



# Slovenské elektrárne, a.s.

## GENERAL TERMS & CONDITIONS

(general services)  
SE as the CUSTOMER  
version 01/12/2020

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<p>I. INTRODUCTORY PROVISIONS</p> <p>1.1 These are the General Terms &amp; Conditions of Slovenské elektrárne, a.s. (hereinafter referred to as the "GTCS"), which form an integral part and annex to an order/contract (hereinafter referred to as the "Contract") whose subject is general services (i.e. services that do not affect the operation of SE production facilities) and which enter into force together with the Contract. The respective provisions herein shall not apply in cases where agreed otherwise in the Contract (pursuant to Section 273(2) of Act no. 513/1991 Coll. the Commercial Code as amended, hereinafter the "Commercial Code") or their application is expressly precluded in the Contract.</p> <p>II. DEFINITIONS</p> <p>2.1 For the purposes of these GTCS, the company Slovenské elektrárne, a.s. is identified as "SE", regardless of the term</p>	



- extent of the delegated authorisations and powers shall be defined unambiguously.
- 2.8 For the purposes of these GTCS, the price of the Performance (hereinafter the "Price") shall mean:
- the total price of the Performance, exclusive of Value-Added Tax (hereinafter "VAT"), agreed in the Contract, if the Contract subject matter is the Performance as a whole,
  - the price of an individual Performance, exclusive of VAT, agreed in the Contract, if the Contract subject matter is the delivery of several separate Performances,
  - the price of the Performance for a calendar month (or other agreed period of time), exclusive of VAT, agreed in the Contract, if the Contract subject matter is recurrent Performance,
  - the price of the Performance on the basis of a written request, exclusive of VAT, if the Contract subject matter is to provide the Performance upon written requests,
  - the price of the Performance on the basis of a specific order, exclusive of VAT, if the Contract subject matter is to provide the Performance on the basis of specific orders in respect of framework contracts.
- In the case:
- of a domestic Contractor who is not a VAT payer in the Slovak Republic (hereinafter the "SR"), or if
  - the Contractor has its registered seat or place of business outside the territory of the SR and does not have a fixed establishment in the SR according to Act No. 222/2004 Coll. on value-added tax as amended (hereinafter the "Act on VAT"), and from which the Performance is provided,
- for the purposes of these GTCS, in such cases the Price shall mean similarly the price as defined in letters a) to e) of this clause, except for the text "exclusive of VAT".
- 2.9 An integral part of these GTCS is its annex – Sanction Clause (hereinafter referred to as the "Sanctions Clause"). The terms "Conflict with sanctions regulations", "Sanctioned Person", and "Sanction violation" have the meaning assigned to them in the Sanctions Clause.
- 2.10 In the case of Performance performed on SE's premises, it is necessary to proceed with the processing of inputs according to the instructions of the Contract Manager on behalf of SE and the information published on the SE website: <http://www.seas.sk/dodavatelja>.
- 2.11 For the purposes of the GTC and in the context of Slovak law, the following English terms and phrases shall have the meanings set forth below:
- "lien" shall mean "záložné právo",
  - "circumstances excluding liability" shall mean "okolnosti vylučujúce zodpovednosť",
  - "withdrawal" shall mean "odstúpenie".
- III. LANGUAGE
- 3.1 The original version of all contractual documents, shall be the Slovak text.
- 3.2 If the Contract is executed in the Slovak language but annexes to the Contract are executed in the Czech language, these annexes do not need to be translated into the Slovak language, unless otherwise agreed by the Parties.
- 3.3 If the Contractor has its registered seat abroad and the Parties have not agreed upon another communication language in the Contract, Slovak shall become the communication language.
- IV. CONCLUSION OF THE CONTRACT AND AMENDMENTS
- 4.1 A proposal to enter into a Contract or an invitation to submit a bid delivered by SE to the Contractor does not mean a request to start to carry out the Performance. The Contractor may start to perform the Performance only after the Contract has been concluded and on the basis of and in compliance with the conditions specified therein.
- 4.2 Any modifications or amendments to the Contract can be executed only on the basis of agreement between both Parties, in the form of written and numbered amendments to the Contract, signed by authorised representatives of both Parties, except in the following cases:
- change or addition of a Contract Manager, which the Contracting Party shall make by unilateral written notification to the Contract Manager on behalf of the other Contracting Party,
  - change or addition of a Subcontractor, based on a written request by the Contractor submitted to the Contract Manager for SE, together with documents proving compliance with the requirements for technical and professional competence of the Subcontractor, whereupon SE shall assess the Contractor's request according to internal regulations and notify the Contractor of its approval or denial of the request,
  - change of the employee executing the Performance, which will be approved by the Contract Manager for SE, on the basis of proving the fulfilment of requirements for the technical and professional competence of the employee by the Contractor.
- 4.3 The Contract and all annexes thereto represent the entire agreement between the Parties on the subject matter of the Contract and, in relation to the subject matter of the Contract, they replace all the previous and present verbal and/or written arrangements, documents, and agreements between the Parties.
- 4.4 In the event of any changes resulting from valid legal regulations of the Slovak Republic, EU legal acts, obligations arising from SE agreements or membership in international organisations, or other regulations of a binding or recommendatory nature, which affect the performance of the Contract, the Contractor is obliged, within a reasonable period of time, which SE shall determine, to conclude with SE an addendum to the Agreement, which shall reflect the new regulation in the relevant area.
- V. INTERPRETATION
- 5.1 Severability of Provisions
- Each provision of the Contract shall be interpreted so that it is effective and valid pursuant to applicable legal regulations. However, in the event that it is inexecutable, or null and void pursuant to valid legal regulations, this shall not affect the other provisions of the Contract. In the event that a provision is inexecutable, or null and void, the Parties shall agree in written form on a solution preserving the context and purpose of the given provision.
- 5.2 The application of the Contractor's general terms and conditions or of any other general terms and conditions is hereby expressly excluded, unless agreed otherwise in writing by SE and the Contractor.
- 5.3 If these GTCS or the Contract contains references to relevant



legal regulations valid at the time of issuing this version of these GTCS or at the time of concluding the Contract, which were changed or replaced by other legal regulations during the validity of the Contract, these references shall be deemed to be references to those legal regulations by which they have been replaced, in their valid wording.

## VI. COMMUNICATION

6.1 All notices and all communications between the Parties under the Contract shall be made in writing, that is by registered mail, express courier service, by fax or e-mail and are deemed to be duly delivered by their delivery to the respective Party to the address or fax numbers given by the Parties in the header of the Contract in the event that the further text of the Contract does not contain addresses or fax numbers for the delivery.

A document shall also be considered delivered in the following cases:

- a) the Party refuses to take over the document – the document shall be considered delivered on that day, or if
- b) it is not possible to deliver the document for reason of, for example, failure to take over the mail within the delivery period or because the addressee was not found, the addressee was unknown or for other reason marked by the post office on the mail; the document shall be considered delivered on the date of posting at the post office.

## VII. CENA, FAKTURAČNÉ A PLATOBNÉ PODMIENKY

### 7.1 Price

7.1.1 If the Contractor is a VAT payer in the SR, VAT shall be added to the Price in the amount determined by applicable legal regulations governing the amount of VAT on the day of the tax liability arising, in cases where VAT is applicable according to the valid wording of the Act on VAT.

7.1.2 If the Price of a Performance from abroad includes a remuneration for granting of the right to use of a copyright or right similar to a copyright pursuant to clause 21.1 (hereinafter referred to as the "Remuneration"), the Contractor is obliged to calculate an amount of the Remuneration separately in the Contract or in the invoice.

7.1.3 No Performance either from the side of the Contractor or from the side of SE shall be provided free of charge.

7.1.4 The Price includes all costs related to the fulfilment of the Contractor's obligations, in particular:

- transport charges,
- insurance costs for the Contractor's damage liability insurance,
- other taxes and customs duties,
- administration and similar fees collected by any public authority body,
- accommodation, meals, and transport of the

Contractor's employees.

7.1.5 Unless otherwise agreed in the Contract, the Price under the Contract is fixed, complete, unchangeable and binding and the Contractor guarantees its completeness until delivery of the Performance, even if during delivery of the Performance there is a need for such activities that were not foreseeable at the time of concluding the Contract.

### 7.2 Invoicing Terms

7.2.1 The basic document for payment of the Price shall be an invoice issued by the Contractor and delivered to SE. An invoice must be issued in accordance with valid legislation and shall contain the agreed particulars pursuant to clause 7.2.11.

7.2.2 The Contractor shall issue an invoice containing VAT only if at the time when tax liability arose the Contractor was a VAT payer and the Contractor's tax liability arises upon delivery of the Performance, and the Contractor is a person required to pay VAT.

7.2.3 The Contractor's invoice shall be issued and the payment shall be paid by SE in euros unless another currency is agreed in the Contract.

7.2.4 If the Price agreed in the Contract is based on an hourly rate, the Contractor shall be entitled to charge SE only those hours actually worked during provision of the Performance.

In the event that the place of Performance is located at SE's premises, only the actual time spent on the Performance shall be charged by the Contractor. The number of the invoiced hours in such case shall not exceed the number of hours worked, as recorded in the Takeover Protocol based on the electronic attendance system used at SE's premises. In the case of an absence/a failure of electronic records used at SE's premises, the number of the invoiced hours shall not exceed the number of hours worked as recorded in the Takeover Protocol based on the written attendance records.

The Contractor shall not invoice SE for the time required for breaks in work, transfers of workers, arranging entries to SE premises, etc.

7.2.5 All the Performances provided by the Contractor above and beyond the scope agreed in the Contract shall be approved by SE in writing in advance. SE shall not be obliged to take over or pay for any Performance executed prior to such approval.

7.2.6 If the unit price of the Performance is agreed in the Contract and simultaneously the Contract or annexes state a number of units of the particular Performance, the Contractor shall not be entitled to exceed the number of Performance units without SE's prior written consent. SE shall not be obliged to take over or pay for any Performance exceeding the number of units specified in the Contract made without such consent. In such case, SE shall be entitled to return the invoice back to the Contractor.

