

Slovenské elektrárne, a.s. General Terms and Conditions

Slovenské elektrárne, a.s. as the Purchaser
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1. General provisions

1.1. Definitions

For the purposes of these GTC, as defined below, the following words and expressions shall have the meaning set out below.

- 1.1.1. **“Acceptance Certificate”** means a written document for the purposes of acceptance of the Performance, the particulars of which are set out in sub-article 3.4.3 below.
- 1.1.2. **“Commercial Code”** means Act No. 513/1991 Coll., the Commercial Code, as amended.
- 1.1.3. **“Contact Person”** means a person designated for the relevant Party under the Contract, authorised to negotiate matters relating to the Contract. The Contact Person is not authorised to perform legal acts on behalf of the Party.
- 1.1.4. **“Contract Manager”** means a person designated for the relevant Party under the Contract, authorised to give notices and perform acts related to inspections and tests of the Performance, its handover and acceptance, as well as defects of the Performance. The Contract Manager is not authorised to agree amendments to the Contract unless the Contract expressly provides otherwise.
- 1.1.5. **“Contract”** means a legal act between the Parties, the content of which is expressed in a contractual document, typically in the form of an agreement or an order, and its annexes, including these GTC.
- 1.1.6. **“Force Majeure”** is defined in sub-article 5.3.1 below.
- 1.1.7. **“GTC”** means these General Terms and Conditions. SE, which are intended by reference to form part of the contents of the Contract.
 - a) the price of the Performance on the basis of a written request or order if the subject matter of the Contract is the provision of the Performance on the basis of written requests or orders under a framework agreement.
- 1.1.8. **“Income Tax Act”** means Act No. 595/2003 Coll. on income tax, as amended.
- 1.1.9. **“Log”** means, depending on the context, an installation logbook, a construction logbook, a maintenance logbook, or a repair logbook..
- 1.1.10. **“Party”** or **“Parties”** means SE and/or the Supplier.
- 1.1.11. **“Performance”** means the Supplier’s performance related to the subject matter of the Contract.

- 1.1.12. **“Price”** means the price of the Performance excluding VAT as determined under the Contract, namely:
 - b) the total price for the Performance, if the subject matter of the Contract is the delivery of the Performance as a whole,
 - c) the price of an individual Performance, if the subject matter of the Contract is the delivery of several separate Performances,
 - d) the price of the Performance per calendar month (or other agreed period), if the subject matter of the Contract is a repeatedly delivered Performance,
- 1.1.13. **“PPA”** means Act No. 343/2015 Coll. on public procurement, as amended.
- 1.1.14. **“RPSP”** means the Register of Public Sector Partners pursuant to Act No. 315/2016 Coll., as amended.
- 1.1.15. **“Sanctions Clause”** means Annex A attached to these GTC.
- 1.1.16. **“SE”** means the company Slovenské elektrárne, a.s., with its registered office at Pribinova 40, 811 09 Bratislava, Slovak Republic; Company ID No.: 35 829 052; the company is registered in the Commercial Register of the Municipal Court Bratislava III, Section: Sa, file no.: 2904/B.
- 1.1.17. **“SR”** means the Slovak Republic.
- 1.1.18. **“Subcontractor”** means an entity that enters into or has entered into a written contract with the Supplier on the basis of which it participates in the Performance for SE. A sole trader shall also be considered a Subcontractor.
- 1.1.19. **“Supplier”** means the contracting party that provides the Performance intended to fulfil obligations towards SE, regardless of the designation used in the Contract; the Supplier shall also include its legal successor.
- 1.1.20. **“Supplier’s worker”** means an employee of the Supplier or of its Subcontractor, as well as a Subcontractor who is a natural person, who participates in the Performance.
- 1.1.21. **“VAT Act”** means Act No. 222/2004 Coll. on value added tax, as amended.

1.2. Contractual Appendices

- 1.2.1. **Appendices to the contractual terms.** The following appendices of these GTC also form an integral part of the Contract:

Annex A: Sanctions Annex.

Annex B: Environmental and Social Management Clause.



- 1.2.2. **Precedence of the Sanctions Annex.** In the event of a conflict between the wording of the Sanctions Annex and the other parts of the GTC, the wording of the Sanctions Annex shall prevail.

1.3. Interpretation

- 1.3.1. **Completeness of the agreement.** The Contract constitutes the entire agreement between the Parties regarding the subject matter of the Contract and supersedes all prior oral and/or written arrangements, offers, documents, and understandings of the Parties.
- 1.3.2. **Severability of provisions.** Each provision of the Contract shall be construed so as to be effective and valid under applicable laws. If, however, any provision is found to be unenforceable, invalid, or ineffective, this shall not affect the validity and effectiveness of the remaining provisions of the Contract. In such case, the Parties shall agree in writing on a solution that preserves, to the greatest extent possible, the purpose and meaning of the original provision.
- 1.3.3. **References.** Unless expressly stated otherwise, references to articles or sub-articles are references to articles or sub-articles of these GTC.
- 1.3.4. **Change in legislation.** If the Contract contains references to legal regulations effective at the time of issuance of this version of the GTC or at the time of conclusion of the Contract, and such regulations are amended or replaced by other legal regulations during the term of the Contract, such references shall be deemed to be references to the legal regulations replacing them, in their current wording.
- 1.3.5. **Obligation.** Where the words “shall ensure”, “shall do”, “shall perform” or “shall deliver” are used in the Contract, these expressions shall be construed as an obligation of the relevant Party to perform the relevant act or to procure its performance in accordance with the Contract.
- 1.3.6. **Complementarity of provisions.** If individual documents forming the Contract contain different provisions governing the same legal concepts, rights, claims, or sanction mechanisms, and these are not inconsistent, they shall be deemed complementary, shall apply cumulatively, and shall be applied alongside each other. Any priority provisions are not affected hereby.
- 1.3.7. **Definitions.** Terms defined in individual parts or annexes of the Contract shall have the same meaning throughout all its parts and annexes. A term shall have a different meaning only if it is expressly defined otherwise in the relevant contractual document or its part.

