

Slovenské elektrárne, a. s., Bratislava
General Technical Terms of Performance in SE, a.s. (Headquarters)

1 General provisions

- 1.1** General Technical Terms of Performance in Slovenské elektrárne, a. s. (hereinafter referred to as "GTT") form an inseparable part of the Contract in case of contractual performance carried out in the premises of SE, a.s.
- 1.2** Any different provision agreed in the Contract takes preference over the wording of the GTT.
- 1.3** Slovenské elektrárne, a.s. (hereinafter to as "SE" only) shall be considered for the **Ordering party**. The GTT herein shall be applied in case when the contractual performance is carried out in the Headquarters of SE, Mlynské nivy 47, Bratislava (Headquarters).
- 1.4** The Contractor applies their rights and obligations via an authorized person specified in the Contract – **SE's Contract Manager, an authorized employee or technical supervisor, in case that it is stated in the GTT**.
- 1.5** The provider of work, repair, maintenance or modification of subject, the provider of works or services, including delivery of material shall be considered for **the Contractor**. The Contractor in particular, specified in the heading of the Contract as well as their subcontractors and their legal successors shall be considered for the Contractor. The GTT provisions containing the designation "Contractor" shall apply for both the inland and foreign contractor. The workers of the Contractor are considered employees of the Contractor and employees of their subcontractors and subcontractors (hereinafter referred to as the "Contractor's workers"). SE will exercise its rights and duties through an authorised Contractor's person who has to be permanently available during delivery of contractual performance, acting as partner of SE's authorised persons at organisation of contractual performance and solution of problems related with the contract performance. This person is defined as **Contractor's Contract Manager** in the Contract.
- 1.6** For the purposes of the GTT herein and the Contract, contractual performance and contract execution shall mean all contractually agreed supplies, services, works, including delivery of goods, and performance of Contractor's activities as well as construction of Work (hereinafter referred to as "**performance**").
- 1.7** For the purposes of the GTT herein, the **workplace** shall mean a place of Work constructing, performance of works, site, place to perform repair, maintenance or modification

of the subject, provision of service pursuant to job order which was taken over by Contractor from SE in the form of a protocol.

- 1.8** Application of contractual penalties for Contractor's failure to satisfy duties stated herein shall not aggrieve the right of SE to claim compensation of damages in full extent
- 1.9** The provisions stated herein shall also apply in the same extent to all subcontractors and the workers of the subcontractors who have a contract in force with the Contractor in order to execute the performance or its part. The Contractor shall be responsible for fulfilment of GTT provisions by every subcontractor.

2 Trainings

- 2.1** The Contractor's workers shall attend the training on site before their first access on SE's workplace, an instruction on current work and safety risks, specific to respective type of work and workplace. The training is organised by SE. SE shall record the training in the Construction/Assembly/Service/Training logbook. The training is focused on specific conditions of providing performance in SE Headquarters. It does not substitute a periodical training of employees from the OH&S and Fire Prevention that are mandatory by law, the attendance to which is under Contractor's responsibility.
- 2.2** The Contractor is obliged to organize, at the training in question, the attendance of all employees performing contractual actions in the premises of SE Headquarters.

3 Terms and Conditions for Allowing Entry and Drive-in to SE Headquarters, Physical Protection and Contractual Penalties for Its Breaching

- 3.1** The system of physical protection in SE Headquarters consists of a combination of mechanical barrier means, technical security means, regime measures, and activity of the physical protection workers. Physical protection performed for SE is provided by the Private Security Service (hereinafter referred to as "SBS") on a contractual basis.
- 3.2** Contractor's workers entering the premises of the Headquarters shall observe the implemented measures of the physical protection system, the rules specified in the following provisions of GTT herein and to observe the instructions of physical protection employees.

For the violation of duties specified in Article 3.2, SE may claim a contractual penalty from the Contractor amounting to EUR 300.

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3.3 At least 10 before the start of the performance, the Contractor shall submit the following:

3.3.1. The list of workers who will carry out performance in accordance with the Contract. The list, in electronic form, will have the requested structure according to the predefined template available on the following web-site of SE: <http://www.seas.sk/entry-clearance-process>.