7.2.7 The basis for issuing an invoice for the provided Performance is a confirmation of the provided Performance, made out by SE in accordance with clause 9.4.1, which must then be attached to the



<p>invoice.</p> <p>7.2.8 Unless a different method and time of invoicing the Price has been agreed in the Contract, the Contractor shall issue an invoice for the provided Performance as follows:</p> <ul style="list-style-type: none"> <li>(i) single invoice, i.e. after providing the whole scope of the Performance, and this not later than 15 days after confirmation of the provided Performance by SE, or</li> <li>(ii) individual invoicing, i.e. after the provision of each individual Performance – always no later than 15 days from the confirmation of each provided separate Performance (specified in the Contract, or in an individual Written Request) by SE, or</li> <li>(iii) on an ongoing basis (in the event that the Performance is provided repeatedly or in part), i.e. after the expiration of each Invoicing Period agreed in the Contract – always no later than 15 days from the confirmation of the scope of the Performance provided during the Invoicing Period; the delivery date in this case is the last day of the Invoicing Period.</li> </ul> <p>7.2.9 The Contractor shall be entitled to issue a summary invoice under the Act on VAT within 15 days after the end of a calendar month, for the Performance that has been taken over by SE during the calendar month.</p> <p>7.2.10 In the case that the Contractor provides the Performance also to a branch of SE, the Contractor is obliged to issue a separate invoice for the Performance provided to the SE branch. The separate invoice must contain the VAT number assigned to the SE branch.</p> <p>7.2.11 In addition to the data specified in accordance with the valid legal legislation, each invoice must contain:</p> <ul style="list-style-type: none"> <li>(i) SE's Contract No.,</li> <li>(ii) SAP number specified by SE on the Acceptance or Survey Protocol, or specified in the Contract,</li> <li>(iii) the code of the Common Customs Tariff in respect of the supply of goods or the supply of goods supplied as part of the provided Performance,</li> <li>(iv) the date of invoice issuance,</li> <li>(v) the invoice payment term pursuant to clause 7.3.1,</li> <li>(vi) the banking institution name and the Contractor's bank account no.,</li> <li>(vii) the signature of the representative authorised to act on behalf of the Contractor.</li> </ul> <p>7.2.12 The Contractor is obliged to deliver the invoice to SE no later than within 5 days following its issue.</p> <p>7.2.13 If the Contractor has concluded a valid Agreement on Electronic Delivery of Invoices with SE, the delivery of invoices (and documents defined in such an agreement) shall be governed by such special agreement. Otherwise, the Contractor is obliged to</p>	<p>send invoices to SE to the address:</p> <p>Slovenské elektrárne, a.s. odbor fakturácie závod Atómové elektrárne Mochovce P.O.BOX 11 935 39 Mochovce</p> <p>or to another address specified in writing by SE.</p> <p>More details about the conclusion of the Agreement on the electronic delivery of invoices, as well as a form of the Agreement, are published on the website: <a href="https://obstaravanie.seas.sk/dodavatelia">https://obstaravanie.seas.sk/dodavatelia</a>.</p> <p>7.2.14 In the event that the Contractor sends the invoice to an address different from the address according to clause 7.2.13, the invoice payment term shall not start to run until the invoice is delivered to the address specified or determined according to clause 7.2.13. above.</p> <p>7.2.15 The Contractor shall be obliged to deliver to SE to the address pursuant to clause 7.2.13 no later than 14 days prior to the invoice due date, a written notification of any change of the bank account stated in the invoice, in the case of:</p> <ul style="list-style-type: none"> <li>(i) a change of bank,</li> <li>(ii) establishment of a lien on receivables, or</li> <li>(iii) formal shortcomings (e.g. incorrect, incomplete bank account, etc.),</li> </ul> <p>where the authenticity of the signature of the Contractor's representative in the notification must be officially verified.</p> <p>7.2.16 If the Contractor fails to fulfil its notification duty according to clause 7.2.15, the day the amount owing is debited from SE's bank account shall be considered the day of fulfilment of the monetary obligation, regardless of whether the funds are credited to the Contractor's bank account.</p> <p>7.3 Payment Terms</p> <p>7.3.1 An invoice shall be due within the period of 60 days following the invoice's delivery to SE. Date of receipt of an invoice is the date marked by the SE presentation stamp at the address according to clause 7.2.13. If an invoice is delivered according to the Agreement on the Electronic Delivery of Invoices, the invoice delivery date shall be determined according to the provisions of that agreement. The invoice payment term shall start to run on the day following the day of delivery of the invoice to SE. If the last day of the invoice due date falls on a non-working day, the invoice will be due on the next following working day. Payment shall be made in full to the account number stated on the invoice or in the notification pursuant to clause 7.2.15 and this no later than on the invoice due date. The financial obligation shall be deemed fulfilled on the day when the outstanding amount is debited from SE's bank account.</p> <p>7.3.2 In the event that the invoice does not contain the requisites required by applicable law, or if the data in the invoice are not specified in accordance with the conditions agreed in the Contract / VOPS, SE is entitled to return the invoice to the Contractor without payment. In such case, the period of maturity of the invoice shall be suspended. SE shall be obliged to state</p>
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the reason for returning the invoice. The period of maturity shall start again only on the date of delivery of the corrected (new) invoice fulfilling the requirements of generally binding legal legislation and the Contract.

- 7.3.3 All bank expenses and charges of correspondent banks and the Contractor's bank shall be borne by the Contractor.
- 7.3.4 If SE is in delay with the invoice payment, the Contractor shall be entitled to charge SE interest on late payment amounting to 0.02% of the outstanding amount for each day of the delay, however, in a maximum of up to a total amount of 10% of the invoiced amount.
- 7.3.5 SE is always entitled to set off its due receivables against the Contractor's undue receivables.

#### VIII. TAX CONDITIONS

- 8.1 During the life of the Contract the Contractor shall be obliged to notify in writing SE of the date of VAT payer registration cancellation, as well as the date of VAT payer registration, and this promptly after that date.

The following provisions of clauses 8.2, 8.3 and 8.4 relate to a Foreign Contractor. A Foreign Contractor shall mean a Contractor who has a seat outside the territory of the SR. In case the Foreign Contractor has an established organisational part, establishment, or permanent establishment in the territory of SR, the seat shall mean a seat of the Foreign Contractor abroad.

- 8.2 A Foreign Contractor is obliged to provide SE with the information required in a Declaration on its tax position and interrelations no later than the date of signing the Contract.

If the correctness, completeness or veracity of the above-mentioned facts changes during the life of this Contract due to any facts that can or cannot be influenced (especially establishment/closure of a branch as regards VAT; establishment/closure of a permanent branch as regards income tax; advance payments of income tax), the Foreign Contractor undertakes to inform SE thereof in writing, without undue delay, no later than within 5 working days after the change, else, SE shall consider them valid, true and complete also as on the date of the Foreign Contractor's tax liability arising.

- 8.3 If the Foreign Contractor is a resident of a country outside of the EU and has a permanent branch in the Slovak Republic and pays income tax advance payments in the Slovak Republic, it shall be obliged to submit, immediately after the signing of the Contract or after the mentioned fact has come into existence, a confirmation on advance payments issued by the respective Tax Authority of the SR (hereinafter referred to as the "Confirmation"). The Foreign Contractor is obliged to submit the Confirmation in each subsequent calendar year during which it will provide Performance to SE. If the Foreign Contractor fails to submit such document, SE shall apply advance tax in accordance with the Income Tax Act.

#### 8.4 Withholding Tax

Price and payment conditions set out in the Contract do not and shall not include any withholding. If payments to a Foreign Contractor are subject to or shall be subject to withholding tax pursuant to the Income Tax Act and respective agreements on avoidance of double taxation, SE shall decrease, on the basis of the above, payments by the respective amounts pursuant to the respective agreement on the avoidance of double taxation and

the Income Tax Act. In that case SE shall request from the competent tax authority in the Slovak Republic a confirmation of the deducted tax and shall submit it to the Foreign Contractor. The Foreign Contractor shall provide SE any cooperation for the exercise of SE's rights and claims under this clause.

The Foreign Contractor is not entitled to request any compensation from SE in connection with the deduction of withholding tax by SE, but may itself request settlement from the competent tax administrator.

The Foreign Contractor shall endeavour to identify payments included in the Price that may be subject to withholding tax and specify their unit price. In case of doubt or lack of cooperation by the Foreign Contractor, SE shall be entitled to deduct withholding tax from the total Price, with the exception where the Foreign Contractor sufficiently proves that withholding tax pursuant to the Income Tax Act and the respective treaty on the avoidance of double taxation is not to be deducted, or the Foreign Contractor specifies that amount of the invoiced Price that is subject to withholding tax.

The provisions of the following clause 8.5 apply to a Foreign Contractor based outside the EU:

#### 8.5 Advance tax

In the event that there arises to SE the duty to deduct advance tax from the Price, SE shall deduct the sum of the advance tax from the invoiced Price pursuant to the Income Tax Act and pay the Foreign Contractor the invoiced Price reduced by the given collateral. SE shall not deduct advance tax from the Price if the Foreign Contractor submits to SE the original confirmation from the competent tax authority of the SR proving that the Foreign Contractor pays tax advances pursuant to Section 34 or 42 of the Income Tax Act (a Confirmation pursuant to clause 8.3).

If the Foreign Contractor fails to submit a written confirmation as indicated above and SE is obliged to deduct the sum of the advance tax from the Price, SE shall:

- be entitled to deduct the sum of the advance tax from the invoiced Price pursuant to Section 44(2) of the Income Tax Act and to pay the Foreign Contractor the Price or part thereof reduced by the sum of such advance tax, and
- provide documentation to the Foreign Contractor (confirmation of the deducted advance tax submitted to the competent tax authority), which the Foreign Contractor may use for setting off the payment against its tax liability in the SR.

In other cases where the Foreign Contractor's activities do not create the grounds for establishing a permanent branch in the Slovak Republic, the application of advance tax will be assessed on an individual basis, considering the nature of the Performance, in accordance with the Income Tax Act and the respective treaty on the avoidance of double taxation.

The Foreign Contractor is not entitled to request any compensation from SE in connection with the deduction of the advance tax by SE, but it itself may request settlement from the competent tax administrator.

- 8.6 The Contractor undertakes that it shall be fully liable for calculations, reporting, tax returns and payment of its present and future both monetary and non-monetary tax duties, including income tax, VAT and other taxes, fees and levies (or respective penalties, fines or interests) that have arisen or will arise to it in consequence of the Contract under any legal jurisdiction, either in the Slovak Republic or outside its territory. The Contractor shall make no claims towards SE in connection



