



# Slovenské elektrárne, a.s.

## GENERAL TERMS & CONDITIONS

(general services)  
SE as the CUSTOMER  
version 01/08/2025

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### I. INTRODUCTORY PROVISIONS

1.1 These are the General Terms & 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.

### II. DEFINITIONS

2.1 For the purposes of these GTCS, the company Slovenské

elektrárne, a.s. is identified as **"SE"**, regardless of the term denoting it in the Contract.

2.2 For the purposes of these GTCS, services or performances on the basis of the Contract, to which these GTCS form an annex, are referred to as the **"Performance"**.

2.3 A service provider or a contractor for works or other performances shall, according to these GTCS, be considered a **"Contractor"**. The Contractor specified in the heading of the Contract, as well as their subcontractors and their legal successors, shall be considered the Contractor itself. The GTCS provisions containing the designation "Contractor" shall apply to both domestic and foreign contractors. The Contractor's personnel shall mean all the Slovak and foreign employees of the Contractor and employees of their subcontractors (hereinafter referred to as the **"Contractor's Personnel"**).

2.4 For the purposes of these GTCS, a **"Party"** shall mean SE or the Contractor, where the **"Parties"** shall mean SE and the Contractor.

2.5 On behalf of and for SE:

a) the person authorised to act in contractual matters is the person stated in the Contract as the **"Contact Person"**, or other person(s) authorised by the Contact Person. The authorisations and powers of the Contact Person acting for SE do not include the execution of legal acts in connection with the Contract (for example the amendment or termination of the Contract, application of a claim, contractual penalties, damage compensation, etc.) without a valid commission by SE, which the authorised person shall prove at the Contractor's request by a confirmation of its issue;

b) the person authorised to act in matters of Performance, meaning the execution of Performance, inspection of the execution of Performance, tests of Performance, acceptance of the Performance, etc. is the person stated in the Contract as the **"Contract Manager"**. Without a valid commission by SE, the authorisations and powers of the Contract Manager acting for SE do not include the execution of legal acts in connection with the Contract (e.g. the amendment or termination of the Contract).

2.6 On behalf of and for the Contractor:

a) the person authorised to act in contractual matters is the person stated in the Contract as the **"Contact Person"**, or other person(s) authorised by the Contact Person;

b) the person authorised to act in matters of Performance, meaning the execution of Performance, the inspection of the execution of Performance, tests of Performance, handover of Performance, etc. is the person stated in the Contract as the **"Contract Manager"**, or other person(s) authorised by the Contract Manager for the Contractor.

2.7 Either Party shall be entitled to **change the Contract Manager, and/or Contact Person, or delegate** some of the authorisations and powers to another person at any time and shall be obliged to inform the other Party thereof in writing without undue delay. The 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:

- a) 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,
- b) 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,
- c) 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,
- d) 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,
- e) 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**”), for the purposes of these GTCS the price shall mean analogously 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 and the Contract are the following annexes:

- a) **Annex 1 – Sanctions Clause** (hereinafter referred to as the “**Sanctions Clause**”).
- b) **Annex 2 – Environmental and Social Management 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: <https://www.seas.sk/en/suppliers>.

2.11 For the purposes of these GTCS and in the context of Slovak law, the following English terms and phrases shall have the meanings set forth below:

- a) “lien” shall mean “záložné právo”,
- b) “circumstances excluding liability” shall mean “okolnosti vylučujúce zodpovednosť”,
- c) “withdrawal” shall mean “odstúpenie”.

### III. LANGUAGE

3.1 The original version of all contractual documents, shall be the English wording.

3.2 If the GTCS or the Contract are executed in both Slovak and English language, in the case of conflict between the language versions, the Slovak version shall prevail. 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:

- a) 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,
- b) 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,
- c) 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.
- d) change of address for delivery according to Article VI. of these GTCS.

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.

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 Unless otherwise expressly stated in these GTCS, references to articles, clauses or points are references to articles, clauses or points of these GTCS. A reference to any point includes the whole of that point including all sub-points and/or paragraphs, if any, included therein, even if not marked by a number or letter

5.4 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 depositing at the post office.

Any Contracting Party is entitled to change its delivery address at any time, provided that the respective Contracting Party notifies the other Contracting Party in writing of the new delivery address. The change of address for is effective on the day of delivery of the written notification of the change of address to the other Contracting Party, if a later effective date of this change is not specified in such notification.

