

GENERAL CONTRACTUAL TERMS AND CONDITIONS
of the joint stock company
Duslo, a.s.

Purchase

valid from 01 December 2017

1. Introduction

- 1.1 These General Contractual Terms and Conditions (hereinafter referred to as the "GCTC") form an integral part of the Contract for Work/the Purchase Contract (hereinafter referred to as the "Contract") entered into between Duslo, a.s. as the Customer/Buyer and the other Contracting Party as the Contractor/Seller. Unless otherwise agreed by the Contracting Parties in writing, the application of general terms and conditions of the other Contracting Party or any other general terms and conditions is hereby explicitly excluded.
- 1.2 Any derogations from these GCTC shall be valid only provided that the Contracting Parties agree so in writing.
- 1.3 The Customer/Buyer reserves the right to unilaterally change and amend these GCTC and the changed or amended GCTC shall come into force and effect once they are notified to the other Contracting Party in writing.
- 1.4 In case of any doubt the provisions of the Contract shall take precedence over the provisions of its schedules.

2. Conclusion of the Contract

- 2.1 On the basis of an order and documentation necessary for concluding of the Contract (e.g. quotation, technical specification) the company Duslo, a. s. shall submit a draft contract to the Contractor/Seller for acceptance.
- 2.2 Pursuant to these GCTC the Contract shall be deemed to have been concluded:
 - (i) on the day when the written version of the Contract is signed by the authorised representatives of the Contracting Parties, or
 - (ii) on the date of delivery of the written confirmation of the Contractor/Seller through which the Contractor/Seller accepts the conditions proposed by the Customer /Buyer in the order and in these GCTC.

3. Subject Matter of the Contract

- 3.1 The subject matter of the Contract is the obligation of the Contractor/Seller to execute for the Customer the work in a due and timely manner/to deliver to the Buyer the goods in a due and timely manner and transfer to the Customer/Buyer the title to the work/goods and the obligation of the Customer/Buyer to pay the Contractor/Seller the price of the work/purchase price.
- 3.2 The Contractor/Seller is obliged to execute the work/to deliver the goods according to the specification agreed in the Contract and deliver along with the work/goods the respective documentation required by the legal regulations for the purpose of due and safe use of the work/goods.
- 3.3 Unless otherwise agreed by the Contracting Parties, the Contractor/Seller is not entitled to perform the subject matter of the Contract partially.

4. Period of Performance

- 4.1 The Contractor/Seller undertakes to execute the work in a due manner/to deliver the goods in a due manner within the agreed period of performance and to meet the interim deadlines agreed in the Contract.
- 4.2 Any failure to meet the period of performance shall be considered a material breach of the Contract.
- 4.3 The work shall be deemed to be executed once it is duly completed and handed over by the Contractor to the Customer as a whole at the agreed place and within the agreed period of performance. The respective report shall be drawn up on handover and takeover of the work. The work shall be deemed to have been taken over by the written declaration of the Customer regarding takeover of the work with no reservations in the work handover and takeover report. The Contractor is obliged, taking into account the nature of the work, to request that the Customer take over the work no later than 3 days before the deadline for

handover of the work. The goods shall be deemed to have been duly delivered once the Buyer, after the obligation becomes due, obtains the possibility of handling the goods, including the respective documentation, at the place of delivery of the goods and takes over the goods free of defects on the basis of the delivery note signed by the authorised representatives of the Contracting Parties.

- 4.4 If, at the time of takeover procedure the work/goods shows/show defects, the Customer/Buyer shall not take over the work/goods, or the Customer/Buyer shall take it/them over and describe the defects that do not prevent from proper and safe use of the work/goods in the takeover report. In the case that the Contractor/Seller fails to remedy the defects of the work/goods specified in the report within the reasonable period, or within the agreed period provided that it has been agreed, the work/goods shall not be deemed to have been completed/delivered and the Customer/Buyer is not obliged to take over the offered work/goods.

5. Place of Performance

- 5.1 Unless otherwise specified by the Contract, the place of performance is Duslo, a.s.