<p>with the above-mentioned matters.</p> <p>IX. PERFORMANCE EXECUTION</p> <p>9.1 Place of Performance</p> <p>9.1.1 The place of Performance shall mean the seat of SE, i.e. Mlynské nivy 47, 821 09 Bratislava, unless the Contract specifies otherwise.</p> <p>9.1.2 If the Contractor provides the Performance on SE's premises, the Contractor shall take note of the fact that SE may provide to the Contractor:</p> <p style="padding-left: 20px;">(i) objects of the nature of an office, or other premises,</p> <p style="padding-left: 20px;">(ii) electricity, water, etc.</p> <p style="padding-left: 20px;">against payment and under a special Contract(s).</p> <p>9.1.3 Upon the entry and departure of the Contractor's Personnel, SE is entitled to carry out an inspection of items and materials being brought in or taken out.</p> <p style="padding-left: 20px;">The Contractor undertakes to ensure and is responsible for the fact that its personnel may not bring into SE's premises any of the following:</p> <p style="padding-left: 20px;">a) all types of weapons, ammunition, explosives, trap explosive systems and their imitations,</p> <p style="padding-left: 20px;">b) alcohol, narcotic and psychotropic substances,</p> <p style="padding-left: 20px;">c) unidentifiable biological and chemical substances,</p> <p style="padding-left: 20px;">d) cameras and camcorders without permission,</p> <p style="padding-left: 20px;">e) items evidently not related to working activities.</p> <p style="padding-left: 20px;">The Contractor undertakes to ensure and is responsible for the fact that its personnel may not take out the following items from SE's premises without permission:</p> <p style="padding-left: 20px;">(i) any items and materials not owned by the Contractor and to which the Contractor has no other right,</p> <p style="padding-left: 20px;">(ii) waste which the Contractor is not entitled or obliged under the Contract to dispose of or recover.</p> <p style="padding-left: 20px;">In the event of a breach of the obligation under this clause, SE may claim from the Contractor a contractual penalty pursuant to clause 15.5.</p> <p>9.1.4 The Contractor is obliged to ensure that the Contractor's employees record each entry to / exit from the SE premises at the attendance terminal located in the SE premises.</p> <p>9.1.5 The Contractor is obliged to ensure that the Contractor's Personnel observe the ban on the consumption of alcohol, narcotic and psychotropic substances. At the entry of the Contractor's Personnel, as well as during their stay at SE's premises, SE is entitled to carry out a breathalyser test or a test for use of narcotic and/or psychotropic substances on the Contractors' Personnel. Any refusal to undergo a breathalyser test or test for the use of narcotic and/or psychotropic substances shall be considered a breach of the contractual terms and conditions.</p> <p>9.1.6 The Contractor is obliged to ensure that the Contractor's Personnel observe the established regime measures for physical protection, including the ban of</p>	<p>filming and making photographs in SE premises.</p> <p>9.1.7 The Contractor is obliged to notify SE no later than on the day of commencement of the Performance under the Contract of the names and e-mail addresses of those representatives of the Contractor who are to be granted access to the SE information system for the Performance exclusively in accordance with the contractual conditions. Access to the SE information system is set up in accordance with the authorisation procedures in force at SE.</p> <p>9.2 Inspections, Tests and Verification</p> <p>9.2.1 At any time during the Performance provision under the Contract, SE shall be entitled to check the proper fulfilment of the Contractor's duties pursuant to the Contract and these GTCS. In the event that, on the basis of inspections performed during the Performance under the Contract, it turns out that the Performance has defects or deficiencies, the Contractor is obliged to eliminate these defects and deficiencies at its own expense within a period duly determined by SE.</p> <p>9.2.2 Execution of the inspection is not a reason for delayed delivery of the Performance.</p> <p>9.3 Conditions of Delivery and Takeover of the Performance</p> <p>9.3.1 Period of Delivery and Takeover of the Performance</p> <p style="padding-left: 20px;">In the event there arises a risk that the Contractor will fail to deliver the Performance within the period specified in the Contract, it is obliged to inform SE in writing of this fact without undue delay after learning of this fact, and it shall be obliged to carry out all measures to expedite the Performance. The notice shall specify the causes of the delay and the expected day of delivery of the Performance.</p> <p style="padding-left: 20px;">If the Contractor fails to carry out the measures according to this clause or the Contractor's measures turn out to be insufficiently effective and the provision of the Performance is not expedited, SE shall have the right to itself carry out measures to expedite the provision of the Performance, including withdrawal of the provision of any part of the Performance by the Contractor (e.g. in the form of a partial withdrawal from the Contract with immediate effect from the date of receipt of such notice by the Contractor) and assigning its provision to a third party, whereupon the Contractor shall be fully responsible for coordinating its work with the new Contractor so designated, whereupon the eligible costs in connection with this measure shall be borne by the Contractor. SE shall have the right to claim or set off these costs on the basis of a separate invoice delivered to the Contractor. For the avoidance of doubt, it shall apply that SE shall be entitled to set-off against the Price or to request payment of all increased costs and expenses connected with the withdrawal of the provision of any part of the Performance and assigning it to a third party (e.g. the price difference between the withdrawn part of the Performance which was subsequently newly assigned, the damage incurred, other resultant costs, any penalties etc.).</p> <p style="padding-left: 20px;">Any costs incurred by the Contractor as a result of non-compliance with the deadline for the Performance or in connection with the achievement of proper and timely performance will always be borne by the Contractor.</p>
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In such cases, the Price shall not change.

In the event that the Contractor duly completes the Performance or its part in accordance with the Contract and its annexes before the agreed date of Performance, SE is entitled, but not obliged, to take over the performed Performance or its part at an earlier date proposed by the Contractor.

Even in cases where the commencement or course of the execution of the Performance has been delayed for reasons other than reasons exclusively on the side of SE, the individual deadlines for the execution of the Performance must be duly met, or complied with, without any right to increase the agreed Price.

In cases where the commencement of the execution of the Performance (or the actual course of the execution of the Performance) has been delayed for reasons exclusively on the side of SE by more than 5 working days, the Contractor shall be entitled to postpone all subsequent terms of performance by the same number of days by which the beginning or the course of execution of the Performance for reasons on the side of SE. Any sanctions applicable to the Contractor shall remain in force even in the case of the application of the new postponed deadlines for the execution of the Performance.

#### 9.4 Performance Takeover

9.4.1 The acceptance of the executed or provided Performance shall be deemed as the Performance Takeover, and this by confirming the following:

- (i) Performance provided, or
- (ii) the scope of the Performance provided in the course of the Invoicing Period,

carried out by SE, in any form, provided that the confirmation makes it clear which Performance it concerns.

Depending on the nature of the Performance, a confirmation on the Performance provided may be considered as meaning, for example a survey protocol, acceptance protocol, copies of service log records, servicing sheet, time sheet, email message, etc. (elsewhere also referred to as the "confirmation of the Performance provided").

9.4.2 In the event that in order to execute the Performance on the premises of SE the Contractor's workers have been assigned entry identification cards or cards (hereinafter referred to as "Entry ID Card") issued by SE, the confirmation of the last Performance carried out under the Contract must state the number of Entry ID Cards, not returned by the Contractor's employees. In such case, SE shall be entitled to claim from the Contractor retention in an amount corresponding to the multiple of the number of unreturned Entry ID Card and the amount of the contractual penalty for failure to return an Entry ID Card in the amount of EUR 30. SE shall apply the amount of retention calculated in such a way until the return of the last Entry ID Card. SE shall be obliged to release the retention within 30 calendar days following the return of the last Entry ID Card.

#### X. SUBCONTRACTORS

10.1 "Subcontractor" means any person, or contractual partner of

the Contractor participating in the Performance of the Contractor's obligations toward SE resulting from the Contract, other than employees of the Contractor. A freelancer is also considered to be a Subcontractor.

10.2 In the event that a Subcontractor participates in the Performance, the Contract must include a list of subcontractors, which must include the designation of the Subcontractor, the type of performance (services, supplies of materials) and the Subcontractor's share in the Performance.

10.3 The approved list of subcontractors may be amended only with the prior written consent of SE in accordance with clause 4.2a).

10.4 The Contractor undertakes to ensure due performance of its obligations resulting from the Contract by means of appropriate arrangement of obligations related to the Contract Performance, in contracts concluded with its Subcontractors. The Contractor undertakes to allow SE to view such contracts at any time .

10.5 SE expressly reserves the right at its own discretion to refuse in writing the participation of a Subcontractor in the Performance at any time during the Contract execution without the Contractor's right to any compensation or reimbursement. In such case, the Contractor shall be obliged to immediately perform all acts necessary to terminate cooperation relating to the Performance with the refused Subcontractor. SE can refuse Subcontractor's participation in particular, however, not exhaustively, in the following cases:

- a) failure to meet the requirements for technical and professional competence of the Subcontractor, or
- b) filing of a petition by an authorised person for the execution of distraint on the Subcontractor's assets, or
- c) publication of a resolution on the commencement of bankruptcy proceedings against the Subcontractor in the Commercial Journal, or
- d) publication of a resolution on the commencement of restructuring proceedings against the Subcontractor in the Commercial Journal, or

a failure to execute previous performances executed for SE, either as a Contractor or Subcontractor, properly and in time.

10.6 The Contractor undertakes:

- a) to request prior written consent from SE in the following cases:
  - (i) additional need arising for Subcontractor's participation in the Performance,
  - (ii) the participation of each other Subcontractor in the Performance,
- b) demonstrate compliance with the requirements for technical and professional competence of the Subcontractor,
- c) to fully pay the Subcontractors for all subcontracted performances and to settle any additional costs related to such subcontracting relations; all the Performance parts performed in the form of subcontracted supplies shall be exclusively at the expense and risk of the Contractor,
- d) to immediately eliminate the violation of any Subcontractor's duty through any suitable means and to bear the resulting consequences including, if suitable, the replacement of a Subcontractor that has violated its obligations,
- e) ensure that the Subcontractors also duly fulfil all obligations assumed by the Contractor in the Contract and its annexes, and that the Subcontractors fulfil their obligations under the