## VII. PRICE, INVOICING AND PAYMENT TERMS

### 7.1 Price

- 7.1.1 If the Contractor is a VAT payer, 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, if the duty to add VAT to the Price arises from 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 7.2.10.
- 7.2.2 Not applicable.
- 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 invoice.
- 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:

- (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                                                                                                                                                                                                                                                                                                                                                                                                                                               |        | over a period of more than 12 calendar months and payment is agreed for a period of more than 12 calendar months, where the place of supply is the premises of the SE, such service or goods shall be deemed to have been supplied on the last day of each of the 12 calendar months until the supply of such service or goods is completed, i.e. the Contractor shall invoice within 15 days after each such day of delivery.                                                                                                                            |
|        | (ii) <b>individual invoicing</b> , 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                                                                                                                                                                                                                                                                                                 |        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|        | (iii) <b>on an ongoing basis</b> (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.                                                                                                                                                                             | 7.2.12 | The Contractor is obliged to deliver the invoice to SE no later than <b>within 5 days</b> following its issue.                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|        | The Contractor shall be entitled to issue a <b>summary invoice</b> 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.                                                                                                                                                                                                                                                                                                                                          | 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 send invoices to SE to the address:<br><br>Slovenské elektrárne, a.s.<br>odbor fakturácie<br>závod Atómové elektrárne Mochovce<br>P.O.BOX 11<br>935 39 Mochovce                                                                                                                                  |
| 7.2.9  | 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.                                                                                                                                                                                                                                                                                                |        | or to another address specified in writing by SE.<br><br>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="#">Invoices   Slovenské Elektrárne, a.s. (seas.sk)</a>                                                                                                                                                                                                                                                                     |
| 7.2.10 | In addition to the data specified in accordance with the valid legal legislation, each invoice must contain:                                                                                                                                                                                                                                                                                                                                                                                                                                                     |        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|        | (i) SE's Contract No.,                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 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.                                                                                                                                                                                                                                                                          |
|        | (ii) SAP number specified by SE on the Acceptance or Survey Protocol, or specified in the Contract,                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 7.2.15 | The Contractor shall be obliged to deliver to SE to the address pursuant to clause 7.2.13 <b>no later than 14 days prior</b> to the invoice due date, a written notification of any change of the bank account stated in the invoice, in the case of:                                                                                                                                                                                                                                                                                                     |
|        | (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,                                                                                                                                                                                                                                                                                                                                                                                                               |        | (i) a change of bank,                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|        | (iv) the date of invoice issuance,                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |        | (ii) establishment of a lien on receivables, or                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|        | (v) the invoice payment term pursuant to clause 7.3.1,                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |        | (iii) formal shortcomings (e.g. incorrect, incomplete bank account, etc.),                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|        | (vi) the banking institution name and the Contractor's bank account no.,                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |        | where the authenticity of the signature of the Contractor's representative in the notification must be officially verified.                                                                                                                                                                                                                                                                                                                                                                                                                               |
|        | (vii) the signature of the representative authorised to act on behalf of the Contractor.                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 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.                                                                                                                                                                                                                                                       |
| 7.2.11 | Special invoicing conditions:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 7.3    | <b>Payment Terms</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|        | (i) if a service is provided in part or repeatedly over a period of more than 12 calendar months and payment is agreed for a period of more than 12 calendar months, where the place of supply is SE's premises and SE is also liable to pay VAT (Section 15(1) of the VAT Act applicable in the Slovak Republic), such service shall be deemed to have been supplied on the last day of each calendar year until the supply of such service is completed, i.e., the Supplier shall be obliged to issue an invoice within 15 days after each such day of supply. | 7.3.1  | <b>An invoice shall be due within the period of 60 days following the invoice's delivery to SE.</b> 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 |
|        | (ii) if a service is provided or goods are supplied (including goods with assembly and installation where the person liable to pay the tax is the recipient of the supply – SE) partly or repeatedly                                                                                                                                                                                                                                                                                                                                                             |        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |



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.

- 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 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 shall at all times be entitled to set off any of its claims against the Contractor's claims, including the set-off of outstanding claims against due claims.

## 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.

### 8.2 Dependent person and controlled transaction

If at the time of concluding the Contract the Contractor is a dependent person of SE pursuant to Act No. 595/2003 Coll. on income tax, as amended, the Supplier shall be obliged, at SE's request, to provide SE, for transfer pricing purposes, with information and supporting documents on determination of the price and its compliance with the arm's length principle (e.g. the chosen valuation method, the items entering into the calculation of the cost base, the margin used, the justification for the compliance of the price used with the transfer pricing rules, the prices used in comparable transactions, and other information depending on the specific contractual relationship).

SE may request the above information from the Contractor at any time from the moment of concluding the Contract until the moment of termination of the right to levy tax pursuant to Act No. 563/2009 Coll. on tax administration (the Tax Code), as amended, from the controlled transaction carried out on the basis of the Contract.