- 1.3.8. **Headings.** The headings of individual articles and sub-articles are for convenience and ease of reference only and shall not affect the interpretation or the legal binding force of the provisions of the Contract.

1.4. Communication and language

- 1.4.1. **Communication and notices.** Communication and notices between the Parties shall be made in writing by personal delivery, registered mail, courier service, or e-mail to the addresses specified in the Contract or notified in accordance with the Contract.
- 1.4.2. **Service of notices.** A notice under the preceding sub-article shall be deemed served (which-ever occurs first):
- a) on the date of personal receipt of the document by the addressee;
 - b) on the date of delivery of the document by post or courier service to the address specified in the Contract or notified by a Party;
 - c) on the date of refusal to accept the document;
 - d) on the date the consignment is deposited at the post office if a document sent by post cannot be delivered to the addressee (e.g. due to failure to collect the consignment within the collection period or because the addressee was unknown);
 - e) on the date of sending the e-mail to the address specified in the Contract or notified by a Party, if the e-mail was sent on a working day by 15:00; otherwise on the next working day.
- 1.4.3. **Change of address.** A Party shall be obliged to notify any change of address for service in writing; such change shall take effect only upon service of the notice on the other Party.
- 1.4.4. **Different language versions.** If any document related to the Contract is executed in more than one language, the Slovak language version shall prevail.
- 1.4.5. **Language of communication.** The language of communication under the Contract shall be Slovak. The Supplier may also communicate in the Czech language; however, upon request it shall be obliged to procure a translation into Slovak.

1.5. Amendments to the Contract

- 1.5.1. **Form of amendments.** Unless the Contract provides otherwise, the Parties may amend its terms only by means of written, numbered amendments.



1.5.2. **Change of Contact Person or Contract Manager.** A Party may, by written notice to the other Party, change the Contact Person or the Contract Manager, or delegate some of their authorisations to another person. The scope of the delegated authorisations and powers must be clearly defined.

1.5.3. **Change of the worker performing the Performance.** Upon the Supplier's request, the Contract Manager for SE shall change the Supplier's worker by an entry in the Log or by another appropriate record, after the Supplier has demonstrated that the requirements for technical and professional competence have been met. This does not relieve the Supplier of its obligations under 2.3 (Use of Subcontractors).

2. Supplier

2.1. Information obligations

2.1.1. **Information on performance.** The Supplier undertakes to provide, at SE's request, all information and data relating to the provision of the Performance under the Contract and to supplement them within a reasonable time. It also undertakes to submit, at SE's request, documents evidencing the nature of its contractual relationship with the Supplier's workers who enter SE's premises in connection with the performance of the Performance (e.g. a certificate of registration with the Social Insurance Agency).

2.1.2. **Notification obligation.** During the term of the Contract, the Supplier undertakes to notify SE in writing without undue delay, and no later than within 5 working days of the occurrence of the relevant event, of:

a) the commencement of enforcement proceedings against the Supplier's assets;

b) the commencement of proceedings under Act No. 7/2005 Coll. on bankruptcy and restructuring and on amendments to certain acts, as amended;

c) the fact that a Supplier's worker who has been granted access to SE's premises for the purposes of the Performance has ceased to meet the conditions for granting access.

2.1.3. **Information upon request.** The Supplier shall be obliged to provide no later than within 5 working days of delivery of SE's request (i) information on the ownership and/or management structure (including details of partners/shareholders – both direct and indirect, ultimate beneficial owners, members of corporate bodies and their close persons), and (ii) documents and

personal data of the Supplier's workers, to the extent necessary to verify compliance with the prohibition of illegal employment under Section 7b(5) of Act No. 82/2005 Coll. on illegal work and illegal employment.

2.2. Supplier's obligations

2.2.1. **Compliance with regulations.** The Supplier undertakes, when performing the Performance, to comply with all applicable legal regulations, the provisions of the Contract, and SE's internal regulations which have been made available to it, and which relate to activities carried out by the Supplier or the Supplier's workers in SE's premises.

2.2.2. **Familiarisation of workers.** The Supplier undertakes to demonstrably familiarise the Supplier's workers with all obligations arising from the Contract and to ensure their compliance, and to ensure that the Performance is carried out only by professionally competent Supplier's workers.

2.2.3. **Inspection of documents and premises.** The Supplier shall be obliged, exercising due professional care, to inspect all documents and materials, as well as any other items and information provided by SE for the purposes of performing the Performance. It shall also be obliged to inspect SE's premises where the Performance is to be carried out (e.g. the construction site) and to assess their suitability for the proper performance of the Performance. If it identifies any discrepancy, ambiguity, error, incompleteness or defect which may cause defects or non-functionality of the Performance or any part thereof, a deviation from the contractually specified standard, functionality or purpose of the Performance, or may affect its price, it shall be obliged to notify SE of such facts in writing without undue delay, and no later than within 7 days of their receipt. If the Supplier fails to comply with this obligation, it shall be liable for any defects of the Performance that arise as a result of incorrect instructions, materials or items provided by SE.

2.2.4. **Technical condition of equipment and facilities.** The Supplier shall be responsible for the safe technical condition of the mechanisms, machinery, equipment, tools, implements, materials, and facilities it uses. It shall be obliged to ensure their operation and maintenance so as to prevent any damage, including damage to the environment, and so that their use in SE's premises is safe. If deficiencies are identified in the Supplier's technical equipment or facilities, SE shall be entitled to suspend their operation or order their removal from SE's premises.



2.2.5. **Storage of hazardous substances.** The Supplier shall be obliged to store hazardous substances (petroleum substances, chemicals, etc.) in premises designated for that purpose by SE, or in its own premises created for that purpose forming part of the site facilities, subject to SE's prior consent.

2.2.6. **Register of Public Sector Partners.** If the conclusion of the Contract is subject to the provisions of the PPA, the Supplier declares that as at the date of conclusion of the Contract it is registered in the Register of Public Sector Partners (RPSP), and undertakes to remain registered therein for the entire term of the Contract, to the extent required by law. The Supplier shall be obliged to ensure that these conditions – to the same extent and only where required by law – are also met by its Subcontractors.