6. Price of Work/Purchase Price of Goods

- 6.1 The price of work/purchase price of the goods is determined separately by a written agreement of the Contracting Parties and includes all costs of the Contractor/Seller associated with proper execution/proper delivery of the work /goods. VAT is not included in the price, unless otherwise stipulated by the Contract.
- 6.2 The right of the Contractor/Seller to be paid the price of work/purchase price of goods shall arise only after the proper execution of the work/proper delivery of the goods.
- 6.3 The Customer/Buyer is required to pay the price of the work/purchase price of the goods only against an invoice issued by the Contractor/Seller and delivered to the Customer/Buyer along with the annex containing the documents proving fulfilment of the subject matter of the Contract, signed by both Contracting Parties.
- 6.4 Each change to the agreed price of the work/purchase price of the goods is to be approved both by the Contractor/Seller and the Customer/Buyer. Without the written consent of the Customer/Buyer in the form of an amendment to the Contract, the Contractor/Seller is not entitled to charge a higher amount than the one contractually agreed. For the avoidance of doubt it is hereby clarified that any extra work is included in the agreed price of the work/purchase price of the goods, unless otherwise agreed.
- 6.5 The day when the respective amount is debited from the account of the Customer/Buyer in favour of the account of the Contractor/Seller shall be deemed to be the day of payment of the price of the work/purchase price of the goods.
- 6.6 The Customer/Buyer is not obliged to pay the price of the work/purchase price of the goods that constitutes the discount from the price of the work/purchase price of the goods claimed by the Customer/Buyer by reason of defects of the work/goods.

7. Payment Terms

- 7.1 The Contractor/Supplier is entitled and also obliged to invoice the price of the work/a part thereof/ on the day of taxable performance /delivery of the work/ and deliver the issued invoice to the Customer within 7 days after the taxable performance.
- 7.2 The invoice is due and payable within 60 days of the date of its delivery to the Customer/Buyer.
- 7.3 The invoices must contain the particulars prescribed by the applicable legal regulations. Each invoice must also contain the identification of the work/goods or the part of the work/goods which the invoice relates to. The Customer/Buyer is entitled to return the invoice containing incorrect data. When returning the invoice, the Customer/Buyer must also state the reason. Upon return of the invoice the maturity period shall be suspended. The Contractor/Seller is obliged to correct the invoice, depending on the nature of incorrectness, or to re-issue the invoice. The entire maturity period shall begin to run again from the date of delivery of the corrected or newly issued invoice to the Customer/Buyer.
- 7.4 The Contractor/Seller may neither transfer the rights and obligations arising from the Contract nor assign the receivable arisen from the Contract without the prior written consent of the Customer/Buyer.
- 7.5 If, at any time after conclusion of the Contract and prior to termination of the Contract,
- a) the reasons for deregistration for the purpose of value added tax under the second clause of Section 81(4)(b) of the Act on VAT occur at the Contractor/Seller, and/or the Contractor/Seller is published in the respective list of VAT payers maintained by the Financial Directorate of the Slovak Republic, and/or
 - b) the statutory body, a member of statutory body or a member of the Contractor/Seller becomes the statutory body, a member of statutory body or a member of the Customer/Buyer, except if the contractor is the company in which the Buyer holds a direct participating interest or if the

Contractor/Seller is the company holding a direct participating interest in the company of the Customer/Buyer, and/or

- c) the Contractor/Seller is in liquidation, the insolvency proceedings or restructuring proceedings are initiated against the Contractor/Seller, the Contractor/Seller undertakes, no later than within 3 days after occurrence of such circumstances, notify the Customer/Buyer of the circumstances. If the Contractor/Seller fails to notify the occurrence of any of the circumstances set forth under a), b) and c) of this Clause to the Customer/Buyer in writing within the above period, the Customer/Buyer is entitled to charge the Contractor/Seller a contractual penalty of 15% of the agreed price of the work/purchase price of the goods excluding VAT. The Contractor/Seller is obliged to pay the contractual penalty charged by the Customer/Buyer within 14 days following the day of written demand thereof. The payment of the contractual penalty shall be without prejudice to the right of the Customer/Buyer to full compensation of damage incurred. The contractual penalty shall not be included in the compensation of damage.