3.3.2. The original of the signed consents to the personal data processing of all the entering workers in writing.

3.4 The Contractor undertakes to comply with the rules of Physical Protection (PP) in buildings of SE, in case of breaching any duty concerning the physical protection, SE shall be entitled to apply sanctions for failure to comply with PP rules.

3.5 The Contractor's workers enter the premises of SE Headquarters through the main entrance guarded by the security service, using the identification card issued by SE which will be given to each Contractor's worker.

3.6 Upon entry, the SBS employee is entitled to carry out personal inspection of bringing in prohibited items.

3.7 Upon entry to the premises of SE as well as during stay in SE premises, the SBS employee or other authorized employee of SE is entitled invite Contractor's workers for breath test for presence of alcohol or use of narcotic or psychotropic substances, to carry out such test or to supervise during such test.

3.8 **The rejection to undergo a test for alcohol presence/test of use of narcotic or psychotropic substances shall be considered for positive finding,** the Entry IDC of the controlled Contractor's worker shall be collected for the duration of the Contract with the Contractor, however up to a maximum of 12 months and, accompanied by the SBS employee or other authorized employee of SE, he/she shall be taken out from the premises of SE Headquarters.

3.9 **In case that the positive result is confirmed:**

If the provisional test for presence of narcotic or psychotropic substances results positive, the Entry IDC of the controlled Contractor's worker shall be collected, his/her entry will be prohibited and, accompanied by the SBS member, he/she shall be taken out from the premises of SE. The police will be called and the worker of the Contractor will be handed in to Police to check the detected result. The bodies of Police will safeguard checking of the notice. If it is not proved that the Contractor's worker was under the

influence of narcotic or psychotropic substance, he/she shall be enabled to enter to the premises of SE and he /she will be able to continue in contractual performance. If the positive result is confirmed, proceed like in case of positive breathalyser test exceeding 0.29 mg/l.

If the breathalyser test is performed by means of a verified selected gauge and the result is positive, the Contractor's worker shall be allowed to undergo a repeated breathalyser test. If during the repeated test the finding is negative and the value is 0.00 mg/l (0.00 per mille), the Contractor's worker will be permitted to enter.

3.10 The Contractor shall be responsible for compliance with special regime measures in SE premises.

- Unauthorized handling of technical means of physical protection and of evocation of their alarm status;
- Unauthorized stay in the premises of SE Headquarters;
- Not respecting instructions for entering persons and SBS guard's instructions;
- Prohibition of physical assaulting of an SBS guard or any other person on the SE premises.

Breaching of the mentioned duty will entitle SE to claim a contractual penalty from the Contractor amounting to EUR 800 for each and every violation. In case that several Contractor's employees repetitively violate special regime measures, SE is entitled to withdraw from the contract. Contractor's workers will be included in the database of undesirable persons with the entry prohibited for the whole contract term, however up to a period of 12 months from the repeated violation. Violation of the obligation according to this provision by the Contractor will be considered as a material breach of the Contract by the contracting parties, giving the possibility of immediate withdrawal from the Contract.

3.11 The Contractor bears responsibility that their employees will prevent entry of third persons to the premises of SE Headquarters by provision of the identification card, by misuse of somebody else's ID card and by unjustified use of emergency exits without registration.

Breaching of the mentioned duty will entitle SE to claim a contractual penalty from the Contractor amounting to EUR 800 for such a violation. Contractor's workers will be included in the database of undesirable persons with

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the entry prohibited for the whole contract term, however up to a period of 12 months as the maximum.

- 3.12** The Contractor's workers are obliged to protect the assigned identification card or pass against loss, destruction, damage or theft. The Contractor's workers are also obliged to return the identification card or pass after completion of activities or duration of the Contract.

A violation of the above mentioned duties will entitle SE to claim a contractual penalty from the Contractor amounting to EUR 30 for each loss, damage or theft of the identification card or pass. This contractual penalty includes the costs of issuance of an identification card or pass.

In the case that the Contractor fails to return the identification card or pass to SE after completion of the activity or at the expiration of the Contract, the contractual penalty shall be applied to the Contractor anyway.