- subcontract so that the Performance is delivered in accordance with the terms of this Contract and that there is no threat or breach of its obligation to deliver the Performance properly and on time; and
- f) to reflect the conditions of the Contract in the subcontract so that the Performance is delivered in compliance with the conditions of the Contract (properly and in time) and it undertakes to agree in the subcontract the possibility of making the subcontract and its related documents available to SE so that such disclosure is not considered a violation of trade secrets of the Subcontractor or a violation of protection of information of a confidential nature.
- 10.7 The Contractor shall be fully responsible for the proper, timely and complete performance of subcontracted supplies by the Subcontractor as if it performed the sub-supply itself, regardless of the fact whether the subcontracted supply is executed by a Subcontractor selected by the Contractor or appointed by SE. If SE has any doubts as to whether the Contractor is fulfilling its duties under a subcontract properly and in time and if according to SE such activity jeopardises the quality and timely delivery of the Performance or part thereof, SE shall be entitled to request from the Contractor evidence confirming that it is fulfilling its duties properly and in time (e.g. by submitting a statement of the Contractor's bank account confirming the timely settlement of Subcontractors' invoices), and the Contractor shall be obliged to submit such evidence without undue delay.
- 10.8 The Contractor shall be fully responsible for complying with all the health, safety, and labour law regulations as well as those from the area of the environment and for obligations concerning Subcontractors.
- 10.9 The fact that SE approves any subcontracted supplies shall in no way limit the Contractor's liability, and shall not, in connection there with, mean any liability for the side of SE arising, since subcontracted supplies do not relieve the Contractor from any contractual obligations or liability. The Contractor shall remain fully liable for any activity, defects, or negligence whatsoever by its Subcontractors and their representatives and personnel in the same way as the Contractor is responsible and liable for its own or its employees' or personnel's activity, defects, or negligence.
- 10.10 In the event that the Contractor breaches any of the duties specified in this Article 9.4.2, SE can claim a contractual penalty from the Contractor pursuant to clause 15.3.
- XI. TRANSFER OF RIGHTS AND OBLIGATIONS
- 11.1 The Contractor undertakes that it shall not, without prior written consent from SE, assign or otherwise dispose of, or trade, whether in return for payment or free of charge, receivables arising from the Contract, nor establish liens on receivables arising from the Contract; else, such act shall be invalid. In the event of a breach of the above, SE shall be entitled to exercise against the Contractor a contractual penalty pursuant to clause 15.5.
- In the event of an assignment of receivables or transfer of liabilities under the Contract (in whole or in part) within an enterprise of which either of the Parties is a part, or in the event of the transfer to a legal successor or company established by a merger or acquisition of such company, such assignment/transfer shall not require the consent of the other Party. The Contractor undertakes to inform SE of such fact without undue delay.
- If in accordance with this clause, the Contractor establishes a lien over receivables from SE under the Contract, the Contractor undertakes to inform SE without undue delay of any change or extinction of the lien established over the receivables from SE
- under the Contract.
- 11.2 The Contractor shall not be entitled to transfer its obligations arising from the Contract without the prior written consent of SE. Any such transfer shall be deemed invalid.
- XII. OBLIGATIONS OF THE CONTRACTOR
- 12.1 The Contractor undertakes to demonstrably acquaint the Subcontractors and its employees involved in the provision of the Performance for the benefit of SE with all obligations arising from these GTCS and to ensure their observance by its employees, Subcontractors, and employees of the Subcontractors.
- 12.2 On the basis of a request by SE, the Contractor shall be obliged to provide SE with all information and data regarding the provision of the Performance under the Contract or to supplement such information within an appropriate time period. At SE's request, the Contractor is obliged to submit documents proving the nature of the Contractor's contractual relationship with personnel entering the premises of SE (e.g. a certificate of registration with the Social Insurance Agency).
- 12.3 The Contractor declares that:
- a) the items delivered by the Contractor in connection with the execution of the Performance are not and shall not be encumbered by any right of a third party, in particular, but not only, a lien of a third party or a pre-emption right;
  - b) such items are not leased and shall not be leased to any third party at the time of the provision of the Performance; and
  - c) there is no legal regulation or decision of a public authority that would in any way prevent the Contractor from disposing with such items.
- 12.4 During the life of the Contract, the Contractor is obliged to notify SE in writing no later than 5 working days from the delivery of SE's application:
- a) any changes regarding its:
    - i. business name,
    - ii. registered office or place of business,
    - iii. scope of business,
    - iv. statutory bodies including the way of their acting towards third persons,
    - v. ownership and / or management structure, (e.g. information on its partners / shareholders (direct or indirect), its ultimate beneficial owners, members of the bodies and their relatives),
  - b) documents and personal data of the Contractor's employees, through which the Contractor provides the service to the extent necessary to control the fulfilment of the prohibition of illegal employment in connection with Section 7b(5) of Act no. 82/2005 Coll.
- In the event of a breach of the Contractor's obligations under this clause, SE shall be entitled to exercise a contractual penalty against the Contractor in accordance with clause 15.3.
- 12.5 Without undue delay, but no later than within 5 working days from the occurrence of the relevant event, the Contractor is obliged to notify SE of:
- a) the Contractor entering liquidation;
  - b) the commencement of enforcement on the Contractor's assets; or
  - c) initiation of proceedings pursuant to Act no. 7/2005 Coll. on Bankruptcy and Restructuring and on Amendments to





Certain Acts, as amended.

At the same time, the Contractor is obliged to notify SE without undue delay if any of its employees, who was allowed to enter SE premises for the purposes of the Performance, has ceased to meet the conditions for admission, in particular the conditions of good repute. This notification duty shall apply accordingly to the subcontractors' employees and freelancers.

In the event of a breach of the Contractor's obligations under this clause, SE shall be entitled to exercise a contractual penalty against the Contractor in accordance with clause 15.3.

12.6 The Contractor declares that:

- a) it has all the authorisations required by the respective legal regulations and respective bodies for fulfilling the Contract conditions and for proper and timely Performance execution and that the executed Performance is in accordance with its line of business,
- b) is able to perform the Performance properly and in a timely manner in accordance with the terms of the Contract and its annexes; the Contractor also declares that the Performance will be performed by professionally qualified employees who also meet the conditions of integrity and other conditions in accordance with applicable legislation and GTT, or STT, if they are part of the Contract,
- c) in the event that the Contract also contains a list of subcontractors, the Contractor undertakes to observe the duties specified in Article 9.4.2; in the event that the Contractor violates the duties specified in Article 9.4.2, SE shall be entitled to claim from the Contractor a contractual penalty in accordance with clause 15.3,
- d) it is aware of the scope of the Performance as well as of other circumstances affecting the fulfilment of the Contract and Performance execution. In this regard, the Contractor confirms that it cannot invoke an error or an action by mistake or a fact that some deliveries are not specified in the Contract or its annexes, unless the errors or mistakes are caused exclusively by SE by its wilful activity, or if SE did not draw attention to them prior to the signing of the Contract,
- e) has duly checked in detail all documents, documents submitted to it by SE or forming annexes to the Contract, and at the same time undertakes to perform the Performance on the basis thereof; in this connection, the Contractor is also obliged to check any other things, documents, background documentation provided by SE for the purposes of executing the Performance and any discrepancy, ambiguity, error or possible incompleteness or imperfection that has resulted or could result in defects, any deviation from the contractually determined standard or purpose of the Performance, or impact on the Price of the Performance, the Contractor is obliged to notify SE of in writing without undue delay (no later than within 7 days from the date of their acceptance); else the claims of the Contractor, connected with the incompleteness or imperfection of the documents submitted to it by SE, shall lapse,
- f) it shall not, either directly or indirectly via a Subcontractor, supply SE with a work or service by means of a natural person employed illegally,
- g) it is not a Sanctioned Person pursuant to the Sanctions Clause.

12.7 In executing the subject matter of the Performance under the Contract, the Contractor undertakes to observe all the duties

resulting from:

- a) generally binding legal regulations of the SR,
- b) from generally binding legal regulations governing the area of labour law and illegal employment and occupational health and safety, fire protection, the creation and protection of the environment, and
- c) those parts of SE internal regulations, with which it has demonstrably familiarised itself and that are applicable to:
  - (i) the activities performed by the Contractor for SE, and
  - (ii) the operation of the Contractor's employees on the sites and in SE's premises on the basis of the Contract,
- d) from the Sanction Clause

12.8 If certain essential facts concerning the execution of the Performance are not recorded in the Contract or its annexes, and if the Contractor was able to learn about them in exercising due care, the Contractor is obliged to notify SE of these facts in writing no later than before signing the Contract. In the event that the Contractor fails to inform SE in writing of such facts, SE shall not be obliged to accept, after the conclusion of the Contract, any comments on facts found later or not indicated, and they shall be deemed to have been known by the Contractor prior to signing the Contract.

12.9 In the event of any conflict between the Parties regarding the scope, contents or quality of the Performance in cases that are not directly or indirectly solved by the Contract or its annexes, the written opinion of SE shall be decisive until the adoption of a mutual agreement of the Parties or a decision of the competent body and the Contractor shall be obliged to respect the opinion of SE and to comply with any conditions set out therein. The Party, whose opinion in solving the conflict turns out to be incorrect shall bear the costs connected with resolving this conflict.

12.10 If, during the Performance execution, any conflicts arise between SE and the Contractor, Performance must not be suspended, interrupted, or delayed or otherwise affected from the side of the Contractor.

12.11 Any consent or approval of SE, or authorised representative of SE, regarding the Performance, documents, documentation or performances executed by the Contractor, does not release the Contractor from its responsibility for the proper and timely execution of the Performance, as well as the correctness of the submitted documents, documentation, or background documentation.

12.12 In the event that the provisions of Act no. 343/2015 Coll. on public procurement and on the amendment of certain acts as amended (hereinafter referred to as "Public Procurement Act") the Contractor declares that as of the date of concluding the Contract it is entered in the Register of Public Sector Partners (hereinafter referred to as "Register") in accordance with Act no. 315/2016 Coll. on the register of public sector partners and on amendments to certain acts as amended (hereinafter referred to as the "Register of Public Sector Partners Act") and for the entire duration of the Agreement shall be entered in the Register. The representation on the obligation to be entered in the Register under the previous sentence shall apply also to any Subcontractors.

#### XIII. DAMAGE LIABILITY

13.1 The Contractor shall be responsible for losses that it causes to SE through failing to adhere to legal or contractual obligations or



through its activity in fulfilling the Contract..

- 13.2 If SE incurs damage during the performance of the Contract in connection with the Contractor's activities, the Contractor undertakes to compensate SE for this damage in the proven extent in accordance with this article, with the exception of lost profits. The Contractor is obliged to compensate SE for the damage within 10 days from the date of delivery of the statement of damage to the Contractor.
- 13.3 A claim for the payment of contractual penalties according to the Contract or Article XV, shall not prejudice SE's claim to damage compensation in an amount exceeding the contractual penalty.
- 13.4 SE and the Contractor shall not be liable for damage suffered as a result of circumstances excluding liability pursuant to Article 16.7c).
- XIV. WARRANTY AND LIABILITY FOR DEFECTS
- 14.1 The Contractor declares and guarantees that the Performance will be delivered to SE in compliance with and in the scope, quality and under the conditions agreed in the Contract and annexes thereto. At the same time, the Contractor guarantees that the Performance will be free of legal defects.
- 14.2 Unless stated otherwise in the Contract, the Contractor undertakes that the Performance will retain its properties pursuant to the Contract and the Contractor shall be held liable for defects of the Performance throughout the warranty period, which is 24 months.
- 14.3 The Performance has defects if it does not correspond to the result specified in the Contract, the purpose of its use, or it does not have the properties explicitly stipulated by the Contract or generally binding legal regulations.
- 14.4 The Contractor shall be held liable for defects of the Performance at the time of its handover and takeover by SE, regardless of when the defect was detected by SE, even if the defect becomes patent (detected by SE) after this time, if SE notifies such defects to the Contractor no later than the expiry of the warranty period.
- 14.5 In the event that the Performance shows patent defects at the takeover, SE shall be entitled to refuse to take over the Performance. If takeover of the Performance is refused, SE shall make a record in which it shall state the defects. One counterpart of the record on the refusal to take over the Performance shall be provably handed over to the Contractor. The Contractor is obliged to remove the defects without undue delay, however at latest within 5 working days, unless the Parties agree otherwise. After their removal, the Contractor is obliged to re-invite SE to take over the Performance in accordance with this clause. In the event that the Contracting Parties agree on a longer period than 5 working days, the Contractor is obliged to start eliminating defects within 2 working days from the issuance of the registration in accordance with this clause.
- 14.6 The Contractor shall not be liable for defects in the Performance caused by the submission of inappropriate or incomplete documentation to SE:
- if the Contractor could not have ascertained their unsuitability even when exercising due professional care; however, this does not apply in the event of a breach of the Supplier's declarations or obligations pursuant to clause 0, or
  - if the Contractor notified SE in writing of the unsuitability and

SE insisted on their use.