8. Warranty Period – Liability for Defects

- 8.1 The Contractor/Seller is liable that the executed work/delivered goods shall correspond to the agreed quality, the respective STN standards, the ordered scope, and that it shall have the features or parameters specified in the Contract and in the technical part of the Contract.
- 8.2 The Contractor/Seller is liable for defects that the work/goods shows/show at the time of handover to the Customer/Buyer. The Contractor/Seller is liable for the defects manifested no sooner than after handover of the work to the extent of the provided warranty.
- 8.3 The warranty period is to be agreed individually according to the nature of the work/goods. In the absence of such agreement the warranty periods pursuant to Act No. 40/1964 Coll. as amended of the Civil Code (CC) shall apply. The warranty period shall start from the day following the day when the work/goods is/are taken over.
- 8.4 In the case of a complaint the Contractor/Seller agrees to start the remedy of defects without undue delay, but no later than within 24 hours after the notification of defects, and to remedy the defects at its own expenses within the agreed period, otherwise within the reasonable period, taking into account the nature of the defect, but no later than within 10 calendar days after the day when the complaint relating to the defects of the work/goods is lodged. If the Contractor/Seller fails to remedy the defects of the work/goods within the aforementioned period, the Customer/Buyer is entitled to withdraw from the Contract, or to demand a reasonable discount from the price of the work. This is without prejudice to the right to the contractual penalty and compensation of damage. The Customer/Buyer shall have this right also for the period during which it cannot use the work by reason of defects also if the Contractor /Seller manages to remedy the defects in a due manner.
- 8.5 The Customer/Buyer is obliged to lodge a complaint relating to the defects of the work/goods in writing (e.g. via fax, by a letter,...) with the Contractor/Seller or with the person authorised by the Contractor/Seller without undue delay. The Customer/Buyer shall state in the complaint all identified defects, how they manifest themselves, and its claims arising from the defects of the work/goods.
- 8.6 The Contractor/Seller is obliged to take out an insurance policy regarding insurance against damage caused by performance of its activities, provided that the Customer insists on this condition at the time of conclusion of the Contract. The Contractor/Seller is also obliged to pledge the insurance benefit of an insurance agency in favour of the Customer/Buyer in the amount at least equal to the contractual price of the work/purchase price of the goods, unless the different amount of the pledged insurance benefit is agreed in the Contract. The failure to meet the above obligation as well as the termination of already taken out insurance policy during performance of the Contract until the work/goods are taken over in writing shall constitute the reason for withdrawal from the Contract with immediate effect by the Customer/Buyer on the grounds of a material breach of the Contract. This is without prejudice to the claim of the Customer/Buyer to claim any damage caused by the defects of the work/goods that cannot be claimed as the insured event pursuant to the insurance policy and/or if the caused damage exceeds the pledged insurance benefit.
- 8.7 If the outcome of the activity protected by industrial or intellectual property law is also the subject of benefit, the Contractor/Seller hereby grants, for the purposes of the Customer/Buyer only, the consent to use, alter and/or change the same.

9. Liability for Damage to Health

- 9.1 The Contractor/Seller is liable for all damage to health and health-related injuries caused to the Customer/Buyer or its employees and subcontractors in connection with the performance of the Contract and/or those provably caused by the defect of the work /goods.

10. Sanctions

- 10.1 The Contractor/Seller undertakes to pay a contractual penalty of 0.05 % of the price of work/of the purchase price of goods (however, at least EUR 50.00) for each day of delay when compared to the agreed date of handover of the work/goods.
- 10.2 If the Contractor/Seller fails to remedy the defects of the work/goods within the period specified in the Contract or in the GCTC, and if such a period is not specified, within the reasonable period, it shall pay the Customer /Buyer a contractual penalty of 0.05 % of the price of work/of the purchase price (however, at least EUR 50.00) for each day of delay.
- 10.3 The Customer/Buyer undertakes to pay a default interest of 0.01 % of the outstanding part of the invoice for each day of default in payment.
- 10.4 The Contractor/Seller undertakes to pay a contractual penalty of 10 % of the price of work/of the purchase price of goods if the work /goods is/are not in compliance with the provision of Clause 8.1 of the GCTC at the time of takeover.
- 10.5 If, during the execution of the work/delivery of the goods the Contractor/Seller or its employees are caught at the company site during an attempted theft of an object being the property of the Customer/Buyer, the Contractor/Seller undertakes to pay a contractual penalty equal to three times the value of the object being stolen, determined by the special department of the Customer /Buyer and the employee shall be prohibited to enter the site of the Customer/Buyer.
- 10.6 The contractual penalties shall be paid by the obliged party irrespective of the fact whether and in what amount the other Contracting Party suffers in this context damage that can be claimed separately. The contractual penalty shall not be included in the compensation of damage.

