contractor declares that they waive any rights from industrial property in relation to the completed Work.

19.2. These provisions do not affect any rights of the originators of any things subject to industrial property protection who are employed by the Customer. The rights of originators or co-originators employed by the Contractor shall be settled by the Contractor in accordance with Section 11(5) of Act No. 435/2001 Coll.

If the Contractor violates any of their obligations specified in paragraphs 19.2 through 19.5 of this Article, the Contractor undertakes to indemnify any Customer's loss resulting from such a violation, including any lost profits.

The obligation of the Parties to reward the originator of the invention is subject to Slovak legislation.

GENERAL TERMS AND CONDITIONS OF CONTRACT of MENERT spol. s r.o.

The Contractor declares that the Work is authentic and does not infringe any industrial property rights. By signing the Contract, the Contractor provides the Customer with a consent to perform changes in the Work.

20. **Withdrawal from Contract**

The following violations of the Contract shall be considered as material violations by the Parties: if the party violating the Contract, considering the purpose of the Contract arising from its content or the circumstances under which the Contract was concluded, knew or could reasonably expect that the other Party would not be interested in performance when the Contract is thus violated; if the Work is not duly and timely handed over in accordance with the Contract or these GTCC; if any Customer's inspection of performance of the Contract reveals serious deficiencies, or if pure performance of the Work results in a production shutdown or if occupational safety is endangered, if the violation concerns the confidentiality obligation, Art. 18 of these GTCC or any occupational safety and health or fire protection regulations.

- If the Contract is violated due to a defective performance the Customer shall be entitled to request removal of defects, reasonable discount from the price of the Work,
- or to withdraw from the Contract.

Apart from these entitlements, the Customer can claim damages and contractual penalty.

The Customer may also withdraw from the Contract in case of termination or expiry of the primary contract for work.

In case of non-compliance with the obligation to present documents on legal employment within the period of time specified in Art. 12.30 of these GTCC and/or if the declaration of the Contractor specified in Art. 12.30 of these GTCC proves to be untrue, the Customer reserves the right to withdraw from the Contract due to a material violation of the Contract. This is without prejudice to the Customer's right to claim damages.

In case of a material violation of the Contract, the withdrawal becomes effective on the date of delivery of the written notice of withdrawal to the Contractor. In case of any doubts, the 3rd day from the dispatch of the written notice of termination shall be considered as the date of its delivery. In case of any other violation of the Contract, the Customer may withdraw from the Contract if the Contractor does not perform their obligation, even within a reasonable grace period provided by the Customer for such purposes, or agreed in writing by the Parties. In case of any doubts, the 3rd day from the dispatch of the written notice of termination shall be considered as the date of its delivery.

If a delay of the Contractor relates only to one part of a due obligation, the Customer entitled to withdraw from the Contract in relation to the performance in question or in relation to the entire Contract.

- 20.2. The Parties shall provide each other with their fulfilment within 30 days of delivery of the withdrawal notice to the other Party. If the Parties cannot provide each other with their fulfilment they are obliged, within the same period of time, to provide each other with

monetary fulfilment based on a justified quantification by the other Party.

21. **Notice of Termination**

- 21.1. If the Contract is concluded for indefinite period, any Party may terminate the Contract, the notice period being 3 months, unless agreed otherwise, commencing from the first day of the month following the month in which the notice was delivered to the other Party.

In case that the Contract is terminated pursuant to this Article by the Customer, the Contractor is obliged to indemnify any actual damage and lost profit of the Customer resulting from any prolongation of the Work implementation period. At the same time, the Contractor undertakes to provide the Customer with a compensation amounting to the difference between the contractual price agreed in the Contract and the actual price of completion of the Work.

Termination of the Contract or any expiry of the Contract does not affect any payment of contractual penalty, damages and lost profits.

22. **Final Provisions**

- 22.1. The Contract as well as any legal relationships arising from it are governed by the legislation applicable in the Slovak Republic, primarily by the Commercial Code, as amended.

Any disputes that may arise from this Contract, including disputes related to its validity, interpretation or termination, shall be decided by a Slovak court having the respective substantive and local competence.

- 22.2. Even if individual points of this Contract are legally ineffective, the other parts of the Contract remain binding and the Parties undertake to replace the ineffective or invalid provisions by new provisions within 10 business days, unless agreed otherwise.

By signing the Contract, the Contractor declares, in accordance with Section 401 of Act No. 513/1991 Coll, the Commercial Code, as amended, that the time of expiration of the Customer's rights is hereby prolonged to ten years.

The Contractor is entitled to assign to any third-party receivables due by the Customer resulting from the Contract only with a prior written consent of the Customer.

The Parties declare that no provision of the Contract or these GTCC can be considered unfair contractual provision or unfair business practice.

Any changes of this Contract shall be valid only if they were agreed in writing in the form of Supplement to the Contract and signed by authorized representatives of both Parties. Any such supplements shall form an integral part of the Contract.

These GTCC become valid from 15 June 2016 and effective from 1 July 2016.

GENERAL TERMS AND CONDITIONS OF CONTRACT of MENERT spol. s r.o.

In Šaľa, on 15 June 2016

MENERT spol. s r.o.
Ing. Miroslav Wöllner, CEO

MENERT spol. s r.o.
Ing. Marta Wöllnerová, CEO