If the Supplier and SE become dependent on each other after concluding the Contract, the obligation to provide the above information for transfer pricing purposes shall apply to the Supplier from the moment of the dependent relationship between it and SE until the moment of termination of the right to levy tax under Act No. 563/2009 Coll. on tax administration (Tax Code),

as amended, on the controlled transaction carried out on the basis of this Contract.

If the Contractor and SE cease to be each other's dependants during the term of this Contract, the obligation to provide the above information for transfer pricing purposes shall apply only to those controlled transactions that have been carried out by the Contractor up to the moment of the end of the dependency relationship between the Contractor and SE.

For the purposes of this provision, a controlled transaction shall be understood as a controlled transaction pursuant to Act No. 595/2003 Coll. Income Tax Act, as amended, or any other legislation that would define this term in the future. If the term "controlled transaction" is replaced by different term in future legislation, this provision shall apply accordingly to the new term.

The following provisions of clauses 8.3, 8.4 and 8.5 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.

- 8.3 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.

- 8.4 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 security 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 tax security in accordance with the Income Tax Act.

### 8.5 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 SR Financial Administration 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 "it" 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 8.6 apply to a **Foreign Contractor based outside the EU**:

#### 8.6 Tax security

In the event that there arises to SE the duty to deduct tax security from the Price, SE shall deduct the sum of the tax security 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 tax security 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 securities pursuant to Section 34 or 42 of the Income Tax Act (a Confirmation pursuant to clause 8.4).

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

- a) be entitled to deduct the sum of the tax security 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 tax security, and
- b) provide documentation to the Foreign Contractor (confirmation of the deducted tax security submitted to the SR Financial Administration), 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 tax security 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 tax security by SE, but it itself may request settlement from the competent tax administrator.

- 8.7 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 with the above-mentioned matters.

### IX. PERFORMANCE EXECUTION

#### 9.1 Place of Performance

- 9.1.1 The place of Performance shall mean the seat of SE, i.e. registered office listed in the current Commercial Register of the Slovak, unless the Contract specifies otherwise.
- 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:

- (i) objects of the nature of an office, or other premises,
- (ii) electricity, water, etc.

against payment and under a special Contract(s).

- 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.

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:

- a) all types of weapons, ammunition, explosives, trap explosive systems and their imitations,
- b) alcohol, narcotic and psychotropic substances,
- c) unidentifiable biological and chemical substances,
- d) cameras and camcorders without permission,
- e) items evidently not related to working activities.

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:

- (i) any items and materials not owned by the Contractor and to which the Contractor has no other right,
- (ii) waste which the Contractor is not entitled or obliged under the Contract to dispose of or recover.

In the event of a breach of the obligation under this clause, SE may claim from the Contractor a contractual penalty pursuant to clause 15.8.

In the event that, as a result of the contract, the Supplier is obliged to dispose of or recover the waste generated during performance on the premises of the SE, the Supplier undertakes to:

- (i) before starting waste management and at any time during the duration of the Agreement, prove to SE that it manages waste in accordance with Act no. 79/2015 Coll. on waste as amended (hereinafter referred to as the "Waste Act") as well as in accordance with the conditions stated in this article.
- (ii) before starting waste management, prove to SE that he is a person authorized to manage waste precisely specified in Appendix no. 1 to the Decree of the Ministry of the Environment no. 365/2015 Coll., which establishes the Waste Catalog as amended (hereinafter referred to as the "Decree establishing the Waste Catalog") and in accordance with the Waste Act, or prove that he has a valid contract with a person authorized to dispose with waste in accordance with the Waste Act. o odpadoch.
- (iii) that the person authorized to dispose of waste arising from the fulfillment of obligations arising from the subject of performance will have authorizations and



permits in accordance with the Waste Act during the entire period of waste disposal.

- 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, respectively to the Logbook for investments.
- 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.
- 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 filming and making photographs in SE premises.
- 9.1.7 If any of the Contractor's workers in performing work at SE's premises has violated statutory obligations, required technological procedures, applicable technical standards, or provably caused a breach of contractual obligations of any of SE's Contractors, SE shall have the right to prohibit this Contractor's worker from entering SE's premises. This prohibition of entry shall not constitute an obstacle on the side of SE that would constitute a delay by the creditor, a breach of the duty of cooperation or otherwise relieve the Contractor from the related delay.
- 9.1.8 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.

## 9.2 Inspections, Tests and Verification

- 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 remove these defects and deficiencies at its own expense within a period duly determined by SE.
- 9.2.2 Execution of the inspection is not a reason for delayed delivery of the Performance.

## 9.3 Conditions of Delivery and Takeover of the Performance

### 9.3.1 Period of Delivery and Takeover of the Performance

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.

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.).