11. Obligations of the Contractor/Seller

- 11.1 At the request of the Customer/Buyer, the Contractor/Seller is obliged to submit an original or a copy of the extract from the Business Register/Trade Register, no older than 3 months, and during the term of the contractual relationship, the Contractor/Seller is obliged to inform without undue delay about any changes to the extract from the Business Register/Trade Register.
- 11.2 The Contractor/Seller represents that it is familiar with the regulations to ensure the occupational health and safety, fire protection, and prevention of major industrial accidents /hereinafter referred to as the "OHS, FP and PMIA"/ applicable in the Slovak Republic and on the territory of the Customer/Buyer.
- 11.3 The Contractor is obliged:
 - to hand over to the safety coordinator of the owner the detailed occupational health and safety plan /OHS Plan/, containing evaluation of possible risks arising from the performance of its activities /in particular with respect to particularly dangerous activities/ no later than on the day when the site is handed over,
 - to develop the technological and safety procedures for all works that will be performed by employees of the Contractor. Such procedures must be handed over to the safety coordinator no later than on the day of performance of the respective works. The Contractor is obliged to adhere to the prescribed work regulations,
 - to notify in writing of the name of the employee responsible for compliance with the OHS, FP and PMIA regulations by employees of the Contractor and for communication with the safety coordinator of the owner,
 - to cooperate with the safety coordinator of the owner in OHS
 - to provide the necessary data and documents regarding employees of the Contractor /the list of names of employees by their professions, qualification certificates, last medical check certifications, certifications of attended trainings in OHS, FP and PMIA – both initial and cyclical, certification stating that all employees of the Contractor have been made familiar with the OHS Plan, etc./,
 - all employees of the Contractor are obliged to respect the instructions and prohibitions of the safety coordinator of the owner, as well as of the Prevention Department staff,
 - to ensure that the employees in charge of OHS attend the regular inspection days that are to take place once a week
 - to ensure that the responsible employees attend the meetings in the presence of the authorised representatives of all contractors of the construction and the safety coordinator of the Contractor /on a daily basis, or as needed /
- 11.4 The Contractor/Seller is obliged to adhere to the provisions of Act No. 124/2006 Coll. on Occupational Health and Safety as amended and to draw up the OHS Plan pursuant to the Government of the Slovak Republic Decree No. 396/2006 Coll. on Minimum Safety and Health Requirements for Construction Sites as amended and to comply with all legislation necessary to execute the work/deliver the goods, as well as the organisational process directive 10 (Preventive Activities Process) with which the Contractor/Seller became familiar prior to execution of the work.
- 11.5 The employees and subcontractors of the Contractor/Seller are obliged to use personal protective equipment at the workplace throughout the period of execution of the work/delivery of the goods and be visibly marked with the logo of their company.
- 11.6 The Contracting Parties undertake, in relation to each working activity within the execution of the work, to mutually assess the dangers and hazards and the risks resulting therefrom (Section 7(6) of Act No.

- 124/2006 Coll.). On the basis of the assessment, the Contractor/Seller shall provide the individual employees with the respective personal protective equipment so that their maximum safety is ensured. The higher risk rate is crucial for using the particular type of personal protective equipment. The procedure taken for assessment of the need to allocate the personal protective equipment shall be recorded by the Contracting Parties in the form of a written report which shall form the annex to the contractual documentation. One counterpart of the report with the attached signatures of the representatives of the Contracting Parties shall be sent to the **BTS Department** of the Customer/Buyer.
- 11.7 The Contractor agrees to comply with the legislation and technical standards applicable with respect to the environment and to maintain the order during execution of the work/delivery of the goods.
 - 11.8 If the work is executed/goods are delivered on the territory of the company Duslo, a.s., before starting the performance of the work/delivery of the goods the Contractor/Seller shall provide for training (education) for its employees and the employees of subcontractors in the field of OHS, FP and environmental conduct at the company Duslo, a.s. In such a case the Contractor/Seller shall send the request for re-training (education) of employees along with the list of names of employees to the Customer/Buyer in writing. For urgent works, the re-training (education) of employees shall be arranged by the Contractor/Seller effectively on the basis of the agreement with the Customer /Buyer. However, after re-training of its employees and the employees of subcontractors the Contractor/Seller shall not be relieved from its liability for a violation of the respective regulations by these employees.
 - 11.9 The Contractor is obliged to suffer the inspection of compliance with the regulations to ensure OHS and FP at the Customer's site, to allow the authorised employee of the **BTS Department** and Prevention Department the entry to all premises where the work is executed, and, at the request, to submit all documents, certifications, professional qualification certificates, etc. required by the OHS and FP regulations, other legal regulations and these GCTC and which the Contractor is obliged to keep with it, to provide the necessary explanations, and to remove any identified shortcomings related to the compliance with OHS and FP without undue delay. The employee of the Prevention Department authorised to carry out the inspection shall submit the written authorisation signed by the head of Prevention Department.
 - 11.10 In the case that the Contractor/Seller violates the OHS and FP regulations or environmental regulations, the Customer/Buyer is entitled to order the suspension of the work until the Contractor/Seller provides for remedy. Such violation shall not relieve the Contractor/Seller from its liability to meet the deadline for execution of the work/delivery of the goods. If the Contractor/Seller fails to provide for remedy within the reasonable period, the Customer/Buyer is entitled to withdraw from the Contract by reason of a material breach of the Contract.
 - 11.11 The Contractor/Seller shall be responsible for the occupational health and safety of its employees or subcontractors and their employees.
 - 11.12 Prior to commencement of the work, the Contractor is obliged to request for the "work permit" and after completion of the work, to hand the "work permit" to the Customer.
 - 11.13 By signing the work permit the responsible employee of the Contractor certifies that it has verified the measures taken by the Customer that can be verified not only by the visual inspection and are necessary for execution of the work. The Contractor is obliged to inform the Customer about any and all changes relating to the license to conduct its activities.
 - 11.14 The Contractor, following the request, shall keep the Customer informed about performed work and interim results, and at the Customer's request, the Contractor shall allow the Customer's experts entry to the site where the subject matter of the Contract is performed.
 - 11.15 Starting on the day when the workplace is taken over, the Contractor is obliged to keep the assembly log or construction journal containing information regarding the work performed. The facts crucial for performing the subject of the work must be registered therein. The technical supervisor of the Customer is obliged to monitor the content of the assembly log/construction journal. The daily records are to be legibly entered and signed by the site manager, or his deputy. The site manager is obliged to submit to the technical supervisor the first copy of the record on the following business day at the latest. The Customer's technical supervisor is obliged, within 3 business days of the delivery of the record in the assembly log or in the construction journal, to write down any disagreement with the content of the daily record, stating the reasons. During the work hours the assembly log or construction journal must be available on the site permanently. The obligation to keep the assembly log or construction journal terminates upon handover and takeover of the subject of performance.
 - 11.16 After the works are completed, the Contractor is obliged to arrange the machines, production equipment, remaining materials and waste on the site so that the Customer may duly take over and use the subject matter of the Contract. The Contractor is obliged to completely clear the site and put it in order without undue delay no later than within 3 days after the work is taken over by the Customer in writing.
 - 11.17 The Contractor/Seller is obliged to perform its activities on the site of the Customer/Buyer so that it avoids any contamination of underground and surface water, contamination of soil, and air pollution.
 - 11.18 Depending on the nature of the Contract, the Contractor undertakes to conclude with the Customer an agreement on determination of the scope of inspection, monitoring, and assessment of contamination of individual environmental elements. Treatment and disposal of waste generated from own activities and disposed of using the facilities of the company Duslo, a.s. must be approved in writing by the designated department of the Customer.