- 14.7 Claims for defects
- If the Contractor provided a Performance with defect(s), SE may:
- require the removal of the defect(s) by the delivery of missing Performance, or
  - require the removal of defect(s) at the Contractor's expense in the form of repair in the case of reparable defects; or
  - demand an appropriate discount off the Performance Price.
- SE shall be entitled to choose from the claims referred to in this clause only if SE informs the Contractor of its choice in the claim.
- SE shall be entitled to refuse partial Performance, i.e. Performance that does not contain the agreed scope of the Performance.
- All costs connected with removing the defects shall be borne by the Contractor.
- 14.8 SE shall claim defects at the Contractor in writing without undue delay from the time of detecting them. SE shall define its requirements and the choice from among the claims mentioned in clause 14.7Chyba! Nenašiel sa žiaden zdroj odkazov.. SE may also enclose appropriate evidence with its claim. SE may not change the applied claim without the Contractor's approval, except in the following cases:
- After the passage of the period of time set by SE or a period defined in clause 14.9, the Contractor has failed to carry out any significant part of acts leading toward satisfaction of SE's claim, or
  - Unreasonably extensive cooperation would be required from SE for the removal of the defects, or
  - The removal of the defects would be only possible after the passage of an inappropriate period of time.
- 14.9 Unless otherwise stated in the SE complaint, the Contractor undertakes to start eliminating defects without undue delay from the delivery of the SE complaint in writing, but no later than within a maximum of 3 working days from the complaint. The Contractor is obliged to remove the claimed defects in the shortest possible period of time, however, at the latest within 5 working days after delivery of the claim to the Contractor, unless SE has stipulated otherwise in its claim.
- 14.10 In the event of the Contractor being in delay with fulfilling the obligation to eliminate the defects of the Performance within the specified period, SE shall have the right to apply a contractual penalty against the Contractor in accordance with clause 15.3.
- 14.11 The Contractor is not entitled to refuse or delay in any way the elimination of the claimed defect, even if it is of the opinion that the claim in question is not justified.
- 14.12 Claims for failure to remove defects
- If the Contractor fails to remove the defects within the deadline referred to in clause 14.10 or if the Contractor notifies SE prior to the expiration of the deadline for their removal that it will not remove the defects, SE may:
- remove the defects itself or have them removed by a third party without any effect on the Contractor's warranty, and this at the Contractor's expense,
  - claim an appropriate discount off the Price for the



Performance;

- c) withdraw from the Contract.

In such case, SE is obliged to inform the Contractor of its decision in writing and without undue delay.

14.13 Price discount

In the case that SE seeks a price discount as a result of defective Performance, the Parties agree that the price discount will be defined on the basis of their written agreement. If the Parties do not agree on an appropriate price discount within 30 days from the day of sending of a claim notice, the price discount shall be calculated as a sum of:

- a) the difference between the value of the Performance, which the Performance should have without defects, and the value of the defective Performance at the time when the Performance was to be delivered, and
- b) costs to be outlaid by SE on activities necessary for the Performance to become free of any defects pursuant to the Contract.

The value of the Performance without defects and the value of the Performance with defects as well as the sum of costs outlaid by SE for eliminating the defects shall be determined by an expert opinion submitted by SE.

In the case that SE applies a price discount before issuing an invoice for the Performance to which the price discount relates, the Contractor shall decrease the invoiced price by the amount of the discount. In the case that SE applies a price discount after issuing an invoice for the Performance, the Contractor shall issue an invoice for the correction of the VAT base pursuant to applicable legislation, unless the provision below applies. The Contractor shall be obliged to issue and deliver the corrective invoice no later than 15 days from the day when the Parties agreed on the price discount. The provisions of clause 7.2 shall apply to the delivery of a corrective invoice.

If the Contractor is a VAT payer in the SR, and SE applies a price discount pursuant to this clause, the Contractor and SE agree, that pursuant to the provision of Section 25(6) of the Act on VAT, the tax base and tax payable shall not be adjusted

14.14 Legal Defects

14.14.1. The Performance shall be deemed to have legal defects if it is encumbered with a third-party right or if the Contractor is obliged to create such third-party rights (e.g. with a right resulting from industrial and intellectual property, lien, etc.). The Performance shall also be deemed to have legal defects in a case pursuant to Section 433(2) of the Commercial Code. The application of Section 434 of the Commercial Code shall be excluded for the purposes of this Contract (hereinafter referred to as "Legal Defects").

14.14.2. SE shall be obliged to notify the Contractor of the Legal Defects in writing after it has learned of the exercise of the third-party right.

14.14.3. If the Performance has any Legal Defect, SE shall have the right to request the Contractor to initiate the necessary steps to eliminate the Legal Defect at its own expense without undue delay, no later than 5 days from the delivery of the written notice of the Legal Defect at its own expense. Unless the Contracting Parties agree otherwise, the time limit for eliminating the Legal Defect is 30 days. If the nature and circumstances of the defect do not allow the elimination of the Legal Defect within 30 days, the

Contractor may, without undue delay, request an extension of this period. SE shall set a longer appropriate period for eliminating the Legal Defect, provided that SE's legitimate interests are not affected, in particular if the extension of the period may not cause SE to incur, or incur increased, damage or loss of production.

14.14.4. If the Contractor fails to remove the Legal Defects of the Performance within the deadline pursuant to preceding clause, SE shall be entitled to:

- (i) request a discount off the Price; or
- (ii) withdraw from the Contract.

14.14.5. SE is obliged to decide between the claims stated in this clause within 30 days following the expiry of the deadline pursuant to clause 14.14.3.

Until the Legal Defects have been removed, SE shall not be obliged to pay that part of the Price that would correspond to SE's right to a discount if the Legal Defects were not to be removed.

14.14.6. In the case of Legal Defects of any component of the Performance, the Contractor shall be also obliged to defend SE, at its own expense, against the claims of third parties resulting from a breach of their rights, and to pay all sums, in particular, the costs, damages and costs of legal representation, awarded by a final court decision to the third party, or to which such a third party will be entitled, according to a third-party settlement agreement approved by the Contractor, provided that SE notifies the Contractor in writing of the Legal Defects within the deadline pursuant to preceding clause and allows the Contractor to cooperate with SE in the defence and related negotiations on a settlement.

In such case, the Contractor shall have the obligations referred to in this clause also in the case that third-party rights are breached due to the actions of SE, or a third party authorised by SE, made according to the specifications or instructions communicated by the Contractor to SE in advance.

XV. CONTRACTUAL PENALTIES AND SANCTIONS

15.1 In the event that the Contractor does not start providing the Performance within the term according to the Contract, or if the provision of the Performance is interrupted, SE may apply a contractual penalty to the Contractor in the amount of 10% of the Price.

15.2 If the Contractor fails to meet the deadline for the delivery of the Performance agreed in the Contract, SE may claim from the Contractor a contractual penalty in the amount of 0.5% of the Price for non-delivered Performance for every, even commenced, day of delay. This also applies in the event of non-delivery or delayed delivery of documents that are necessary for taking over or using the Performance, or other documents that the Contractor is obliged to hand over to SE under the Contract.

15.3 In the event that the Contractor does not promptly start with eliminating defects of the Performance, or does not continue in the duly started elimination of defects or does not meet the deadline for eliminating defects of the Performance or Legal Defect in accordance with clause 14.9, or within another period agreed between SE and the Contractor, or specified in the Acceptance Protocol, SE may apply a contractual penalty against the Contractor in the amount of 0.5% of the Price, for each individual defect of the Performance and for each day of delay in



- removing it.
- 15.4 In the event that the Contractor fails to comply with any of the obligations set out in clause 12.4 or 0, SE is entitled to exercise against the Contractor a contractual penalty in the amount of EUR 100 for each individual breach.
- 15.5 In the event that the Contractor breaches any of the obligations set out in Article 9.4.2, SE may apply against the Contractor a contractual penalty of 1% of the Price for each individual breach, unless the Contractor breaches its obligation to pay in full Subcontractors for all subcontracting performances and / or to pay any additional costs related to these subcontracting relationships pursuant to clause 10.5 c) , in which case SE may impose a contractual penalty on the Contractor in the amount of 100% of the part of the Price that was subcontracted and such subcontracting has not been paid in full by the Contractor to the Subcontractor for each individual breach and / or contractual penalty of 100% for any additional costs related to this subcontract or part thereof that were not paid, and this for each individual infringement.
- 15.6 If the Contractor assigns or establishes a lien over receivables resulting from the Contract in contravention of clause 10.10, SE may claim from the Contractor a contractual penalty in the amount of 100% of the financial volume of such assigned, pledged or sold receivable. For the purposes of this clause, the financial volume shall mean the total value of the principal receivables including the value of accessories to the receivables as at the date of the assignment or sale or other handling of the receivable.
- 15.7 If information of a confidential nature (as defined in clause XXI, in particular trade secrets, personal data, confidential information of financial nature, sensitive information pursuant to Section 3(16) and (17) of Act No. 541/2004 Coll. on the peaceful use of nuclear energy (Atomic Act) and on the amendment of certain acts as amended, sensitive information about critical infrastructure etc.) is leaked due to reasons for which the Contractor is liable or if the Contractor breaches any obligation from those mentioned in the Article XXI, SE may claim from the Contractor a contractual penalty in the amount of EUR 20 000 for each breach.
- 15.8 For a violation of the ban on bringing in and taking out unauthorised things and objects in accordance with clause 0, the SE may claim from Contractor a contractual penalty in the amount of EUR 1 700 for each individual case. A worker for the Contractor who breaches the prohibition will be included in the database of undesirable persons with entry banned for the whole Contract term, at minimum for a period of 12 months from such violation, and potentially for longer period, depending on the severity of the breach.
- 15.9 In the case of a breach of the obligation set under clause 9.1.5, SE may apply against the Contractor and/or the Contractor's Personnel the following sanctions:
- If an alcohol test result is in the range from 0.01 mg/l to 0.29 mg/l (0.30 – 0.60 per mille) inclusive – the tested Contractor's worker shall be banned from entry to SE; he shall be expelled from SE's premises, escorted by an SBS or authorised worker of SE and his Entry ID Card shall be retained. The Contractor's employee will be prohibited from entering SE premises by SE, though for a maximum of 12 months. If, during the next 12 months, the Contractor's inspected employee repeatedly violates the ban on alcohol consumption, he will be prohibited from entering SE premises for a period of 5 years.
  - If the result of the test for the presence of alcohol exceeds 0.29 mg / l (more than 0.60 per mille), or in case of reasonable suspicion that the Contractor's employee is under the influence of narcotics and / or psychotropic substances, or in case of a positive result on consumption of narcotics and / or psychotropic substances on the basis of an SE examination or examination at the relevant medical facility – the Contractor's inspected employee will have his Entry ID Card taken, will not be allowed entry and will be expelled from SE premises accompanied by an SBS or authorised SE employee. The Contractor's employee will be prohibited from entering SE premises for a period of 5 years.
- In case of refusal to undergo an alcohol test or an examination for the use of narcotic and/or psychotropic substances – the Entry ID Card of the tested Contractor's worker shall be taken; the Contractor's worker shall be banned from entry to SE's premises for the period of 5 years months and he shall be expelled from SE's premises, escorted by an SBS or authorised SE worker.
- 15.10 For a demonstrable violation of legal regulations and rules of occupational health and safety and fire protection by the Contractor, SE may apply to the Contractor a contractual penalty in the amount of up to EUR 500 for each individual case.
- 15.11 For not reporting an emergency, such as accident, fire, accidents, etc., SE may apply a contractual penalty to the Contractor in the amount of EUR 2 000 for each case.
- 15.12 In the event of a repeated violation of the OHS and FP rules by the same Contractor employee, in the event of a violation of the general smoking ban, or in the event of a violation of OHS and FP rules that is considered serious by SE, SE is entitled to expel the Contractor's employee from SE premises. while this employee of the Contractor will be included in the database of unwanted persons who are prohibited from entering during the duration of the Contract, for a maximum period of 12 months.
- 15.13 If the Contractor breaches the OHS and FP legal regulations and rules, resulting in:
- registered occupational injury of an SE employee, an employee of the Contractor or a third party, SE are entitled to apply to the Contractor a contractual penalty in the amount of 1% of the Price, but at least EUR 5 000 for each individual case
  - a fatal accident at work of SE's Personnel, the Contractor's Personnel or a third party's personnel, or a serious accident at work of SE's Personnel, the Contractor's Personnel or a third party, causing the person's incapacity for work lasting longer than 30 days, SE may claim a contractual penalty from the Contractor in the amount of 2% of the Price, though not less than EUR 33 000 per each case.
- 15.14 In the event that SE is fined or any other type of sanction by public authorities in connection with a breach of the Contractor concerning:
- notification obligations pursuant to clauses 8.1 and 8.2 of these GTCS,
  - issuance of an invoice that does not meet the requirements under the relevant legislation applicable in the country of the Contractor's residence, or the if the invoice does not contain the requirements under the Contract,
  - tax and / or customs obligations, or
  - OHS and FP obligations,
- that are set out in the Contract, SE shall be entitled to a contractual penalty and the Contractor shall be obliged to pay a contractual penalty in the amount of the imposed penalty and/or



sanction, and this in its full amount.