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. 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 attributable to 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 attributable to 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 4.2b).
- 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 Contractor 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 X., SE can claim a contractual penalty from the Contractor pursuant to clause 15.5

#### XI. TRANSFER OF RIGHTS AND RECEIVABLES

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; otherwise, 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 15.6.

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. CONTRACTOR'S OBLIGATIONS

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 15.4.

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 15.4.

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 X.; in the event that the Contractor violates the duties specified in Article X., SE shall be entitled to claim from the Contractor a contractual penalty in

accordance with clause 15.5,

- 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 it cannot refer to acting 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) [not applicable].
- 12.7 In executing the subject matter of the Performance under the Contract, the Contractor undertakes to observe, among others, all the duties resulting from:
- a) generally binding legal regulations of the SR,
  - b) 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) the Sanction Clause,
  - e) the Environmental and Social Management 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. LIABILITY FOR DAMAGE

- 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, unless he proves that the breach of duty was caused by circumstances excluding liability under Article XVII. GTCs.
- 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 XVII.

### 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 attributes 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 apparent (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:

- a) 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 12.6, or
- b) if the Contractor notified SE in writing of the unsuitability and SE insisted on their use.

#### 14.7 Claims for defects

SE is obliged to complain about defects in writing to the Supplier without unnecessary delay after they have been discovered.

If the Contractor provided a Performance with defect(s), SE may:

- a) require the removal of the defect(s) by the delivery of missing Performance, or
- b) require the removal of defect(s) at the Contractor's expense in the form of repair in the case of reparable defects; or
- c) demand an appropriate discount off the Performance Price.

The choice between the claims mentioned in this point belongs to SE, only if they notify the Contractor in the complaint or without unnecessary delay after the complaint is made.

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 cannot change the applied claim from defects without the Contractor's approval, except in the following cases:

- a) After the lapse 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
- b) Unreasonably extensive cooperation would be required from SE for the removal of the defects, or
- c) The removal of the defects would be only possible after the lapse of an inappropriate period of time.

14.9 Unless otherwise stated in the SE complaint, the Contractor undertakes to start removing 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 removal 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 14.9 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:

- a) 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,
- b) 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 removing 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 (credit note) 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 (credit note) 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 (credit note).

If the Contractor is a VAT payer in the SR, and SE applies a price discount pursuant to this clause, the Contractor and SE may

specially agree in writing, 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 remove 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 removing the Legal Defect is 30 days. If the nature and circumstances of the defect do not allow the removal 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 removing 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 to be applied if the Legal Defects were not 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 claim 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 of these GTCS, or within another period agreed between SE and the Contractor, or specified in the Acceptance Protocol, SE may claim 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 of these GTCS or 12.5 of these GTCS, 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 X, 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 10.6c), 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 11.1, of these GTCS 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 Article 21.1 of these GTCS, 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 9.1.3 of these GTCS, 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 of these GTCS, SE may claim from the Contractor and/or the Contractor's Personnel the following sanctions:
- a) 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.
  - b) 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.
  - c) 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 claim 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:
- a) 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

- b) 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:
- a) notification obligations pursuant to clauses 8.1 and 8.3 of these GTCS,
  - b) 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,
  - c) tax and / or customs obligations, or
  - d) 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, invitation or other document drawn up by SE, unless the Contract stipulates otherwise.
- 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.

15.20 [not applicable].

## XVI. TERMINATION OF THE CONTRACT

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 16.2 herein,
- e) by written withdrawal from the Contract according to clause 16.3 herein.

### 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 Termination of the Contract by withdrawal

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.

Notwithstanding Section 345(1) of the Commercial Code, the Parties agree that if SE does not specify an additional period of time pursuant to paragraph (b) above, SE shall be entitled to withdraw from the Contract or any part thereof due to a material breach of the Contractor's contractual obligations, even if SE does not promptly do so after becoming aware of such breach. .

### 16.4 Termination of the Contract by withdrawal due to reasons on the Contractor's side

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 X 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 of these GTCS,
- 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 of these GTCS,
- q) [not applicable],
- r) there is a reason to withdraw from the Contract under the Environmental and Social Management Clause,
- s) failure to conclude an addendum to the Contract pursuant to clause 4.3. of these GTCS.

16.4.1 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.

16.4.2 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.

16.4.3 In the event that SE has the right to withdraw from a contract concluded under a framework contract, SE shall also have the right to withdraw from the respective Framework Contract. The same applies, when SE withdraws from the framework agreement, SE shall also have the right to withdraw from Contracts concluded under this framework agreement, whereas in such withdrawal states to which Contracts does the withdrawal applies.

16.4.4 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.

16.4.5 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.