- 11.19 The Contractor/Seller (with its registered office on the site of the company Duslo, a.s.) is obliged to allow the Customer/Buyer, after the prior notice, to conduct the audit focused on compliance with SIM requirements. If the audit reveals any shortcomings significantly affecting SIM requirements at the Customer/Buyer, the Contractor/Seller shall adopt and take measures aimed at remedy thereof and the date of the follow-up audit shall be agreed. If the follow-up audit reveals serious shortcomings, the Customer/Buyer shall consider this fact to be a material breach of the Contract, with the right to withdraw from the Contract by the Customer/Buyer under Section 344 of the Commercial Code (Act No. 513/1991 Coll. as amended – hereinafter referred to as the “Commercial Code”).
- 11.20 If, during execution of the work, the employees of several employers or the natural persons authorised to conduct business perform the tasks at the same workplace (common workplace) so that their safety or health may be put at risk, the Contractor is obliged to:
- contractually agree on the cooperation in prevention, preparation, and taking of measures to ensure OHS, the coordination of activities, and on the manner in which they shall keep each other informed.
 - contractually agree on the extent of the obligation of creating the conditions to ensure the occupational safety and health of employees at the common workplace.
 - inform each other in particular about any possible threats, preventive measures, and actions to provide the first aid, to fight fires, to carry out rescue works, and to evacuate the employees. Each employer is obliged to provide this information to its employees and the employee safety representative.
- 11.21 The agreement on the conditions and extent of measures to ensure the occupational safety and health must be submitted by the employees to the Customer no later than three days before the execution of the work begins.
- 11.22 The Contractor/Seller is liable for damage caused to the Customer by a violation of safety and fire-fighting regulations by its employees.
- 11.23 The Contractor/Seller is obliged to agree with the Customer/Buyer on security and equipment of the workplace needed for safety performance of work. Any work may start only after the workplace is properly secured and equipped.

Note: the owner shall appoint the Documentation Coordinator or several Documentation Coordinators and the Safety Coordinator or several Safety Coordinators for each site where more than one employer or more than one natural person who is an entrepreneur and is not an employer will perform the work.