2.3. Use of Subcontractors

2.3.1. **List of Subcontractors.** If a Subcontractor participates in the Performance, a list of Subcontractors, approved in advance by SE, must form part of the Contract, containing: (i) identification of the Subcontractor, (ii) the type of performance (works, services, supply of materials), (iii) the Subcontractor's share of the Price of the Performance, and (iv) if the conclusion of the Contract is subject to the provisions of the PPA, also details of the person authorised to act on behalf of the Subcontractor, namely first and last name, address of residence, date of birth. If it becomes necessary to involve a Subcontractor after the Contract has been concluded, the Supplier shall be obliged to submit in advance a proposal for an updated list for approval.

2.3.2. **Change or addition of a Subcontractor.** The Supplier shall be entitled to request a change or addition of a Subcontractor by a written request addressed to SE's Contract Manager. The request must include documents evidencing that the requirements imposed on the Subcontractor have been met and an updated List of Subcontractors. The Supplier shall be obliged to deliver the request without delay, but no later than three (3) working days before the start of the planned subcontract. SE shall assess the request and notify the Supplier of its approval or rejection.

2.3.3. **Requirements for a Subcontractor.** If a Subcontractor participates in the performance of the Contract, the Supplier shall be obliged to ensure that the Subcontractor meets the requirements arising from the Contract, has the technical and professional competence, and meets the occupational health and safety requirements. The Supplier may use only Subcontractors approved in the list of Subcontractors.

2.3.4. **Supplier's obligations.** The Supplier undertakes to (i) ensure full payment of all Subcontractors for their performances in accordance with their mutual agreement, (ii) promptly remedy any breach of the Contract caused by a Subcontractor by appropriate means, including replacement of the Subcontractor where appropriate, and (iii) ensure that the subcontract reflects the terms of the Contract.

2.3.5. **Rejection of a Subcontractor.** In justified cases, SE reserves the right at any time during the term of the Contract to reject, in writing, the participation of a Subcontractor or a Supplier's worker in the Performance. In such case, the Supplier shall not be entitled to any compensation or reimbursement and shall be obliged, without undue delay, to take all necessary steps to terminate cooperation with the rejected Subcontractor or Supplier's worker in performing the Contract.

a) SE may reject the participation of a Subcontractor in particular in the following cases:

b) failure to meet the requirements for technical and professional competence or the conditions of OHS and fire protection;

c) submission of a motion to commence enforcement against the Subcontractor's assets;

d) publication in the Commercial Bulletin of a resolution on the commencement of bankruptcy or restructuring proceedings against the Subcontractor;

e) failure to perform previous performances carried out for SE properly and on time, whether as a supplier or a subcontractor;

f) conduct contrary to SE's Code of Ethics;

g) the Subcontractor has been found to have committed a serious breach of professional duties within a period not older than the last three years.

2.3.6. **Supplier's liability.** The Supplier shall be fully liable for the proper, timely and complete performance of subcontracted supplies by the Subcontractor as if it performed them itself, regardless of whether the Subcontractor was selected by the Supplier or designated by SE. The Supplier shall also be fully liable for compliance with all health, safety, employment, and environmental regulations in the performance of the Contract, regardless of whether the Performance is carried out by the Supplier or a Subcontractor, as well as for obligations relating to Subcontractors.

2.3.7. **Withholding of payments.** If the Supplier fails to pay the Subcontractor the agreed remuneration for duly performed work on time, and in SE's opinion this could jeopardise the progress of the



works or compliance with the deadline for hand-over of the Performance, SE shall be entitled, following prior written notice to the Supplier and after expiry of the remedy period, to withhold payment of the Supplier's invoices until such time as the Subcontractor's legitimate claims have been satisfied and such satisfaction has been evidenced to SE. During the period of withholding, SE shall not be in default with payment of its monetary obligations, and the Supplier shall not be entitled to any statutory or contractual penalties.

2.4. Evaluation and list of suppliers

- 2.4.1. **Evaluation and list of suppliers.** The Supplier will be included in SE's internal list of suppliers and may be evaluated. For the purposes of use in procurement outside the scope of the PPA, the Supplier may be suspended or included in the list of excluded suppliers. The rules for evaluation and exclusion are published on the website:

<https://www.seas.sk/en/suppliers/procurement/vendor-rating/>.

<https://www.seas.sk/en/suppliers/procurement/exclusion-of-suppliers/>.

2.5. Code of Ethics and Zero Tolerance for Corruption Plan

- 2.5.1. **Ethical conduct.** The Parties undertake to carry out all activities related to the Contract with integrity, transparency and in full compliance with applicable laws and industry standards. SEs are guided by the principles enshrined in the SE Code of Conduct and the Zero Tolerance for Corruption Plan, available at: <https://www.seas.sk/en/about-us/sustainability-and-innovation/management/code-of-ethics/>; the Supplier shall apply equivalent Principles in conducting its business activities and in governing its relationships with third parties.
- 2.5.2. **Corruption.** A Party must not engage in any form of bribery, corruption, fraud, or other similarly unethical practices. A breach of this provision shall be deemed a material breach of the Contract.

3. Performance

3.1. Liability for items received

- 3.1.1. **Items received.** The Supplier shall bear the risk of loss of or damage to items, documents and materials received from SE for the purposes of performing the Contract, for the entire period of carrying out these activities until they are handed over to SE. Title to such items shall remain with SE. The Supplier shall be obliged to use all items, documents and materials handed over exclusively for the purposes of performing the Contract and, upon due completion of performance or upon early termination of the Contract, to return them to SE.