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

**16.5 Termination of the Contract by withdrawal due to reasons on the Contractor's side regarding non-compliance with OHS and FP requirements**

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** of the Contracting Parties is obliged to compensate the other Contracting Party for damage caused by the breach of its contractual obligation, if it proves (while the conditions must be met cumulatively) that the non-fulfilment was caused by circumstances excluding liability.

The above does not apply to the Supplier's obligations to provide SE with information in terms of points 8.1, 8.3, 8.4, 8.7, 12.5 and 12.6 of the GTCS.

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 [Not applicable].

**XVIII. LABOUR LAW, OHS AND FP**

Provisions of this article shall apply only in the case that the Contractor enters SE's premises and at SE workplaces.

**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:

- a) 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;
- b) comply with all applicable legislation and SE's internal rules and guidelines for ensuring occupational safety and health and fire protection;
- c) 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. The Contractor is obliged to notify SE of any injury occurring during the execution of activities under the Contract, whatever the outcome of the accident, and subsequently to provide SE with information, including a detailed description of the incident. The Contractor is obliged to investigate these accidents, and provide the results of the investigation to SE, together with measures adopted on the side of the Contractor, and this no later than 10 days from the accident occurring.

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 AND INTELLECTUAL PROPERTY**

20.1 The Parties take note that, under Section 558 et seq. of the Commercial Code, if the subject of Performance results to an 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 arising 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 Not applicable.

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 invoke 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 15.7.

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 15.7.

- 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 that are directly related to availability, confidentiality and integrity of operation of networks and information systems for SE, 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).
- 22.4 SE processes personal data of the Contractor's employees, persons authorised to act on behalf of the Contractor and persons cooperating with the Contractor for the purpose of preparation and implementation of contractual relations, including determination of authorised and contact persons. SE shall also process the personal data of the Contractor's employees, persons authorised to act on behalf of the Contractor

and persons cooperating with the Contractor for other processing purposes if this is necessary for the ensuring of the subject matter of the Performance. Further information on the processing of personal data for individual purposes and information on the rights of data subjects can be found on SE's website at <https://www.seas.sk/gdpr>, under the tab "Contractor and subcontractor of Slovenské elektrárne". The Contractor undertakes to inform the relevant data subjects about the processing of their personal data by SE and about their rights by referring the data subjects to the Terms and Conditions for the processing of personal data of SE published at <https://www.seas.sk/gdpr>, under the tab "Contractor and subcontractor of Slovenské elektrárne".

## XXIII. VENDOR RATING

- 23.1 The Contractor takes note that it may be evaluated by SE from the date of signing the Contract. The rules relating to the rating of contractors are published on the website: <https://www.seas.sk/vendor-rating>. <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: [Vylúčenie dodávateľov | Slovenské Elektrárne, a.s. \(seas.sk\)](#).

## 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> <https://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

version 21/07/2025

#### 1. INTRODUCTORY PROVISIONS

- 1.1. These Sanctions Terms (hereinafter referred to as the **"Sanctions Clause"**) form an integral part of the Contract and in the event of any conflict between them, the provisions of the Sanctions Clause shall prevail over the provisions of the Contract. The Sanctions Clause shall be governed by the laws of the Slovak Republic.

#### 2. DEFINITIONS

Any capitalised terms used in this Sanctions Clause (whether in singular or plural) shall have the meaning ascribed to them in article 2 or elsewhere in the Sanctions Clause.

- 2.1. **"Applicable Sanctions Programmes"** means any international sanctions or restrictive measures (e.g. in the form of orders, prohibitions, restrictions or other sanction measures or programmes) issued and/or applied by Sanctioning Authorities.
- 2.2. **"Contract"** means a contractual document, typically in the form of a contract or purchase order, including its amendments and annexes.
- 2.3. **"Delivery Protocol"** means a delivery note, takeover protocol (in Slovak: *preberací protokol*) or another written document confirming the takeover (in Slovak: *prevzatie*) of the Performance or a part thereof.
- 2.4. **"Partner"** means any party to the Contract, excluding SE.
- 2.5. **"Performance"** means all contractually agreed performances of the Partner (e.g. services provided, works carried out and other activities performed) related to the subject-matter of the Contract.
- 2.6. **"Sanctioned Person"** means a person who:
  - i) is listed in any of the Sanctions Lists by any of the Sanctioning Authorities or is target of, or subject to, any Applicable Sanctions Programme, or
  - ii) is directly or indirectly owned, controlled or managed by a person referred to in clause 2.6i) or by person referred to in clause 2.6iii), or whose representative, or any person acting on its behalf, is a person referred to in clause 2.6i) or a person referred to in clause 2.6iii)
  - iii) has its registered office, place of business or income, or any business activities in any Sanctioned Territory, and to the extent or in a manner that brings this person under the application of the relevant Applicable Sanctions Programme applicable with respect to that Sanctioned Territory.
- 2.7. **"Sanctioned Territory"** means a sanctioned state or territory included in the list of relevant sanctioned states or territories published or updated on the website: <https://www.seas.sk/en/about-us/international-sanctions/>.
- 2.8. **"Sanctioning Authorities"** means sanctioning authorities included in the list of relevant sanctioning authorities published or updated on the website: <https://www.seas.sk/en/about-us/international-sanctions/>.
- 2.9. **"Sanctions Lists"** means any lists of sanctioned persons or other sanctions lists or sanctions programmes or decisions maintained or issued by any of the Sanctioning

Authorities.