12. Rights and Obligations of the Customer/Buyer

- 12.1 The Customer/Buyer undertakes to cooperate with the Contractor as agreed.
- 12.2 If the activities are to be performed within the site of the company Duslo, a.s., the company Duslo, a.s. shall allow the entry of the Contractor/Seller and subcontractors, if any, to the site of the company Duslo, a.s. once the obligations required by internal regulations of the company Duslo, a.s. are fulfilled.
- 12.3 The Customer/Buyer shall arrange for initial training (instructions) for employees of the Contractor/Seller in basic duties in the field of OHS, FP and PMIA and environmental conduct in the company Duslo, a.s. The entry to the site of the company Duslo, a.s. is conditioned by the training report.
- 12.4 The Customer/Buyer is entitled to check whether the staff of the Contractor/Seller is equipped with personal protective equipment corresponding to the risk they are exposed to on the workplace. If the staff is not equipped adequately, the Customer/Buyer may prohibit the staff the entry to the workplace.
- 12.5 The Customer/Buyer is entitled to designate the persons in charge of technical supervision.
- 12.6 Following the written notice to take over the work under Clause 4.3 Article 4 of these GCTC, the technical supervisor of the Customer shall arrange that the departments of the company Duslo, a.s. the presence of which is necessary in such a procedure are present at the respective procedure.
- 12.7 The Customer/Buyer is obliged to identify, define, record and solve, in a timely manner, any current and potential threats and risks in terms of OHS, FP and PMIA and also significant environmental aspects resulting from the activities of the Contractor/Seller.

13. Force Majeure

- 13.1 Non-performance by either of the Contracting Parties shall be permissible provided that the Contracting Party proves that the non-performance has been caused by an impediment the occurrence of which it could not have affect, and that it could not reasonably be expected to have foreseen the impediment when concluding the Contract or to have avoided or overcome the impediment or the consequences thereof.
- 13.2 Should the impediment be of temporary nature, non-performance is permissible only until the effects of the impediment on the performance of the Contract last.
- 13.3 The non-performing Contracting Party is obliged to notify the other Contracting Party, without undue delay and by means of the subsequent written notice, of the obstacle and effects thereof on its capacity to perform the Contract. If the other Contracting Party has not received the notice within the reasonable time, but no later than within 10 business days after the non-performing Contracting Party became aware

or should have become aware of the obstacle, the non-performing Contracting Party shall be liable for damage caused by such a failure to deliver.

- 13.4 The provisions of this Article shall not prevent the Contracting Parties from exercising the right to withdraw from the Contract if the force majeure lasts for more than 2 months. The Contracting Parties shall return to each other the mutual considerations within 30 days of the date of delivery of the withdrawal from the Contract to the other Party. Should it be not possible to return the performance, the Contracting Parties shall provide, within the same period, the financial performance based on the provable quantification of the other Contracting Party.
- 13.5 The Contracting Parties consider in particular the following to be the force majeure: natural disasters, epidemics, revolutions, rebellions, sabotages, terrorism, mobilisations, and wars. Strikes at the Contractor/Seller and/or its subcontractors and delay of any subcontractor of the Contractor/Seller are not considered to be the force majeure.

14. Title

- 14.1 Title to the work/goods and the risk of damage thereto shall pass onto the Customer/Buyer on the day of handover and takeover of the work/goods by the Customer/Buyer in writing and without reservations.
- 14.2 If the Contractor/Seller executes the object at the Customer, on the Customer's land, or on the land procured by the Customer/Buyer, the Customer/Buyer shall be the owner of the object, however, the risk of damage shall be borne by the Contractor/Seller.
- 14.3 The risk of damage to the object that is the subject of maintenance, repair or alteration shall pass onto the Contractor/Seller.