If SE is obliged to pay a certain financial sum imposed by state authorities in connection with the Contractor's breach of tax and/or customs obligations pursuant to applicable legal regulations (e.g. additionally levied tax, nonrecognition of entitlement to deduct VAT) in addition to the imposed sanction and/or penalty as stated in the previous sentence, this financial sum shall also be included in the contractual penalty agreed herein.

The Contractor hereby declares pursuant to Section 401 of the Commercial Code, that the limitation period for SE's right to contractual penalty as stipulated herein, shall not be statute barred earlier than 10 years after the day of the breach of the Contractor's obligation as set out herein, if no special arrangement for the start of the limitation period is defined in special legal regulations.

- 15.15 Any contractual penalties under the Contract shall be applied in the form of a penalty invoice, demand or other document issued by SE and are payable within 10 days from the date of issue of the penalty invoice.
- 15.16 The Parties declare that they consider the amount of contractual penalties agreed under the Contract to be appropriate to the liabilities secured.
- 15.17 A claim for payment of the contractual penalty shall not relieve the Contractor of the obligation to provide the Performance or hand over the documents under the Contract.
- 15.18 If the amount of contractual penalties that SE has claimed from the Contractor pursuant to the Contract, exceeds the limit of 50% of the Price, SE shall be entitled to withdraw from the Contract.
- 15.19 SE may, at its own discretion with regard to the circumstances of individual case, decide not to apply the contractual penalty under the Contract in its full amount. Such partial application of a contractual penalty claim shall not result in the lapsing of SE's claim to apply the rest of the unapplied part of the contractual penalty later. The Contractor has no claim for a reduction of the contractual penalty.

#### XVI. TERMINATION OF THE AGREEMENT

- 16.1 SE and the Contractor have agreed that the Contract shall lapse upon:
  - a) delivery of the Performance and upon fulfilment of the related contractual obligations of the Parties,
  - b) expiration of the term for which the Contract is concluded,
  - c) written agreement of the Parties,
  - d) written notice of termination under clause e),
  - e) by written withdrawal from the Contract according to clause 16.3.
- 16.2 Termination of the Contract by notice
 

Unless agreed otherwise in the Contract, SE shall have the right to terminate a Contract for recurrent Performance concluded for a fixed term, without giving reason, by delivery of a written notice of termination to the Contractor.

The notice period is 1 month which shall start to run on the first day of the month following the delivery of the notice to the Contractor.
- 16.3 Withdrawal from the Contract
 

Any Party is entitled to immediately terminate the Contract in the

following cases:

- a) pursuant to Section 345(1) of Commercial Code, i.e. in the case of material breach of legal obligations or obligations laid down in the Contract by the other Party, provided that the Party notifies the other Party thereof immediately upon learning of such breach, or
- b) pursuant to Section 346(1) of the Commercial Code, i.e. in the event of a minor breach of the Contract, if the other Contracting Party breaches any of its legal or contractual obligations and does not remedy it even within an additional reasonable period on the basis of a written demand,
- c) if the other Contracting Party acts in any way contrary to the principles of fair trade, commits unfair competition, acts in violation of the legislation on the protection of competition, or by its actions damages the good name and legitimate interests of SE,

in which case termination shall be based on a unilateral written notice.

For the avoidance of doubt, if SE does not exercise the right to immediate withdrawal from the Contract pursuant to point a) above, it may set the Contractor and additional appropriate period of time and proceed in accordance with point b) above.

- 16.4 Withdrawal from the Contract due to reasons on the side of the Contractor

A material breach of the Contract by the Contractor shall be considered to mean, in particular, but not limited to:

- a) The Contractor being in more than 30 days' delay with due completion of the Performance,
- b) The Contractor's interruption or suspension of the Performance without the instruction or consent of SE, and this for a period exceeding 5 days,
- c) non-compliance with the agreed deadline for the elimination of the defect of the Performance, or delay in eliminating a defect found during the execution of the Performance, which was recorded by the complaint, or other usual record with which the Contractor was acquainted,
- d) if the Contractor violated, circumvented or failed to comply with the provisions of those clauses of the Contract, the violation of which is considered a material breach of the Contract, applicable legal regulations or internal rules of SE concerning occupational health and safety, FP, environmental protection, entrances to SE facilities, prohibition of illegal employment or obligations towards SE resulting from legal regulations valid on the territory of the Slovak Republic regulating the area of illegal employment,
- e) If the Contractor is declared bankrupt, the Contractor is in liquidation, bankruptcy proceedings against the Contractor were discontinued due to lack of assets or bankruptcy was cancelled for lack of assets,
- f) If the Contractor, the Contractor's statutory body or a member of the Contractor's statutory body has been lawfully sentenced for the criminal offence of corruption, for the criminal offence of harming financial interests of the European Union, for the criminal offence of money laundering, for the criminal offence of setting up, organising and supporting a criminal gang, for the criminal offence of setting up, organising and supporting a terrorist group, a criminal offence of terrorism, or some forms of involvement in terrorism or for a criminal offence concerning their



professional conduct,

- g) If the Contractor has been deprived of authorisation to perform the subject matter of the Contract,
- h) Breach of a trade secret or disclosure of information of a confidential nature,
- i) If the Contractor has breached any obligation mentioned in the Article 9.4.2 on Subcontractors or if the Contractor has breached a subcontract and in the Customer's opinion, such breach jeopardises the quality and timely delivery of the Performance or part thereof (e.g. the Contractor fails to pay the Subcontractor's invoices properly and on time),
- j) other breach of obligations by the Contractor, which may affect the proper completion of the Performance,
- k) refusal by the Contractor to start executing the Performance,
- l) refusal by the Contractor to continue executing the Performance according to the instruction from SE to continue executing the Performance, the interruption of which was ordered by SE,
- m) if the Contractor assigned a right or established a lien over receivables resulting from the Contract without prior written consent from the Customer, in contravention of clause 11.1
- n) if the Contractor, with whom the Contract has been concluded on the basis of a tender, fails to submit to SE a declaration which he is obliged to submit under the terms of the tender, or if the submitted statement proves to be false, incomplete or distorted, or if it reveals a reason on the basis of which the tenderer could have been excluded from the competition.
- o) if, in the case of a Contract concluded on the basis of Public Procurement Act, the Contractor and / or any Subcontractor was not entered in the Register at the time of concluding the Contract, or if it was deleted from the Register during the term of the Contract,
- p) the provision of incomplete or untrue information under clause 12.5,
- q) there is a reason to withdraw from the Contract under the Sanctions Clause,
- r) failure to conclude an addendum to the Contract pursuant to clause 4.2b).

The Contractor is obliged to inform SE without undue delay of the occurrence of any of the aforementioned situations, which may be grounds for SE to withdraw from the Contract.

For the avoidance of doubt, the Contracting Parties have expressly agreed that SE is entitled to withdraw from the entire Contract even if the subject of the Contract is several separate Performances and the breach of the Contract, whether substantial or insignificant, concerns only any individual Performance.

In the event of a withdrawal from the Contract due to reasons on the Contractor's side, SE shall be entitled to require handover of that part of the Performance already executed by the Contractor. In such case, SE shall pay to the Contractor the proportion of the Price corresponding to the Performance executed.

For the avoidance of doubt, the Parties state that withdrawal from the Contract shall not prejudice (i) SE's claim for payment of a contractual penalty under this Contract that arose prior to withdrawal, (ii) an agreement of the Parties regarding dispute resolution, or (iii) SE's claim for compensation of damage

incurred prior to withdrawal.

The provisions of this clause 16.4 shall apply accordingly for any other reasons for withdrawal that may occur under the Contract or its appendices.

**16.5** Withdrawal from the Contract for reasons on side of the Contractor related to non-compliance with OHS and FP conditions

SE is entitled to withdraw from the Contract in the event that the Contractor breaches any of the obligations relating to OHS and FP of the Contractor's employees, or persons participating in the execution of the Performance, in particular:

- (i) in the event that SE finds out that the Contractor uses employees for the execution of the Performance who do not meet the requirements for the given performance of work, stipulated by the Contract or the relevant legal regulations,
- (ii) in the event that SE finds that the Contractor does not comply with the requirements set out in the Contract or the relevant legal regulations relating to occupational health and safety and FP,
- (iii) in the event that SE finds that the Contractor has breached any of the obligations set out in the Contract relating to occupational safety and health.

**16.6** Unless otherwise agreed in the Contract, withdrawal shall enter into effect on the day of the delivery of the notice of withdrawal to the other Party and shall not affect the confidentiality of information provision, which shall remain valid and effective.

**16.7** In the event of withdrawal from the Contract, the Parties shall agree within 15 days on the manner of settling liabilities resulting from the terminated contractual relationship.

Unless the Contracting Parties agree otherwise, SE will not return the accepted Performance and the Contract will not be cancelled from the very beginning; SE shall pay for the accepted and invoiced part of the Performance and, if this part of the Performance has not yet been received and invoiced, SE shall pay the Contractor only the amount by which it has been enriched, with regard to the degree of completion of the Performance. The sum shall be determined on the basis of an agreement of the Parties. If the Parties do not agree within 15 days from delivery of SE's written notice of withdrawal from the Contract, the sum shall be determined by SE. In such case, SE shall pay the Contractor only the amount due for the work, services, or performances carried out, handed over and invoiced before the termination of the Contract came into effect.

The Contractor shall be obliged to return to SE any documents or materials provided to the Contractor by SE in connection with the Contract, namely immediately after:

- a) the Contractor delivered the Performance to SE pursuant to the Contract;
- b) withdrawal from the Contract or termination of the validity or effect of this Contract in any other way; or
- c) SE requests this.