Furthermore, for avoidance of any doubt, reference in this Sanctions Clause to any **"person"** or **"entity"** includes any individual, corporation, company, firm, partnership, joint venture, association, authority, trust, government or any of its bodies, state or any other legal entity.

#### 3. DECLARATIONS AND OBLIGATIONS OF THE PARTNER

- 3.1. The Partner declares and undertakes to ensure that the following Partner's declarations are true and will remain true at all times throughout the entire term of the Contract:
  - i) neither the Partner, nor any of its ultimate beneficial owners, nor any significant partner (in Slovak: *spoločník*) and shareholder (in Slovak: *akcionár*) of the Partner (i.e. a person or an entity that owns or otherwise controls more than 50% of the ownership interests (in Slovak: *obchodné podiely*) or shares (in Slovak: *akcie*) in the Partner), nor any member of the statutory body of the Partner, nor any member of the statutory body of any of the aforementioned entities, is a Sanctioned Person;
  - ii) neither the conclusion of the Contract, nor any performance, act and/or exercise of rights under the Contract, will cause a breach of any Applicable Sanctions Programme for any reason on the part of the Partner (which also includes a reason on the part of any of the persons referred to in clauses 3.1i) and 3.1iii) as well as a reason relating to any part of the Performance);
  - iii) no Partner's subcontractor (in Slovak: *subdodávateľ*) involved in the Performance, no ultimate beneficial owner of that subcontractor, no significant partner or shareholder of that subcontractor (i.e. a person or an entity that owns or otherwise controls more than 50% of the ownership interests or shares in that subcontractor), and no member of the statutory body of the subcontractor, nor any member of the statutory body of any of the aforementioned entities, is a Sanctioned Person;
  - iv) the information provided by the Partner in the documentation and communication that collectively constitute the SE's "KYC" process in relation to the Contract (hereinafter referred to as **"KYC Questionnaire"**), as well as the information provided in the Delivery Protocol, or any information provided by other means, is complete, true, and correct;
  - v) the Partner acknowledges that the information provided by the Partner, including also the information provided or confirmed by the Partner in the KYC Questionnaire and/or the Delivery Protocol, is important for the performance of the review of the compliance of the conclusion of the Contract, as well as implementation of the Performance, with the Applicable Sanctions Programmes, and further acknowledges also the possible consequences of incorrectness or falsity of the provided information;
  - vi) the Partner has mechanisms in place to prevent breaches of Applicable Sanctions Programmes;
  - vii) the Performance or its part, in respect of which an invoice, or other document constituting the Partner's



right to receive a payment from SE under the Contract, is issued and/or delivered to SE, has been, is, and will be (as applicable) delivered (in Slovak: *dodané*) to SE in full compliance with the provisions of this Sanctions Clause and Applicable Sanctions Programmes.

- 3.2. The Partner undertakes to refrain from engaging in activities prohibited by any Applicable Sanctions Programme throughout the entire term of the Contract. The Partner further undertakes to refrain from engaging in any activities prohibited by any Applicable Sanctions Programme throughout the entire term of the Contract. Any breach of this obligation will also be deemed a legal defect in the Performance, in addition to other consequences of the Partner's breach of such obligation.

#### 4. INFORMATION OBLIGATION

- 4.1. The Partner undertakes to notify SE and provide SE with all information and documentation regarding

- i) any claim, action (filing), lawsuit, proceeding or investigation against the Partner, subcontractor or persons referred to in clauses 3.1i) or 3.1iii) in connection with any Applicable Sanctions Programme;
- ii) any fact that could constitute a breach of the declaration or obligation of the Partner under this Sanctions Clause;
- iii) any circumstance that constitutes grounds for (a) SE to be in breach of any Applicable Sanctions Programme and/or for (b) SE to become a Sanctioned Person (any of the consequences set forth in (a) and (b) hereinafter referred to as a "**Sanctions Breach**");
- iv) any missing information not provided by the Partner before, during or subsequently in connection with the conclusion of the Contract in the KYC Questionnaire and/or any changes to the information previously provided by the Partner in these documents;
- v) the fact that, for the Performance, the Partner will use a subcontractor (or rely upon the capacity of another entity) which will account for more than 10% of the Contract value and which has relevant connection with Russia (as provided for under section 5k(1) of the Council Regulation (EU) No. 833/2014 as amended);

and in each case, the Partner shall do so without delay upon becoming aware of any of the above or, in the case of supplementing missing information in the KYC Questionnaire, immediately after the conclusion of the Contract.