- 3.13** The Contractor shall report any loss or theft of identification card of any Contractor's worker to SBS without any delay. A failure to report such loss or theft will cause Contractor's responsibility for all consequences of misuse of identification card or pass and his worker may be banned from entry into SE's premises.

Unless the suffered damage is compensated, the respective Contractor's worker shall be banned from entry to the premises of SE.

- 3.14** Taking photos, filming or other recording in the SE structures is prohibited.

Violation of this duty will entitle SE to claim a contractual penalty from the Contractor amounting to EUR 1,700 for each violation case.

- 3.15** Contractor bears responsibility for any theft or attempted theft of SE's property or property of supplier organization committed by their worker at SE's premises or equipment.

Contractor's worker will be included in the database of undesirable persons with the entry prohibited for the whole contract term, however up to a period of 12 months as the maximum.

Violation of this duty will entitle SE to claim a contractual penalty from the Contractor amounting to EUR 1,700 for individual violation case. Violation of the obligation according to this provision by the Contractor will be considered as a material breach of the Contract by the contracting

parties, giving the possibility of immediate withdrawal from the Contract.

- 3.16** Contractor bears responsibility for any proven disassembly of or interference in the technological equipment or for manipulation of technological equipment made by Contractor's worker without authorization or at the order from the superior or Contractor's management.

Violation of the above mentioned duties shall be considered as a substantial breach of the Contract with a possibility of immediate withdrawal from the Contract by the Ordering party. The Contractor's worker will be included in the database of undesirable persons with the entry prohibited for the whole contract term, however up to a period of 12 months as the maximum. At the same time SE may claim a contractual penalty from the Contractor amounting to EUR 1,700 for each and every violation. Violation of the obligation according to this provision by the Contractor will be considered as a material breach of the Contract by the contracting parties, giving the possibility of immediate withdrawal from the Contract.

- 3.17** The Contractor is obliged to ensure in a reasonable extent of protection of their property and stored items in the premises of SE; in case of observed disruption of the building, theft or attempted theft of SE's or Contractor's property, the Contractor shall be responsible for reporting of such event to the responsible SE's person or to the SBS worker without any delay.

Repeated breaching of the mentioned duties will entitle SE to claim a contractual penalty from the Contractor amounting to EUR 400 for each and every violation.

4 Conditions of Contractual Performance and Technical Equipment of the Contractor

Common Provisions

- 4.1** The Contractor shall hold respective valid authorizations relevant to the subject of Contract performance pursuant to legal requirements of the Slovak Republic. Contractual performance may be carried out by professionally and medically capable personnel only. All the Contractor's authorisations and certificates of professional competence of their workers shall remain valid for the entire duration of the contractual relation. The Contractor's workers are obliged to have the respective documents available on