3.2. Inspection of performance

- 3.2.1. **Inspection of performance.** SE shall be entitled at any time during the provision of the Performance under the Contract to carry out inspections, tests, and verification of the Supplier's due performance of its obligations. If the place of Performance is not located in SE's premises, the Supplier shall be obliged to allow SE's employees or persons designated by SE access to the premises where the Performance is carried out for the purpose of inspection. If defects or shortcomings are identified during an inspection, the Supplier shall be obliged to remedy such defects and shortcomings at its own cost without undue delay, unless SE determines a different period.
- 3.2.2. **Remedy of defects and repeated inspection.** If a preliminary inspection reveals that the Performance does not meet the requirements of the Contract, the Supplier shall be obliged to remedy the identified defects within a reasonable period specified by SE so that the timely provision of the Performance is not jeopardised. After expiry of such period, SE may carry out a repeated inspection. If the defects are not remedied properly and in time, SE shall be entitled to withdraw from the Contract for a material breach, unless SE grant the Supplier an additional period to remedy the defects.

3.3. Time limit for delivery of performance

- 3.3.1. **Threat of delay.** If there is a risk that the Supplier will not deliver the Performance within the period stipulated in the Contract, it shall be obliged, without undue delay after becoming aware of this fact, to inform SE in writing. The notice must include: the reasons for the delay and the expected date of delivery of the Performance.
- 3.3.2. **Corrective measures.** The Supplier shall be obliged to take all necessary measures to



expedite the Performance. If the Supplier fails to take such measures or they prove ineffective, SE shall be entitled to take measures to expedite the Performance themselves, for example by withdrawing performance of any part of the Performance from the Supplier and entrusting its performance to a third party. The costs associated with such measures shall be borne by the Supplier. SE shall be entitled to claim such costs by means of a separate invoice.

- 3.3.3. **Costs.** Any costs incurred by the Supplier as a result of failure to meet the deadline for performance of the Performance or as a result of implementing remedial measures (e.g. overtime, shift work, weekends, public holidays, increased deployment of machinery, uneconomic supply of materials) shall always be borne by the Supplier. The Price shall not change in such cases.

3.4. Acceptance of Performance

- 3.4.1. **Early completion of the Performance.** If the Supplier duly completes the Performance or any part thereof before the agreed deadline, SE shall be entitled, but not obliged, to accept the Performance or the relevant part thereof at the earlier date proposed by the Supplier.
- 3.4.2. **Acceptance of Performance.** SE shall accept the Performance on the basis of a written Acceptance Certificate. The signature of the Acceptance Certificate by both Parties confirms acceptance of the Performance, but not its defect-free status. The Performance may also be accepted with defects in accordance with sub-article 3.4.7 below. Within the acceptance procedure, there may be a preliminary acceptance of the Performance or its acceptance for use. Such preliminary acceptance, acceptance for use, or consent to operation shall not be deemed acceptance of the Performance under the Contract.
- 3.4.3. **Acceptance Certificate.** The Acceptance Certificate shall contain a detailed list of the accepted performance, i.e. the individual items delivered under the Contract together with the relevant quantities. The Acceptance Certificate shall be executed in at least two originals; one original shall be received by the Supplier and one by SE.
- 3.4.4. **Construction works.** In the case of performances between domestic VAT payers with the place of supply in the territory of the Slovak Republic that fall under Section F "Constructions and construction works" of the Statistical Classification of Products by Activity (CPA), the Acceptance Certificate must contain the six-digit service code under the CPA. This information is

not required in the Acceptance Certificate if it is stated on the invoice.

- 3.4.5. **Access ID cards.** If, for the purposes of performing the Performance in SE's premises, the Supplier's workers have been issued access identification cards or passes (hereinafter "**Access ID Cards**"), the Acceptance Certificate for the handover and acceptance of the last Performance under the Contract must include the number of Access ID Cards that the Supplier's workers have not returned as at the date of acceptance of such Performance.

- 3.4.6. **Documents.** No later than upon acceptance of the Performance by SE, the Supplier shall hand over to SE:

a) documents necessary for the acceptance and use of the Performance, as well as other documents specified in the Contract, including all declarations of conformity, reports, and certificates of tests of equipment that the Supplier assembled, installed, or produced; these documents must be in the Slovak language, at least to the extent required by the relevant legal and technical regulations of the Slovak Republic;

b) operating, repair and maintenance manuals for the equipment to the extent required by the relevant legal and technical regulations of the Slovak Republic; the manuals and labels on the equipment control panels must be in the Slovak language;

c) technical documentation, certificates of materials used in performing the Performance and documents evidencing tests carried out, or other documents if required by generally binding legal or technical regulations of the Slovak Republic, if agreed in the Contract, required by SE, or customary given the nature of the Performance.

- 3.4.7. **Acceptance of defective Performance.** SE may accept the Performance even if it contains defects or outstanding works that do not prevent its use. In such case, the Acceptance Certificate must contain a list of defects and outstanding works. If, due to time pressure, it is not possible to include the list of defects and outstanding works in the Acceptance Certificate, SE may also notify and supplement it subsequently, without undue delay after execution of the Acceptance Certificate. The time limit for remedy of each defect and outstanding work shall be 5 working days from acceptance of the Performance, or, where applicable, from supplementation of the description of defects, unless the Parties agree a different period for remedy of defects.

- 3.4.8. **Retention.** If SE accepts the Performance with defects, it shall be entitled to apply retention up to 10% of the Price. The Supplier's entitlement to payment of the retained part of the Price shall



not arise under the other provisions of the Contract, but only upon demonstrable remedy of all defects of the Performance, and shall be payable within 30 days. The application of retention constitutes an alternative agreement between the Parties regarding the arising of the Supplier's entitlement to payment of part of the Price. The retention serves to secure SE's claims arising from defects of the Performance and related claims. The Parties may agree to replace the retention with another form of security.

3.4.9. Rejection of the Performance. SE shall be entitled to refuse acceptance of the Performance and not to sign the Acceptance Certificate if any of the following conditions is met:

- a) the Performance has not been produced in accordance with the Contract;
- b) the Performance cannot be used without restrictions, safely and in compliance with legal regulations for the purpose under the Contract;
- c) the Supplier has not fulfilled all obligations under the Contract, has not successfully carried out the tests or has not handed over to SE the documentation under sub-article 3.4.6 above;
- d) the Parties have not agreed on the final scope of the Performance carried out or on the final price of the Performance;
- e) the Supplier wishes to hand over only a partial delivery of the Performance.