- 4.2. The Partner also undertakes to provide SE without delay with all information and documentation that SE may request in order to fulfil SE's obligations to ensure compliance with Applicable Sanctions Programmes (including prevention of the breach thereof) even after the termination of the Contract.

#### 5. SUSPENSION OF PERFORMANCE

- 5.1. If (a) SE has reasonable grounds to suspect that circumstances referred to in clause 4.1iii) may arise as a result of potential falsity of any of the declarations under article 3 or a potential breach of any of the obligations under articles 3 or 4, or a potential occurrence of any of the cases referred to in clause 6.1 under which the Contract may be terminated, or (b) a Sanctions Breach has occurred, SE shall be entitled to instruct the Partner to suspend the Performance. In such a case, the Partner

must suspend the provision of any Performance under the Contract, regardless of its type or the place of delivery/execution, handover and/or takeover, even if they are carried out outside the SE premises.

- 5.2. Upon request, the Partner shall provide SE with all information and explanations that may be needed for complex assessment of the scope and severity of a potential or an occurred Sanctions Breach.
- 5.3. The Partner shall take appropriate measures to ensure the proper storage, preservation, protection, and safeguarding of the subject matter of the Performance and to protect, preserve and secure it against any deterioration, spoilage, or damage while the Performance is suspended.
- 5.4. All costs incurred in connection with the suspension of the Performance shall be borne by the Partner, unless it is proven that the reason for the suspension of the Performance under clause 5.1 did not occur. If the Partner incurs delay as a result of the suspension of the Performance, the Partner shall inform SE thereof. The Partner shall not be entitled to an extension of the deadline for carrying out of the Performance by the period during which the Performance is suspended under this article 5. The Partner shall bear the costs associated with the resuming the Performance in this case.
- 5.5. Upon the issuance of the instruction to resume the Performance, SE and the Partner shall jointly inspect the subject matter of the Performance affected by the suspension. The Partner shall repair or replace any deterioration, defects, degradation, or damage to the subject of the Performance at their own costs, if these occurred during the suspension of the Performance. If due to the Partner's fault any measures are required to mitigate any damage, the Partner shall be obliged to implement them.
- 5.6. SE's right to suspend the Performance under this article 5, or SE's exercise or non-exercise thereof, shall not in any way replace or restrict SE's right to withdraw from the Contract under article 6 or any other SE's potential rights resulting from other provisions of this Sanctions Clause (e.g. claims resulting from legal defects in the Performance) or under law (including the right to not to act contrary to the law).

#### 6. WITHDRAWAL FROM THE CONTRACT

- 6.1. SE shall be entitled to withdraw from the Contract, *inter alia*,
- i) in the event of a breach on the part of the Partner (which shall include also the persons referred to in clauses 3.1i) or 3.1iii)) of any of the obligations under article 3, or
  - ii) if any of the declarations made by the Partner under clause 3.1 proves to be false, or
  - iii) if the Partner fails to fulfil the information obligation or any other obligations specified in clauses 4.1 or 4.2 or 5.2, or
  - iv) if the circumstance referred to in clause 4.1iii) or Sanctions Breach occurs, or
  - v) if, with respect to any performance, act and/or exercise of rights under the Contract, SE has not been granted an exception pursuant to generally binding legal regulations applicable in or to the Slovak Republic which is necessary to ensure that a Sanctions Breach is not threatened or has not



occurred;

whereas, each of the above cases is deemed a material breach of the Contract by the Partner, or in the cases referred to in clauses 6.1iv) or 6.1v) (if they occur for reasons not attributable to the Partner) this constitutes another circumstance giving SE the right to withdraw from the Contract, as agreed by the parties to the Contract in this Sanctions Clause.

6.2. SE shall be entitled to withdraw from the entire Contract even if the subject matter of the Contract comprises of several separate Performances and the breach relates only to one of the individual Performances (or any of the parts thereof). If SE has the right to withdraw from the Contract concluded under a framework agreement, SE shall also have the right to withdraw from the respective framework agreement. Likewise, upon withdrawal from the framework agreement, SE may also withdraw from any contracts concluded pursuant to that framework agreement; in the event of such a withdrawal, SE will specify which contracts are so affected.