**XVII. CIRCUMSTANCES EXCLUDING LIABILITY / FORCE MAJEURE**

**17.1** Neither Contracting Party shall be liable for non-fulfilment of its obligations under the Contract, except for the Supplier's obligation to provide SE with information pursuant to clauses 8.1, 8.4, 8.5 and 12.4 if it proves (the conditions must be met cumulatively) that non-fulfilment was caused by circumstances



- excluding liability.
- 17.2 The Party on whose side a circumstance excluding liability due to force majeure has occurred, is obliged to inform the other Party about such obstacle preventing it from duly fulfilling an obligation, without undue delay after having learnt of the obstacle, or having been able to learn of it in view of all the circumstances.
- 17.3 The time for Performance under the Contract is extended by the duration of the circumstances excluding liability. During this period, the eligible Party is not entitled to withdraw from the Contract.
- 17.4 If circumstances excluding liability last longer than 6 months, either Party shall be entitled to unilaterally withdraw from the Contract; such withdrawal shall be effective on the day of delivery of the notice of withdrawal to other Party.
- 17.5 The Contractor may not invoke circumstances excluding liability for the occurrence of any event giving rise to a conflict with sanctions regulations independently of the Contractor's will (e.g. causing such an event by a person in the Contractor's ownership, management or control structure, the Contractor's subcontractor or contractor, any issuer of any applicable sanction list, or by a third party).
- XVIII. LABOUR LAW, OHS AND FP**
- Provisions of this article shall apply only in the case that the Contractor enters SE's premises.
- 18.1 Contractor's obligations regarding OHS and FP
- 18.1.1. In all working areas of SE, smoking is generally forbidden. Smoking is allowed only in the marked areas (smoking areas) provided for this purpose. The Contractor undertakes to comply with this regulation. The Contractor also undertakes to inform the personnel engaged in the execution of the Contract in the premises of SE about the prohibition of smoking during the execution of the Performance under the Contract.
- 18.1.2. For the entire duration of the Contract, the Contractor is obliged to:
- to provide services in full compliance with the Contract, as well as to comply with all provisions of applicable laws, regulations and technical standards required by the competent authorities in force during the implementation period, as well as any other regulations that could affect the Contract; the Contractor shall bear all its obligations and costs directly;
  - comply with all applicable legislation and SE's internal rules and guidelines for ensuring occupational safety and health and fire protection;
  - to enable SE and / or third parties authorised by SE to carry out the checks provided for in the Contract and / or in the applicable legislation in order to verify compliance with the Contractor's obligations under this article of these GTCS.
- 18.1.3. The Contractor is responsible for the safe condition of the work equipment used (e.g. electrical equipment, measuring instruments, cameras, camcorders, etc.). He is obliged to operate and maintain such work equipment in such a technical condition and to behave in the premises of SE so as not to cause damage or any violation of the instructions and rules of SE. In the case of finding deficiencies in the Contractor working equipment or its unauthorised use on SE premises, SE shall have the right to suspend their operation or remove them from its premises. Any delay with the Performance shall not be deemed a delay caused by SE.
- 18.1.4. The Contractor is obliged to ensure that the Contractor's employees use only those entrances and exits that are intended for them for these purposes, staying at the workplace that is related to the execution of the contractual Performance,
- 18.1.5. The Contractor is responsible for the professional and medical capability and sufficient training in OHS and FP of its personnel, also including freelancers and the personnel of subcontractors. The Contractor is obliged to conduct and manage the Performance so as to prevent injury of SE personnel, its own personnel as well as third-party personnel and to prevent damage to property and the environment. The Contractor is obliged to ensure that the Contractor's employees do not perform the Services under the influence of alcohol or narcotics and psychotropic substances, do not stay in SE premises under the influence of alcohol or narcotics and psychotropic substances, and do not consume alcohol or narcotics and psychotropic substances at the workplace.
- 18.1.6. The Contractor shall equip its personnel with the necessary personal protective equipment (hereinafter referred to as "PPE") and ensure it is used. In the case of entry into the technological premises and construction sites of SE, the Contractor is obliged to use at least the following PPE: protective helmet with fixation strap according to EN 397, (ii) safety goggles according to EN 166, EN 170, (iii) safety footwear according to STN EN ISO 20345 in the design of at least S3 or S1P and (iv) work clothes (on an outdoor construction site clothing with reflective elements, or a reflective vest), in technological spaces in antistatic design meeting the requirements of EN 1149-5. In the event that it is necessary to use other prescribed PPE for the performance of the Contract, the Contractor shall ensure the allocation and use of these PPE beyond the minimum requirements.
- 18.1.7. The Contractor is obliged to fulfil duties connected with occurrence of incidents (accidents, fire, emergencies, near misses, first aid, etc.) toward competent public authorities and to report to them, as well as to SE, the occurrence of all incidents immediately (within 30 minutes) for the purposes of objective investigation and adopting preventive measures.
- 18.1.8. In the event of an accident, if the affected worker could not be tested for alcohol, the Contractor is obliged to ensure that such a test is performed as soon as possible. A record of the test shall be immediately submitted to SE.
- 18.1.9. In the case of a fire and its subsequent extinguishing by the fire units using their fire extinguishers, if the fire started at the Contractor's fault, the Contractor undertakes to pay the costs connected with extinguishing the fire.
- XIX. INSURANCE**
- 19.1 The Contractor's insurance policy must be valid for the entire duration of the Contract, concluded in the scope and with a limit that sufficiently covers all damage that the Contractor may cause by its activity. In the case that the Contractor provides a warranty



on the Performance, the insurance policy shall be valid in the aforementioned range also during the warranty period.

## XX. INDUSTRIAL & INTELLECTUAL PROPERTY

20.1 The Parties take note that, under Section 558 et seq. of the Commercial Code, if the subject of Performance is a result of activity that is protected by law of industrial or intellectual property (hereinafter referred to as a "copyright work"), SE is entitled to use it for the purposes resulting from the Contract in manners necessary for the proper use of the Performance, in particular for the use according to Section 19 of Act No. 185/2015 Coll. the Copyright Act, as amended (hereinafter referred to as the "Copyright Act"), for the duration of the copyrights under Section 32 of the Copyright Act. The remuneration for the use of a copyright work pursuant to this clause is included in the Price.

Purposes arising from the Contract and under the preceding clause shall be understood to include the following manner of using the copyright work: (i) processing of the copyright work for the purposes of future repairs, maintenance, reconstructions, changes or enhancements to SE assets, (ii) the provision of the copyright work for processing to SE contractual partners for the purpose of maintaining the value of SE assets, which includes not just maintenance, but also maintaining the functionality, as well as adding new functions and improvements.

If a result of the Performance of the Contract is the supply of project documentation, studies, diagrams or other documentation (hereinafter referred to as "documentation"), the Contractor hereby grants consent to the use of the respective Documentation, and this (i) for all manners of use of the copyright work that are known at the time of concluding the Contract (including processing or provision of the copyright work for processing to an SE contractual partner), (ii) for an unlimited territorial and substantive scope, (iii) for the duration of property rights to the copyright work, and (iv) SE shall have the right to transfer the licence agreement to another person or to grant a third party a sublicense without the need for additional consent from the Contractor.

The Parties have agreed that if the copyright work is to be used also in a manner other than that set out above, the Contractor undertakes to promptly, within five days of a demand from the side of SE, to conclude with SE a contract, the subject matter of which will be:

(i) the assignment of the exercise of all copyright ownership rights to SE; or in the case that it is not possible to conclude such Contract,

(ii) the granting of consent to SE for the exercise of ownership rights forming the copyright to the copyright work, and on the basis of which the Contractor shall grant to SE an exclusive licence in unlimited scope, and the provision of prior consent to SE for granting licences during the life of the copyright ownership rights pursuant to Section 32 of the Copyright Act, on the basis of which SE will be able to use the copyright work, in particular, in the manner referred to in Section 19(4) of the Copyright Act.

If, pursuant to Section 87 of the Copyright Act (a computer program), arises under the Contract, the Contractor undertakes to assign to SE the exercise of ownership rights to such computer program. Where applicable, the Contractor also undertakes that, concurrently with the handover of Performance under the Contract, it shall hand over to SE also the source codes and respective documentation necessary for using them. Any failure to hand over the source codes or any handover of documentation that is incomplete or difficult to understand, shall be considered a defect of Performance.

20.2 Remuneration for granting a licence as well as the assignment of

the exercise of all copyright ownership rights under 20.1 is included in the Price.

20.3 In the event that during the implementation of the Performance, the Contractor creates a work meeting the definition of

a) a patentable invention in compliance with the respective provisions of Act No. 435/2001 Coll. on Patents and Supplementary Protection Certificates and on the amendment of certain acts (the Patents Act), as amended and applies for a patent for the work, or

b) a technical solution protected by a utility model in accordance with the relevant provisions of Act no. 517/2007 Coll. on utility models and on the amendment of certain acts, as amended, and requests the protection of a work by a utility model, or

c) a design in compliance with respective provisions of Act No. 444/2002 Coll. on Design as amended and applies for registration of the work as a design, or

d) other subject matter of industrial property

(hereinafter jointly referred to as "Subject of Industrial Property"),

The Contractor, as the Provider, undertakes to enter into a licence agreement with SE as the Acquirer without undue delay, no later than 15 days from the acquisition of the right to the Subject of Industrial Property in favour of SE in accordance with Section 508 et seq. of the Commercial Code, the subject of which will be the granting of consent to the use of a work protected as an Industrial Property (hereinafter referred to as the "Licence"). The Contractor undertakes to grant an exclusive and territorially unlimited Licence to SE for its Performance in the extent of SE's entire activity, for the duration of the validity of the right to the Subject of Industrial Property. The remuneration for granting the Licence under this clause is included in the Price.

20.4 The Contractor undertakes to settle all legal relations with third parties that created or supplied the Performance content, namely by concluding relevant copyright and other contracts so that such parties cannot bring any claims resulting from moral, copyright, industrial rights, copyright-related rights or other similar rights related to the due performance of the Contractor's obligations to SE resulting from the Contract. In the event of the winding up of a Contractor without a legal successor, the Contractor shall, before its cancellation, provide SE with source data related to the created work or to the Subject of Industrial Property.

## XXI. CONFIDENTIALITY OF INFORMATION AND CYBER SECURITY

21.1 The Contractor undertakes to treat any data, information or documents obtained in connection with the tender, preparation, conclusion or performance of the Contract as confidential information and to protect them from disclosure, misuse, damage, unauthorised reproduction, destruction, loss, theft, dissemination or other unauthorised use; whereas SE shall consider as confidential information any information provided to the Contractor which is not publicly known or publicly available, until such time as it becomes publicly known and accessible (other than in breach of an obligation under the Contract). In the case of doubt, information shall always be considered to be of a confidential nature (hereinafter referred to as "information of a confidential nature"). The Contractor undertakes to use information of a confidential nature only for the purposes of performing the Contract. Confidential information may not be disclosed to third parties without the prior written consent of SE, nor may it be used contrary to the purpose for which it was





provided, not even for its own needs.