In the event of refusal, SE shall draw up a record stating the reasons for refusal and the defects identified. One copy shall be handed over to the Supplier. The Supplier shall be obliged to remedy the defects without undue delay, and no later than within 5 working days from receipt of the record, unless the Parties agree otherwise. After remedying the defects, the Supplier shall again invite SE to accept the Performance and to draw up the Acceptance Certificate.

3.4.10. Maintenance Manual. Upon acceptance of the Performance, the Supplier shall notify SE in writing of all specific features of the Performance and shall hand over a detailed maintenance manual. If the manufacturer or supplier prescribes specific servicing or inspections, the Supplier shall submit to SE a service plan and proposals for the relevant service agreements with authorised entities.

3.5. Warranty and Liability for Defects

3.5.1. Declaration of conformity. The Supplier declares and warrants that the Performance will be delivered to SE in the scope, quality and under

the conditions agreed in the Contract and its annexes. The Supplier also warrants that the Performance will be free from legal defects.

3.5.2. Warranty and warranty period. The Supplier shall be liable for defects of the Performance during the warranty period of 24 months and shall ensure that the Performance retains the characteristics stipulated in the Contract throughout this period. The warranty period shall commence on the date of signature of the Acceptance Certificate. If the Supplier is obliged to dispatch the Performance to SE, the warranty period shall run from the date of delivery of the Performance to the place of destination and its acceptance by SE. The Supplier may unilaterally extend the warranty period by a written declaration.

3.5.3. Suspension of the warranty period. The warranty period shall not run during the period in which SE cannot use the Performance due to defects for which the Supplier is liable. In the course of remedying notified defects, the warranty period shall be suspended and shall recommence on the day following SE's written confirmation of remedy of the defect. If remedy of a defect is possible only by replacement of the item or its substitution, the warranty period shall start to run anew from the date of acceptance of the replacement performance by SE.

3.5.4. Third-party warranty. If a warranty provided by a third party applies to Performance purchased by the Supplier from a third party, it must not be shorter than the warranty period under the Contract. The Supplier shall inform SE of all facts affecting the assertion of defect claims, shall notify the date of expiry of the warranty period and shall hand over all documents necessary for the assertion of claims, including a list of parts of the Performance with a separate warranty period. The Supplier shall ensure the transfer of rights under warranties to SE.

3.5.5. Defective performance. The Performance shall be considered defective if it does not correspond to the result specified in the Contract, the purpose of use, does not have the characteristics stipulated in the Contract or by legal regulations or technical standards, or if there are grounds to reject the Performance under sub-article 3.4.9 above.

3.5.6. Liability for defects identified after acceptance. The Supplier shall be liable for defects of the Performance that existed at the time of its handover and acceptance by SE, regardless of when SE identifies them. Such liability shall also apply where a defect becomes apparent only after acceptance, provided SE notifies the Supplier of the defects no later than by expiry of the warranty period.



- 3.5.7. **Defects after handover of the Performance.** The Supplier shall be liable for defects of the Performance arising after its handover if they were caused by a breach of the Supplier's obligations. The Supplier shall also be liable for defects arising in connection with SE's actions, if such defects arose due to damage to the Performance or acts of SE or another party, and in accordance with the operating instructions, maintenance instructions, the Supplier's instructions, or other documents delivered under the Contract.

3.6. Defect claims

- 3.6.1. **Notification of defects.** SE shall be obliged to notify defects to the Supplier in writing no later than by expiry of the warranty period. If the Supplier delivered the Performance with defects, SE may:
- a) require the defect to be remedied by delivery of replacement performance at the Supplier's cost;
 - b) require delivery of the missing performance;
 - c) require repair of the Performance if the defect is repairable;
 - d) require a reasonable reduction of the Price;
 - e) withdraw from the Contract.
- 3.6.2. **Choice of defect claim.** The choice shall belong to SE provided SE notifies the Supplier of its choice in a defect notice within a reasonable period after the notice is made. SE may not change the asserted defect claim without the Supplier's consent, except where: (i) the Supplier has not commenced substantial steps to remedy the defect in time, (ii) the defects are irreparable or the remedy would cost more than 50% of the Price, (iii) the remedy requires disproportionate cooperation by SE or time.
- 3.6.3. **Costs.** All costs related to remedying defects of the Performance shall be borne by the Supplier.
- 3.6.4. **Time limits for remedy of defects.** The Supplier undertakes to commence remedy of defects without undue delay, no later than within 3 working days of delivery of the defect notice, in the event of operational outages within 12 hours, and in the event of an emergency immediately. Remedy of defects must be completed within 5 working days of delivery of the defect notice unless SE determine otherwise or the Parties agree otherwise. If this is not technically possible, the Supplier must notify the reasons within 3 working days.
- 3.6.5. **Confirmation of remedy of a defect.** After remedy of a defect, SE and the Supplier shall draw

up a report. A defect shall be deemed remedied only upon SE's written confirmation.

- 3.6.6. **Disputed defect notices.** The Supplier must not refuse to remedy a defect or delay doing so even if it considers the defect notice unjustified. If the Supplier proves that the defect notice was unjustified, it shall be entitled to reimbursement of the proven costs of the defect notice, provided it notified SE of the alleged unjustified nature in writing within 5 days of delivery of the defect notice.

- 3.6.7. **Assignment of rights.** SE may unilaterally assign warranty rights to a third party.

- 3.6.8. **Claims in the event that defects are not remedied.** If the Supplier fails to remedy defects within the time limit or notifies that it will not remedy them, SE may:

- a) remedy the defects itself or through a third party at the Supplier's cost;
- b) require a reasonable discount off the Price;
- c) withdraw from the Contract.

SE must inform the Supplier of the chosen remedy by notice. The Supplier shall be obliged to reimburse the costs of remedying defects in the amount actually incurred. SE shall be entitled to claim a coordination surcharge of 10% as a lump-sum reimbursement of costs associated with remedying defects.