6.3. In the event of withdrawal from the Contract pursuant to this article, SE shall be entitled to:

- i) require handover of any part of the Performance already carried out by the Partner; in such a case, SE will pay the Partner a proportionate part of the consideration corresponding to the portion of the Performance already carried out unless such

payment conflicts with any Applicable Sanctions Programme; and/or

- ii) withhold and not pay the Partner any part of the consideration for the Performance, as well as not provide the Partner (and/or any other person) with any performance which SE would otherwise be obliged to do; and/or

- iii) withhold and not release to the Partner (and/or any other person) any financial funds or other economic resources (including also materials, technologies, etc.) located on SE's premises and owned, held or otherwise controlled by the Partner; and/or

- iv) have everything provided by SE in connection with the Contract (e.g. documents or materials) returned to SE;

and the Partner is obliged to respect all of the above SE's rights and to take all steps to fulfil them in the extent they have been exercised by SE against the Partner, without undue delay after the Partner becomes aware of their exercise.

- 6.4. If no agreement on the settlement of the liabilities of the parties to the Contract is reached even within 15 days upon the delivery of the written notice of withdrawal from the Contract to the Partner, the manner of settlement of the obligations will be determined by SE.

**ANNEX 2  
ENVIRONMENTAL AND SOCIAL MANAGEMENT CLAUSE****1. INTRODUCTORY PROVISION**

This **Environmental and Social Management Clause** (hereinafter referred to as the “**Clause**”) is an integral part of the General Terms & Conditions for Goods of Slovenské elektrárne, a.s. the (GTC), which are an integral part of and annex to the order/contract (Contract).

The Environmental and Social Governance Clause regulates obligations in the areas of compliance with generally binding legislation, ethical business conduct, human rights, decent working conditions, health and safety at work and environmental protection.

**2. COMMITMENTS OF THE CONTRACTOR**

The Contractor undertakes to comply with the following throughout the term of the Contract:

- a) generally binding legal regulations valid in the territory of the Slovak Republic, as well as international agreements binding on the Slovak Republic;
- b) human rights as defined in the Universal Declaration of Human Rights;
- c) minimum standards for the following aspects of good working practice:
  - a. free choice of occupation, ensured in particular by legal employment, without coercion, as well as the possibility to leave employment freely on the basis of a reasoned notice of resignation;
  - b. freedom of association and the right to collective bargaining, ensured in particular by an accommodating approach to the exercise of these rights;
  - c. safe and hygienic working conditions, ensured in particular by compliance with occupational health and safety standards resulting from generally binding legal regulations;
  - d. a ban on child labour, ensured by preventing the use of child labour;
  - e. wages for a dignified life, ensured in particular by their payment in accordance with generally binding legal regulations, so as to include discretionary income of employees;
  - f. reasonable working hours, ensured by the fact that employees do not work overtime exceeding limits set by generally binding legal regulations;
  - g. non-discrimination, ensured in particular by equal treatment in the recruitment process, in remuneration, training, improvement of working conditions, termination of employment, as well as in old-age retirement;
  - h. a proper employment relationship, ensured by the performance of dependent work on the basis of a proper employment relationship in accordance with generally binding legal regulations;
  - i. a ban on ill-treatment and inhumane treatment, ensured in particular by the absence of any form of physical abuse or punishment, the threat of physical abuse, sexual or other harassment, verbal assault and other forms of intimidation;

- d) environmental regulations, and ensure the minimum impact of services and products on the environment, the implementation of environmental management systems and adopt appropriate standards. At the same time, it is committed to values relating to the efficient use of natural resources, energy efficiency, waste management, the control of emissions and greenhouse gases, as well as the protection and conservation of biodiversity;
- e) measures to prevent any form of corruption, including bribery and extortion.
- f) conventions of the International Labour Organization

**3. WITHDRAWAL FROM THE AGREEMENT**

SE is entitled to immediately withdraw from the Contract 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) breaches any of the Contractor's obligations under Article 2 of the Clause.

In the event of withdrawal from the Contract pursuant to this Article, SE shall be entitled to:

- a) keep the Performance already delivered by the Contractor; in such case, SE shall pay the Contractor a proportional Price corresponding to the Performance, unless this is contrary to any applicable generally binding legal regulation, and/or
- b) withhold and not pay any part of the Price to the Contractor, as well as refrain from performing any type of performance against the Contractor (and / or any other person) and further dispose of such funds or resources in accordance with generally binding legal regulations (if applicable), and / or
- c) withhold and not release to the Contractor (and / or any other person) any funds or other economic resources (including material, technology, etc.) located on the premises of the SE and owned, held or otherwise under the control of the Contractor, and further dispose of such funds or resources in accordance with generally binding legal regulations.

The provisions of the GTCS and the Contract concerning withdrawal from the Contract are unprejudiced by this Article.