15. Confidentiality

- 15.1 The Contractor/Seller undertakes to keep the information obtained in performing the subject matter of this Contract confidential.
- 15.2 Confidentiality shall apply to all information obtained in performing the respective Contract, except for:
- the information generally known at the time of conclusion of the respective contract, or the information that will become generally known through its disclosure by the information owner,
 - the information that has been provable the property of the disclosing party prior to conclusion of the respective contract,
 - the information provided by a third person without its right to disclose being limited.
- 15.3 The Contractor/Seller undertakes to provide the information only to its employees and employees of subcontractors who will use it in performing the obligations resulting from the subject matter of the Contract provided that the Contractor/Seller ensures that these employees are bound to keep the disclosed information under this Contract confidential.
- 15.4 The Contractor/Seller undertakes not to use the information without the prior written consent of the Customer/Buyer for the purpose other than the purposes for which it has been provided with the information. The Contractor/Seller undertakes to return, at the request of the Customer/Buyer, all information provided on a data carrier and any copies thereof.
- 15.5 The Contracting Parties have agreed that the information regarding the subject matter of performance and the price of work/goods under the Contract are also confidential.
- 15.6 The Contractor/Seller represents that the content of such confidentiality is clear, acceptable and that it shall adhere to it. In the case of a breach of confidentiality duty the Customer/Buyer may claim compensation of damage suffered as a result of such breach.
- 15.7 The Contractor/Seller undertakes not to provide the results achieved in performing the subject matter of this Contract or in connection with such performance to any third person without the prior written consent of the Customer/Buyer.
- 15.8 The Contractor/Seller or its employees and employees of subcontractor shall be liable for any breach of the obligations mentioned in Article 15 of GCTC pursuant to applicable legislation (including criminal liability). In the case of breach of these obligations the Contractor/Seller shall also pay the Customer /Buyer a contractual penalty of EUR 33,193.00. This is without prejudice to the right to the compensation of damage that may be claimed separately. The contractual penalty is not included in the compensation of damage.
- 15.9 The provisions of Article 15 of these GCTC shall remain valid for the period of 20 years after termination of the Contract.

16. Intellectual Property Protection

- 16.1 In the event that the results of solution give rise to the patent protection, the patent right and know-how shall pass exclusively to the Customer /Buyer. This is without prejudice to the right to origination. The

- patent protection of the respective inventions shall be provided for by the Customer /Buyer. The license agreements regarding the inventions with third persons shall be concluded exclusively by the Customer/Buyer.
- 16.2 The Contractor/Seller undertakes that if it is notified by its employee or other person employed by it under the provision of Section 11(1) of Act No. 435/2001 Coll. of creation of an invention, it shall inform the Customer/Buyer without undue delay. It shall also give the Customer/Buyer all documents necessary to exercise the rights in relation to the originator.
- 16.3 The Contracting Parties have agreed that by this Contract the Contractor/Seller assigns all its rights arising to the Contractor/Seller as the employer from Act No. 435/2001 Coll. to the Customer/Buyer who accepts these rights.
- 16.4 The Contracting Parties shall proceed in accordance with the respective legal regulation similarly as in Clauses 16.2 and 16.3 also in the case of an improvement proposal and know-how, utility models, designs and other industrial rights.
- 16.5 The Contracting Parties have agreed that the Contractor/Seller waives all rights from industrial property with respect to the executed work/delivered goods.
- 16.6 These provisions are without prejudice to the rights of originators of the created industrial property items that are employees of the company Duslo, a.s. The rights of originators or co-originators that are employees of the Contractor/Seller shall be settled pursuant to the provision of Section 11(5) of Act No. 435/2001 Coll. by the Contractor/Seller.
- 16.7 In the event that the Contractor/Seller is in breach of any of its obligations mentioned in Clauses 16.2 to 16.5 of this Article, it shall pay the Customer/Buyer damage incurred by the Customer/Buyer thereby, including loss of profit.
- 16.8 The obligation of the Contracting Parties to provide remuneration to the invention originator shall be governed by the legal regulations applicable in the Slovak Republic.
- 16.9 The Contractor/Seller represents that the work/goods is/are authentic and does not/do not infringe the industrial rights.
- 16.10 By signing the Contract, the Contractor/Seller gives the consent to the Customer/Buyer to make changes to the delivered work/goods.

17. Withdrawal from the Contract

- 17.1 The following shall be considered by the Contracting Parties to be a material breach of the Contract:
- if the Contracting Party in breach of the Contract knew or could reasonably have foreseen, having regard to the purpose of the Contract resulting from the content of the Contract or from the circumstances under which the Contract was concluded, that the other Contracting Party will not be interested in performing if such a breach of the Contract occurs,
 - if the work is not handed over/the goods are not delivered in a due and timely manner under the Contract or under these GCTC,
 - if the inspection of the performance of the Contract by the Customer/Buyer reveals serious deficiencies, or if, as a consequence of the executed work of poor quality/the produced goods of poor quality, the manufacturing site is shut down or occupational safety is threatened.
 - initiation of the insolvency or restructuring proceedings against the Contractor/Seller or commencement of the liquidation of the Contractor/Seller
 - in the case of a violation of the confidentiality agreement, or of Article 15 of the GCTC, OHS, FP and PMIA regulations, clause 8.7.
- 17.2 In the case of a material breach of the Contract the withdrawal shall take effect on the date of delivery of the written notice of withdrawal to the Contractor/Seller. If in doubt, the third day after sending the written withdrawal shall be deemed to be the date of delivery. In the case of other breach of the Contract the Customer/Buyer may withdraw from the Contract if the Contractor/Seller fails to meet its obligation within the additional reasonable period provided for this purpose by the Customer/Buyer, or agreed between the Customer/Buyer and the Contractor/Seller in writing. If in doubt, the third day after sending the written withdrawal shall be deemed to be the date of delivery.
- 17.3 If the default of the Customer/Buyer or Contractor/Seller relates to a part of the due obligation only, the other Party is entitled to withdraw from the Contract with respect to the performance that relates to such a part, or from the entire Contract.
- 17.4 The Contracting Parties shall return to each other mutual considerations within 30 days of the date of delivery of the withdrawal from the Contract to the other Contracting Party. Should it be not possible to return the performance, the Contracting Parties shall provide, within the same period, the financial performance based on the provable quantification of the other Contracting Party.