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- the workplace and to prove their health capability and professional competence upon request of SE.
- 4.2** *Failure to have valid authorizations and certificates of general, mental, health capability or professional competency by Contractor or their workers during execution of the contractual performance will be considered as material breach of Contract with the possibility of immediate withdrawal from Contract. SE will be also entitled to claim contractual penalty from the Contractor amounting to EUR 800 for each detected case.*
- 4.3** The Contractor shall notify SE of each change – starting of works by a new worker, termination of works by a worker, temporary or permanent change of Contractor worker's general, mental, health or professional capability of any Contractor's worker - in the form of a record in Logbook or by a separate letter.
- In case of failure to report the changes specified in the article herein, SE will be entitled to claim the contractual penalty from the Contractor amounting to EUR 800 for each detected case.*
- 4.4** SE has reserved the right of unlimited inspection of validity of authorizations, certificates of professional capability, instructing of individual workers at any time during the contract execution. The Contractor has agreed with this inspection.
- 4.5** The Contractor shall submit the list of brought in and taken out unambiguously marked tools, measuring instruments, machines, devices and fixtures, work and protection means, binding means brought to the premises of SE for the purpose of the contractual performance. The list serves for checking the above mentioned items when taken out.
- 4.6** The Contractor shall provide for own illumination sources to illuminate workplace, which will be connected to the points of electricity supply specified by SE on the basis of separately made contracts of electricity off-take.
- 4.7** The Contractor shall perform all tests and inspections defined in technical standards, valid legal regulations and in the project of quality management and control during provision of the performance. The Contractor shall invite SE - technical supervision to perform a test and inspection five work days in advance, (the Contractor) shall also invite a body of the state technical supervision through SE if needed.
- 4.8** Contractor's Contract Manager shall keep SE informed about the situation of performance at inspection meetings and operative meetings of management organised by SE.
- 4.9** The Contractor shall provide performance on workplace in a way preventing damaging of underground infrastructure and installations.
- 4.10** If the Contractor provides for the spare parts according to running requests of SE, they shall be specified in the Logbook.
- 4.11** The workers of Contractor's work group are obliged to acquaint themselves with the task prior to the execution of performance and to participate in the meeting delivered by SE's Contract Manager before the start of the performance.
- 4.12** The Contractor shall invite SE in writing for inspection of the contractual performance which will be covered, or will become inaccessible **not later than 2 work days in advance** or in agreed terms.
- Assembly / Construction Logbook/ Service Book / Service Account**
- 4.13** The Contractor shall keep an Assembly/Construction Logbook/Service book/Service account (hereinafter referred to as the **Logbook**) according to the type of provided contractual performance. Where the Contractor fails to keep properly the Logbook from the day of the workplace/site takeover, this fact will be considered as a substantial breach of the Contract.
- 4.14** The Contractor shall bring the Logbook on the workplace at the beginning of performance, the same shall also organise its registration by SE's Contract Manager. The pages in the Logbook shall be numbered, any impaired page shall remain in the Logbook – it cannot be pulled out. The Logbook shall be permanently accessible on the workplace during the working hours and constantly available for SE.
- 4.15** The Contractor shall submit the records in the Logbook for signing to SE on daily basis.
- 4.16** Contractor's Contract Manager shall record the following facts to the Logbook from the date of site or workplace overtaking:
- Daily statement of the nominal list of its workers present in the performance on the workplace;
 - Daily statement of the work completed that is required in accordance with the Contract; The list shall contain the unit of measure and the number of units pursuant to the Contract with a clear identification of performances for individual jobs executed, along with the information about the place of

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- performance unless the place is defined by the Contract from the SAP system;
- Daily information about any problem with performance and decisive circumstances related to performance and on occurrence of any event preventing or hindering execution of performance due to a delay or prolongation of the Performance period;
 - Opinions and statements to SE's requirements, namely within 3 work days after recording a requirement; otherwise, it will be considered as their approval with SE's record;
 - Opinions on SE's requirements beyond the scope of performance agreed in the Contract;
 - Takeover of the special fixtures borrowed (binding fixtures, special tools, etc. - date and scope);
- 4.17** SE's Contract Manager shall record the following in the Logbook:
- The record on initial training of Contractor's workers on the workplace containing the signatures of both contracting parties;
 - Record on workplace/site handover to the Contractor for the purposes of performance;
 - The scope of work and performance required from the Contractor or a reference to other record defining the scope/performance in accordance with the subject of the Contract; Any change of the scope shall be recorded in writing in accordance with the Contract.
 - SE's opinions to the Contractor's requirements within 3 work days after recording a requirement; otherwise, it will be considered as its approval with Contractor's record;
 - The check of performance and of the compliance with the provisions of the Contract at least once in two days;
 - Confirmation with a signature about borrowing of special fixtures (binding fixtures, special tools, etc.);
 - Confirmation with signature about material fulfilment of the contractual performance.
- 4.18** If SE records a detected shortage into the Logbook, the Contractor shall eliminate the shortage in the term defined therein. If the Contractor fails to do so, SE is entitled to order an interruption of the contractual performance until the remedy of the
- shortcoming. Consequences and damages following from the interruption of performance are born by the Contractor in full extent.
- 4.19** The Contractor shall prepare an Inspection protocol needed for making breakdown of costs to individual orders for invoicing purposes. Having the documents approved by SE, the documents shall be attached to the invoice for the performance carried out.
- 4.20** The duty to keep the Logbook shall elapse on the date of handover and takeover of properly executed performance by mutually signed Handover and Take-Over Minutes/ Protocol or on the date of removal of all defects according to the Handover and Take-Over Minutes / Protocol. The duty to keep the Logbook in the place of works shall not apply to the design works.
- Common Provisions on General Requirements for Documentation**
- 4.21** Providing that elaboration of the design and technical documentation and/or contractual technical documentation is the subject matter or a part of the performance, in accordance with the Contract, the Contractor shall follow the requirements defined in the technical assignment to be received from SE when preparing documentation.
- 4.22** The Contractor shall prepare the design, technical and/or contractual technical documentation in compliance with generally binding valid legal regulations and valid standards (STN 01 31 60 – Technical drawings – modifications of drawings, etc.). The Contractor shall base preparation of their design, technical and/or contractual technical documentation on the existing code list structures (SO), elementary system (PS), elementary subsystem (DPS) provided by SE.
- 4.23** The Contractor shall submit the design, technical and/or contractual technical documentation in written form together with list of drawings divided into individual packets in the contractually agreed number of counterparts. A list of documentation prepared in the form of a protocol with documentation check list shall be a part of the project. It is a list where every document shall be defined as a separate item. A document shall mean any textual or drawing part of the design documentation with its own stamp in the corner. SE shall provide the form and template for filling in the protocol.
- 4.24** The Contractor shall submit an elaborated design, technical documentation and/or contractual as-built documentation after completion of the performance. Each document shall contain:
- the as-built stamp,