3.7. Legal defects

- 3.7.1. **Legal defects.** The Performance shall be deemed to have legal defects if it is encumbered by a third party right or if there are obligations of the Supplier to establish such third party rights (e.g. industrial and intellectual property rights, security interests, and the like). The Performance shall also have legal defects in the case under Section 433(2) of the Commercial Code. The application of Section 434 of the Commercial Code is excluded for the purposes of the Contract.
- 3.7.2. **Notice of legal defects.** SE shall be obliged to notify the Supplier of legal defects in writing after it becomes aware of the assertion of a third party right.
- 3.7.3. **Remedy of legal defects.** If the Performance has any legal defect, SE shall have the right to require the Supplier to commence steps to remedy the legal defect at its own cost without undue delay, and no later than within 5 days of delivery of SE's written notice, and to inform SE in writing of the progress. The time limit for remedy of the legal defect shall be 30 days unless the Parties agree otherwise. If the nature of the defect does not allow remedy within this time limit, the



Supplier may request an appropriate extension, which SE shall determine so that its legitimate interests are not affected, in particular so that no damage or loss of production arises or increases.

- 3.7.4. **Claims in the event of failure to remedy legal defects.** If the Supplier fails to remedy legal defects within the specified time limit, SE shall be entitled to: (i) require a discount off the Price, or (ii) withdraw from the Contract.
- 3.7.5. **Choice of remedy.** SE shall be obliged to decide between the above remedies within 30 days of expiry of the time limit for remedy of the legal defect. Until it is remedied, SE shall not be obliged to pay the part of the Price corresponding to the claim for a reduction.
- 3.7.6. **Defence against third party claims.** In the event of legal defects of any part of the Performance, the Supplier shall be obliged, at its own cost, to defend SE against third party claims for infringement of their rights and to pay all amounts, in particular costs, damages and legal representation fees, awarded by a court to a third party or arising under a settlement agreement approved by the Supplier. SE shall inform the Supplier of legal defects in due time and enable it to cooperate in the defence and negotiations. The Supplier's obligation shall also apply where the infringement of a third party's rights occurred as a result of acts of SE or a third party instructed by SE under specifications or instructions which the Supplier notified to SE in advance.

3.8. Industrial & intellectual property

- 3.8.1. **Pre-existing intellectual property.** Intellectual property owned or otherwise held by a Party as at the date of conclusion of the Contract shall remain the property of the original owner. The Supplier hereby grants, or consents to the granting of, a territorially and materially unrestricted licence, for the duration of the proprietary rights in the intellectual property, to use and reproduce such Supplier intellectual property to the extent necessary for SE to be able to duly use the Performance.
- 3.8.2. **Copyright work.** If the subject matter of the Performance is the result of an activity protected by intellectual property law (hereinafter a "**copyright work**"), SE shall be entitled to use it for the purposes arising from the Contract in the manner necessary for the proper use of the Performance, in particular pursuant to Section 19 of Act No. 185/2015 Coll., the Copyright Act (hereinafter the "**Copyright Act**"), for the duration of the author's proprietary rights under Section 32

of the Copyright Act. Remuneration for use of the copyright work to the above extent is included in the Price.

- 3.8.3. **Methods of use of the copyright work.** For the purposes arising from the Contract, the following method of use of the copyright work shall also be deemed included: (i) its adaptation for the purposes of future repairs, maintenance, reconstructions, changes or improvements of SE's assets, (ii) making it available for adaptation to SE's contractual partners for the purpose of preserving the value of SE's assets, including maintenance, maintaining functionality and adding new functions and improvements.
- 3.8.4. **Documentation.** If the result of performance under the Contract is the delivery of project documentation, a study, diagrams or other documentation (hereinafter "**documentation**"), the Supplier grants SE consent to its use: (i) for all methods of use of a copyright work known at the time of conclusion of the Contract, including adaptation or making it available for adaptation to SE's contractual partner, (ii) in an unrestricted territorial and material scope, (iii) for the duration of the proprietary rights in the copyright work, (iv) with SE's right to transfer the licence to another person or grant a third party a sub-licence without the Supplier's additional consent.
- 3.8.5. **Further methods of use.** If SE considers it necessary to use a copyright work in a manner other than that stated above, the Supplier undertakes, without undue delay and no later than within 15 days of SE's request, to enter into an agreement with SE the subject matter of which shall be: (i) the assignment of the exercise of all proprietary rights in the copyright work to SE; or, if such an agreement would be contrary to law, (ii) the granting of SE's consent to exercise the proprietary rights forming the copyright in the copyright work, on the basis of which the Supplier shall grant SE an exclusive licence. The exclusive licence shall be: in an unrestricted territorial and material scope, with the possibility to grant a sub-licence, for the duration of the proprietary rights in the copyright work, and shall entitle SE to use the copyright work in particular by the methods set out in Section 19(4) of the Copyright Act.
- 3.8.6. **Computer program.** If, under the Contract, a copyright work under Section 87 of the Copyright Act (a computer program) is created, the Supplier undertakes to assign the exercise of proprietary rights in the computer program to SE and hereby transfers them to SE. Where applicable, the Supplier undertakes that, together with handover of the Performance, it will also hand over to SE the source codes and documentation necessary for their use. Failure to hand over the source codes or handover of incomplete or



incomprehensible documentation shall be deemed a defect of the Performance.

3.8.7. Industrial property objects. If, in the course of performing the Performance, the Supplier creates a work meeting the definition of:

a) a patentable invention within the meaning of the relevant provisions of Act No. 435/2001 Coll. on patents and supplementary protection certificates and on amendments to certain acts (the Patent Act), as amended, and applies for the grant of a patent for the work; or

b) a technical solution protected by a utility model within the meaning of the relevant provisions of Act No. 517/2007 Coll. on utility models and on amendments to certain acts, as amended, and applies for protection of the work by a utility model; or

c) a design within the meaning of the relevant provisions of Act No. 444/2002 Coll. on designs, as amended, and applies for registration of the work as a design; or

d) another object of industrial property

(hereinafter collectively an "**Industrial Property Object**"),

the Supplier undertakes, without undue delay and no later than within 15 days of acquiring the right to the Industrial Property Object, to enter into a licence agreement with SE in accordance with Section 508 et seq. of the Commercial Code. The subject matter of the licence agreement shall be the granting of an exclusive, territorially, and materially unrestricted licence to use the Industrial Property Object within the scope of SE's overall activities, for the duration of the validity of the rights to the Industrial Property Object.