18. Notice

- 18.1 If the Contract is concluded for an indefinite period, any Party may terminate the Contract with a 3-month notice period, unless otherwise agreed, calculated from the first day of the month following the delivery of the notice.

19. Final Provisions

- 19.1 The Contract as well as legal relations arising from the Contract shall be governed by the law applicable in the Slovak Republic, in particular by the Commercial Code as amended.
- 19.2 Any disputes arising out of and/or in connection with this Contract shall be settled before the courts of the Slovak Republic pursuant to Act No. 160/2015 Coll. Code of Civil Contentious Procedure as amended.
- 19.3 The Contracting Parties have agreed on the substitute delivery of notices addressed to the other Contracting Party also in the case the delivered notice contains a legal act leading to the amendment or termination of the contractual obligation. Under the agreement on substitute delivery the notice sent by registered mail to the address of the registered office of the addressee shall be deemed to have been delivered upon expiry of the deposit period at the post office with no effect, or on the day when it is returned to the other Contracting Party as undeliverable, or refused to be accepted.
- 19.4 The Contractor/Seller represents that it employs all its employees through which it provides performance under this Contract legally in compliance with the respective legal regulations. The Contractor/Seller also represents that that the third person through which it provides performance under the Contract employs all its employees participating in performing of the Contract legally and in compliance with the respective legal regulations. The Contractor/Seller undertakes, no later than within 5 calendar days after signing of the Contract by the authorised representatives of both Contracting Parties, to provide the Customer/Buyer with the relevant documents proving the legal employment of its employees used for performance of the Contract; for new employees, no later than within 5 days prior to execution of the work within the subject matter of the Contract. In the event of a failure to submit the documents concerning the legal employment within the period stated in the preceding sentence and /or if the representation of the Contractor/Seller given in the first and second sentence of this provision proves to be false, the Customer/Buyer reserves the right to withdraw from the Contract by reason of a material breach of the Contract. This is without prejudice to the right of the Customer/Buyer to compensation of damage. The Contractor/Seller undertakes, within 7 business days of the delivery of the demand of the Customer/Buyer, to compensate the Customer/Buyer for all costs associated with imposing the sanction on the Customer/Buyer for a violation of the ban to accept the performance provided by the Contractor/Seller through the individual illegally employed by the Contractor/Seller and/or illegally employed by a third person through which the Contractor/Seller provides performance under the Contract.
- 19.5 Should any individual clauses of the Contract be legally ineffective, the remaining part of the Contract shall remain binding and the Contracting Parties agree to replace ineffective or invalid provisions by new provisions within the period of 10 business days, unless otherwise agreed.
- 19.6 Any changes to this Contract are valid only if agreed in writing in the form of an amendment to this Contract and signed by authorised representatives of both Contracting Parties. Any amendment will form an integral part of this Contract.
- 19.7 The Contractor/Seller declares that it has read the provisions of the Organisational directive - Safety Rules for Employees of Other Organisations (Contractors), published on <http://www.duslo.sk/sk/bezpecnostne-pravidla-pre-zamestnancov-nych-organizacii-kontraktorov> and agrees to adhere to the same. The Contractor/Seller acknowledges that any violation of the obligations specified in the Organisational directive – Safety Rules for Employees of Other Organisations (Contractors) is subject to penalties as stipulated therein, and the Contractor/Seller declares that it considers these penalties to be appropriate, taking into account the type and importance of the obligations. By signing the Contract, the Contractor/Seller further acknowledges that it agrees with the content of the Organisational directive – Safety Rules for Employees of Other Organisations (Contractors) without any reservations and undertakes to comply with and adhere to the same. The Contractor/Seller also undertakes to make its employees and subcontractors familiar with the content of the Organisational directive – Safety Rules for Employees of Other Organisations (Contractors) and to ensure that they are adhered to by its employees and subcontractors.