Unless agreed otherwise in the Contract, the Contractor undertakes to keep secret information of a confidential nature even after the expiry of the Contract. The restrictions set out in this clause do not apply to the provision of information of a confidential nature to dependent persons of SE under the Income Tax Act, i.e. close persons economically, personally or otherwise connected with SE (hereinafter "SE-Connected Company") and advisers to the Party (e.g. auditors, lawyers) under the condition that the SE-Connected Company and the advisers will be bound by a duty of professional confidentiality at least to the same extent as set out in this clause. Neither the provision of information of a confidential nature at the justified request of a public body or other state authority, nor the provision of information of a confidential nature by a Party required by generally binding legal regulation shall be considered a breach of the provisions of this clause.

The Contractor is obliged to verifiably bind by confidentiality all persons to whom, in connection with performance of the Contract, information of a confidential nature is disclosed. The duty of confidentiality under the preceding sentence must last also beyond the end of the contractual relationship, employment relationship or analogous labour relationship. The Contractor is obliged, at SE's request, to prove the fulfilment of this obligation.

If there is a leak of information of a confidential nature for reasons for which the Contractor is responsible, or in the event of a breach of the Contractor's obligations under this clause, the SE shall have the right to impose a contractual penalty against the Contractor pursuant to clause 15.5.

- 21.2 Unless otherwise agreed in the Contract, the Contractor may not, without the prior written consent of SE, name SE as its business partner, or use SE's trade name or logo in promoting itself or its activities, or in media statements, in any form. In the event of a breach of the obligation under this clause, SE may claim from the Contractor a contractual penalty pursuant to clause 15.5.
- 21.3 The Contractor takes note that pursuant to Act No. 69/2018 Coll. on cyber security and on the amendment of certain acts, as amended (hereinafter referred to as the "Cyber Security Act") SE is an operator of basic services pursuant to Section 3(l) and (k) of the Cyber Security Act.
- 21.4 In the event that SE provably delivers SE's security standards and/or security policies in the field of cyber security to the Contractor, the Contractor is obliged to observe them and ensure that its personnel observe them.
- 21.5 In the case that the Performance subject matter is the performance of activities directly related to the operation of networks and information systems for SE and/or providing electronic communication services or networks pursuant to Section 5(1) of Act No. 351/2011 Coll. on electronic communication, as amended by Act No. 247/2015 Coll., the rights and duties of the Parties in the field of cyber security shall be further regulated in a separate Contract on ensuring the performance of security measures and notification obligations. In the case of the Performance subject matter under the preceding sentence, the Contractor is obliged to conclude without delay a Contract on ensuring the performance of security measures and notification obligations with SE anytime at SE's request and in accordance with the Cyber Security Act and related generally binding legal acts.
- 21.6 SE shall, under condition of ensuring confidentiality from the information recipient, be entitled to make available contractual documents, information related to the Contract or Performance under the Contract, or information about the Contractor, at the

request of a bank or financial institution providing SE credit or otherwise involved in SE's financing.

#### XXII. PERSONAL DATA PROTECTION

- 22.1 The Contractor undertakes to maintain confidentiality on personal data that the Contractor comes into contact with during the Performance according to the Contract, and to ensure processing and protection of such data in accordance with the requirements of applicable legislation. The confidentiality obligation under the preceding sentence shall continue to apply also following the termination of the Contract.
- 22.2 The Contractor is required to bind to maintaining personal data confidentiality any and all individuals who come into contact with personal data at the Contractor's premises. The confidentiality obligation under the preceding sentence shall continue to exist following the termination of the employment relationship or similar relationship of such natural person.
- 22.3 In the case that the Contractor is to process personal data on behalf of SE, the Contractor shall be required, prior to the start of processing the personal data on behalf of SE and/or at latest promptly following a demand by SE, to conclude a separate data processing Contract with SE according to Regulation of the European Parliament and of the Council (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) as amended, or pursuant to Act no. 18/2018 Coll. on the protection of personal data and on the amendment of certain acts, as amended (a processor contract).

#### XXIII. VENDOR RATING

- 23.1 The Contractor takes note that it may be rated by SE from the date of signing the Contract. The rules relating to the rating of contractors are published on the website <http://www.seas.sk/obstaravanie>.

#### XXIV. LIST OF SUPPLIERS

- 24.1 The Contractor takes note that upon signing the Contract they will be included in the internal list of SE suppliers (hereinafter referred to as the "List of SE Suppliers").
- 24.2 The Contractor may be suspended from the List of SE Suppliers or excluded from the List of SE Suppliers and included in the list of SE excluded suppliers (hereinafter referred to as "List of SE Excluded Suppliers").
- 24.3 The rules relating to the suspension and exclusion of a supplier from the List of SE Suppliers and its inclusion in the List of Excluded Suppliers of SE are published on the website <http://www.seas.sk/obstaravanie>.

#### XXV. RULES OF ETHICAL CONDUCT

- 25.1 The Contractor is aware of the fact that the business activities and internal activities of SE are governed by principles stipulated in the SE Code of Ethics and in the Zero Tolerance of Corruption Plan, the wording of which is published on the website: <http://www.seas.sk/code-of-ethics> (hereinafter referred to as the "Principles"). The Contractor shall apply equivalent Principles in conducting its business activities and in the management of its relationships with third parties.

#### XXVI. APPLICABLE LEGAL REGULATIONS

- 26.1 The Contract and relations resulting from the Contract or related to the Contract have been entered into in compliance with the provisions of the Commercial Code and other generally binding legal regulations applicable in the Slovak Republic with the exclusion of the application of the United Nations Convention on



Contracts for the International Sale of Goods. Unless otherwise provided for by the Contract, the mutual relationships of the Parties arising from the Contract and not explicitly regulated therein shall be governed by the relevant provisions of the Commercial Code and by other generally binding legal regulations of Slovak law.

**XXVII. DISPUTES**

27.1 The Contractor hereby declares that, as at the date of entering

into the Contract, it is not party to any litigation or arbitration proceedings against SE.

27.2 All disputes arising from the Contract will be submitted for decision to the competent court in accordance with the provisions of Act no. 160/2015 Coll. Code of Civil Procedure as amended.



ANNEX 1

SANCTIONS CLAUSE

1. INTRODUCTORY PROVISION

This "Sanctions Clause" is an integral part of the General Terms and Conditions of Slovenské elektrárne, a.s. (GTCS), which are an integral part of and annex to the order / contract (Contract).

2. DEFINITIONS

For the purposes of these GTCS and this Sanctions Clause, the term "Sanctioned Person" means a person or entity who:

- i) is included in any of the sanctions lists or other sanction lists or programmes issued by the competent authorities of countries and international or supranational communities and organisations in connection with sanctions, embargoes or other prohibitions of a similar nature (in particular sanction lists or programs issued by the competent authorities of the European Union States, the United Nations, the Slovak Republic, the United Kingdom of Great Britain and Northern Ireland, the Kingdom of the Netherlands, the World Bank, the European Bank for Reconstruction and Development, the European Investment Bank and other Member States of the European Union) (all such sanctions lists and programmes of competent authorities), in their current wording and scope, hereinafter collectively referred to as "Applicable Sanctions Programmes"), or
- ii) is directly or indirectly owned or controlled by a Sanctioned Person or any of their representatives or persons acting on their behalf is a Sanctioned Person (within the meaning of any Applicable Sanctions Programme),
- iii) has its registered office, place of business or income, or ongoing business activities in the territory of a state or area for which any Applicable Sanctions Programme has been implemented.

3. COMMITMENTS OF THE CONTRACTOR

The Contractor undertakes that continuously throughout the term of the Contract:

- i) it shall ensure that its declaration pursuant to clause 12.6g) of the GTCS on the fact that it is not a Sanctioned Person is and remain fully, correct, and complete,
- ii) it shall not provide funds or any other economic resources (directly or indirectly) to any Sanctioned Person, nor will it hold or otherwise control (directly or indirectly) any funds or other economic resources of any Sanctioned Person,
- iii) refrain from exporting, selling or otherwise placing any of its goods, products and / or services in the territory of a State or region for which any Applicable Sanctions Programme has been implemented;
- iv) refrain from performing any activities prohibited by any Applicable Sanctions Programme.

4. INFORMATION OBLIGATION

The Contractor undertakes to provide SE with all information and documentation on

- i) any claim, filing, lawsuit, proceeding or investigation against the Contractor in connection with sanctions

under any Applicable Sanction Programme, as well as

- ii) any fact that could potentially mean a breach of the Supplier's declaration pursuant to clause 12.6g) of the GTCS that it is not a Sanctioned Person, as well as
- iii) any fact which could constitute a breach of the Contractor's obligations under Article 3 of this Sanctions Clause,

and in any event immediately after learning of any of the above, except to the extent that such provision of information and / or documents would constitute a violation of the laws applicable to the Contractor.

5. INTERRUPTION OF WORKS

For the purposes of these VOPS, this article does not apply.

6. WITHDRAWAL FROM THE CONTRACT

SE is entitled to withdraw from the Contract also if on the side of the Contractor (which also includes any person in the ownership or control structure of the Contractor or in any of its bodies or managerial positions):

- a) there is a breach of any of the Contractor's obligations under Article 3 of the Sanctions Clause, or
- b) there is a breach of the Contractor's declaration pursuant to clause 12.6g) of the GTCS that it is not a Sanctioned Person, or
- c) a circumstance arises that establishes a reason for SE to get into a state of violation of any Applicable Sanctions Programme and / or for SE to become a Sanctioned Person (hereinafter referred to as the "Conflict with Sanctions Regulations").

The Contractor is obliged to inform SE about the occurrence of a Conflict with the Sanctions Regulations immediately after learning of it.

In the event of withdrawal from the Contract pursuant to this article, SE is entitled (at its own discretion, as well as in the framework of fulfilling its own duties and obligations arising for SE from the relevant Applicable Sanctions Programme and generally binding legal regulations):

- (i) to request the handover of a part of the Performance already performed by the Contractor; in such case, SE shall pay the Contractor a proportionate part of the Price corresponding to the extent of the Performance executed, unless this is in conflict with any Applicable Sanctions Programme or any applicable generally binding legal regulation, and / or
- (ii) to withhold and not pay the to Contractor any part of the Price, as well as refrain from making any type of counterperformance toward the Contractor (and / or any other person) and to further handle such means or resources in accordance with the provisions of the Applicable Sanctions Programme and any applicable generally binding legislation (if applicable), and / or
- (iii) to withhold from and not issue to the Contractor (and / or any other person) any funds or other



economic resources (including materials, technologies, etc.) located on the premises of SE and owned, held or otherwise controlled by the Contractor and further handle such means or resources in accordance with the provisions of the Applicable Sanctions Programme and any applicable generally binding legislation (if applicable).

For withdrawal from this clause there shall, in addition to the above provisions, apply accordingly other provisions of

these GTCS governing withdrawal from the Contract; though always only to the extent in which their application (and the taking of steps stated therein by either Contracting Party) does not conflict with any Applicable Sanctions Programme or any relevant generally binding legislation; in the event of such conflict, the Contracting Parties shall, upon withdrawal from the Contract, proceed in accordance with the provisions of the relevant Applicable Sanctions Programme and the relevant generally binding legal regulation in the steps concerned.