3.8.8. Third-party rights. The Supplier shall ensure that all persons who created or delivered the content of the Performance or any part thereof have no claims against SE arising from copyright, industrial rights, or related rights. For this purpose, it shall enter into the necessary contracts with such persons. The Supplier shall also be responsible for ensuring that SE will not infringe intellectual property rights or any other rights of third parties through the proper use of the Performance.

3.8.9. Source data. In the event of the Supplier's dissolution without a legal successor, the Supplier shall be obliged, prior to its dissolution, to provide SE with the source data for the created copyright work or the Industrial Property Object.

4. Price, invoice, and payment

4.1. Price

4.1.1. Remuneration for performance. No Performance under the Contract shall be provided by Supplier free of charge.

4.1.2. Agreed Price. The Price is fixed, complete, unchangeable, and binding; and the Supplier warrants its completeness up to delivery of the Performance.

4.1.3. Content of the Price. The Price includes all costs related to performance of the Supplier's obligations, in particular:

a) transport costs,

b) costs of disposal or recovery of waste, within the meaning of the Contract, generated by the Supplier's activities;

c) costs of unloading the Performance at the place of delivery;

d) insurance costs for the Supplier's damage liability insurance,

e) insurance costs for insurance of SE's property that is the subject matter of the Performance;

f) insurance costs for the transport of the Performance, if stipulated in the Contract,

g) customs,

h) other taxes and duties;

i) other fees related to imports from third countries;

j) product certification-related fees,

k) administration and similar fees collected by any public authority body,

l) price of the documentation necessary for or related to use of the Performance,

m) accommodation, meals, and transport of the Supplier's workers;

n) training of the Supplier's workers for access to and performance of contractual Performance in SE's premises;

o) remuneration for the granting of a licence, as well as the assignment of proprietary rights to the subject matter of intellectual property.

4.1.4. Hourly rate. If the Price is agreed as an hourly rate, the Supplier shall be entitled to remuneration for the time actually spent providing the



Performance as recorded in the Acceptance Certificate. For Performance in SE's premises, the number of hours must not exceed the number of hours recorded by the electronic attendance system or in written records. The Supplier shall not be entitled to remuneration for time required for work breaks, movements of workers and arranging access to SE's premises.

- 4.1.5. **Performance beyond the scope of the Contract.** Any Performance beyond the scope agreed in the Contract, including exceeding the number of units stated in the Contract, must be approved by SE in writing in advance. SE shall not be obliged to accept or pay for Performance carried out without such approval.

4.2. Invoice

- 4.2.1. **Invoice.** SE shall pay the Price in the currency specified in the Contract on the basis of an invoice delivered to SE in accordance with the Contract.

- 4.2.2. **Supporting documentation for issuing the invoice.** The basis for issuing the invoice and its integral part is a detailed inventory of the performed Performance, which may take different forms depending on the type of performance: Acceptance Certificate, Milestone Certificate, Discovery Report, copies of Log entries, Service Report, or Hours of Service Report.

- 4.2.3. **Work orders.** Where the Performance is provided on the basis of multiple Work Orders (as defined in the General Technical Conditions of Performance in SE, a.s. – plants), the Supplier shall be obliged to state, separately for each Work Order, the individual Performances carried out, for the purposes of allocating the invoiced costs.

- 4.2.4. **Invoice particulars.** The invoice must be issued in the currency specified in the Contract and must contain all particulars required by applicable legal regulations and by the Contract. In addition, it must include:

- a) SE's Contract number;
- b) the SAP number provided by SE in the Acceptance Certificate or Milestone Certificate or, as applicable, the measurement report, or stated in the Contract;
- c) the Combined Nomenclature code, if this is a supply of goods or if a supply of goods forms part of the delivered Performance;
- d) the six-digit service code under the Statistical Classification of Products by Activity (CPA), Section F Constructions and construction works, where the Performance carried out between domestic VAT payers with the place of supply in the

territory of the Slovak Republic (supply of construction works, supply of a construction or part thereof, supply of goods with installation or assembly if the installation/assembly falls within Section F) falls within Section F; this information need not be stated on the invoice if it is included in the supporting documentation accompanying the invoice, (e.g. Acceptance Certificate), which is an integral part of the invoice;

- e) invoice issue date,
- f) the invoice due date in accordance with the Contract;
- g) the designation of the bank and the Supplier's account number;
- h) the signature of the representative authorised to act on the Supplier's behalf.

- 4.2.5. **Performance for an organisational unit.** For Performance provided to an organisational unit of SE, the Supplier shall be obliged to issue a separate invoice, which shall also include the relevant VAT ID assigned to the organisational unit of SE.

- 4.2.6. **Special invoicing conditions for VAT purposes.**

a) If the Performance is provided in parts or repeatedly over a period longer than 12 calendar months and payment is agreed for a period longer than 12 calendar months, where the place of supply is SE's premises and SE are at the same time obliged to pay VAT (Section 15(1) of the VAT Act), such Performance shall be deemed supplied on the last day of each calendar year until the supply of such Performance is completed, i.e. the Supplier shall be obliged to issue an invoice within 15 days after each such day of supply.

b) If the Performance is provided in parts or repeatedly over a period longer than 12 calendar months and payment is agreed for a period longer than 12 calendar months, where the place of supply is SE's premises, such Performance shall be deemed supplied on the last day of each 12th calendar month until the supply of such Performance is completed, i.e. the Supplier shall be obliged to issue an invoice within 15 days after each such day of supply.

The conditions set out in these two cases apply solely for the purposes of VAT application and shall not affect the arising of the right to remuneration or the due date of SE's obligations.