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- legible name and signature of the authorised person responsible for the documentation submitted, proving that it is in accordance with contractual performance,
- the date and stamp of the organisation which carried out the performance.

The as-built documentation (DSV) shall state the relations to valid archive documentation set by means of relevant references on the drawings or in a form of a drawings list related to as-build-documentation drawings in the archives. Drawings from the as-built documentation shall specify whether the drawing changes or supplements or replaces the original drawings or whether it is a new one.

- 4.25** Contractor shall submit the hard-copy and its electronic form in formats used by SE. Graphic files in formats *.DWG, *.DXF, *.DGN, text ortable documents in formats *.DOC, *.XLS, *.MDB and *.PDF or other agreed form. All the documentation delivered by the Contractor in electronic form will be stored on a non-erasable medium. Each medium will be accompanied by a Hand-over protocol signed by the contractual parties confirming the compliance of the hard-copy with the digital copy.
- 4.26** Providing that there is a digital form of the design and technical documentation in SE, it will be provided to the Contractor according to the contractual provisions. The original digitalisation principles have to be followed when carrying out performance.
- 4.27** ***Contractor's failure to meet deadlines for submission of fair copies of individual documentation forming a part of the subject of Contract (e.g. Detailed design, Contractual technical documentation, As-built documentation,***

Technological procedure for construction and installation works etc.) will entitle SE to claim a contractual penalty from the Contractor amounting to EUR 200 for each document and for each day of delay.

5 Counter-performance by SE

Common Provisions

- 5.1** If owned by SE, SE shall provide the Contractor with the available as-is documentation as well as any other documentation pertaining to the subject-matter of the Contract. Within 2 weeks from the date of the meeting, SE shall provide the available documentation specified at the bilateral meeting between the Contractor and SE, which is held upon the appeal of the Contractor made within 5 days from delivery of the signed Contract.
- 5.2** SE shall provide the Contractor with technical cooperation in the necessary scope which includes delivery of supplementary data and specification of documents needed during the performance according to the contract.
- 5.3** If necessary, SE shall mark up the entire underground network and infrastructure on the workplace when handing over workplace and, (SE) shall deliver the consent of administrators of the underground and elevated infrastructures to the Contractor, for provision of the performance and conditions of administrators under which the Contractor may provide performance.
- 5.4** SE is entitled to suspend temporary performance of the Contract or its part by a notification in writing. For that period the Contractor shall be divested of responsibility for performance resulting from the Contract until the written notification that (the Contractor) may continue.