- 4.2.7. **Delivery of invoice.** The Supplier shall be obliged to deliver the invoice to SE within 5 days of its issuance. If the Parties have entered into an agreement on electronic delivery of invoices, delivery shall be governed by that agreement.



Otherwise, the Supplier shall send the invoice to the following address:

Slovenské elektrárne, a.s.
odbor fakturácie
závod Atómové elektrárne Mochovce
P.O.BOX 11
935 39 Mochovce

or to another address designated by SE. The date of delivery shall be deemed to be the date marked by SE's receipt stamp at the address stated above. If the Supplier sends the invoice to a different address, the effects of delivery shall not occur.

- 4.2.8. **Change of bank account.** The Supplier shall be obliged to notify SE of any change of the bank account stated on the invoice no later than 14 days before its due date, if it concerns: (i) a change of bank, (ii) creation of a pledge over receivables, (iii) formal deficiencies (e.g. incorrect or incomplete account). The signature of the representative on the notice must be officially certified. If the Supplier fails to comply with the notification obligation, the date of performance of SE's obligation shall be deemed to be the date the amount is debited from SE's account regardless of whether it is credited to the Supplier's account.

4.3. Payment

- 4.3.1. **Invoice due date.** The invoice shall be due within 60 days of its delivery to SE. The period shall start to run on the day following delivery of the invoice. If the last day of the period falls on a Saturday or a non-working day, the due date shall be postponed to the next working day. Payment shall be made to the account stated on the invoice or in the notice under sub-article 4.2.8 above, no later than on the due date. The date of performance of SE's monetary obligation shall be deemed to be the date the amount due is debited from SE's account.
- 4.3.2. **Return of invoice.** If the invoice does not contain the data or particulars required under the Contract, SE may return it to the Supplier for correction without making payment and shall state the reason for its return. In such case, the due date period shall not run. SE shall not include the returned invoice in their accounting and tax records. The due date period shall start to run on the date of delivery of the corrected invoice that meets the requirements of the Contract.
- 4.3.3. **Bank charges.** All bank expenses and fees of correspondent banks and of the Supplier's bank shall be borne by the Supplier.
- 4.3.4. **Default interest.** If SE are in default with payment of an invoice, the Supplier may claim

default interest at the rate of 0.02% of the amount due for each day of default, but not exceeding a total of 10% of the invoiced amount.

- 4.3.5. **Set-off of receivables.** SE shall be entitled to set off their receivables against the Supplier's receivables, including setting off unmatured receivables against matured receivables.

- 4.3.6. **Restriction on dealing with receivables.** The Supplier undertakes that, without SE's prior written consent, it shall not assign, transfer, or otherwise dispose of receivables arising from the Contract, nor create a pledge over such receivables.

4.4. Taxes

- 4.4.1. **VAT information obligation.** During the term of the Contract, the Supplier shall be obliged to notify SE in writing without undue delay of the date of VAT registration or any change in its registration after it occurs.
- 4.4.2. **Proper performance of tax obligations.** The Supplier undertakes to be fully responsible for the calculation, reporting, filing of tax returns and payment of all its current and future monetary and non-monetary tax obligations, including income tax, VAT and other taxes, fees and levies, as well as any related fines, penalties or interest, which arise in connection with the Contract under any legal jurisdiction, whether within or outside the territory of the Slovak Republic. The Supplier shall not assert any claims against SE in connection with the above obligations.

5. Liability

5.1. Liability for damage

- 5.1.1. **Principle of liability.** The Supplier shall be liable for damage caused to SE by breach of its obligations arising from the Contract or legal regulations, except for the exclusions set out in sub-article 5.1.2 and Article 5.2 below. The provisions of sub-article 5.4.2 below shall apply mutatis mutandis to the procedure for compensation of damage.
- 5.1.2. **Limitation of liability for damage.** Neither Party shall be liable to the other Party, and neither shall be obliged to compensate it for loss of production (production outage) or loss of profit. The Parties expressly confirm that, at the time of conclusion of this Contract, they do not consider the occurrence of the above types of damage to be a foreseeable consequence of a breach of obligations within the meaning of Section 379 of the



Commercial Code. The limitations of liability under this Article shall not apply to: (i) damage caused by the Supplier intentionally or through gross negligence; (ii) personal injury or death; (iii) infringement of intellectual property rights.

- 5.1.3. **Contractual penalties and liability for damage.** Assertion of SE's claim for payment of a contractual penalty shall not affect SE's right to claim damages in an amount exceeding the contractual penalty.

5.2. Liability for nuclear damage

- 5.2.1. **Exclusive liability of the operator.** The Parties confirm that, in accordance with Act No. 54/2015 Coll. on civil liability for nuclear damage and its financial cover and on amendments to certain acts (for the purposes of this Article 5.2 hereinafter the "**Act**") and the relevant international conventions, SE, as the operator of a nuclear installation, bears exclusive liability for any nuclear damage arising as a result of a nuclear incident in their nuclear installation (hereinafter "nuclear damage").
- 5.2.2. **Exclusion of the Supplier's liability.** In accordance with the Act and the relevant international conventions, the Supplier shall not be liable to SE or any third party for any nuclear damage. SE undertakes that it will not assert any claims for compensation for nuclear damage against the Supplier.
- 5.2.3. **Exclusion of the right of recourse.** The Parties confirm that this Contract does not give rise to SE's right of recourse against the Supplier in connection with nuclear damage. The exclusion of the right of recourse shall not apply towards a natural person who caused a nuclear incident with the intent to cause damage.

5.3. Circumstances excluding liability

- 5.3.1. **Definition.** "**Force Majeure**" means the occurrence of an event or circumstance that prevents a Party from performing one or more of its contractual obligations under the Contract, if and to the extent that the Party affected by such impediment (the "**Affected Party**") proves: (a) that such impediment is beyond its reasonable control; and (b) that it could not reasonably have been foreseen at the time of conclusion of the Contract; and (c) that the effects of the impediment could not reasonably have been avoided or overcome by the Affected Party.
- 5.3.2. **Non-performance by a Subcontractor.** If a Party fails to perform one or more of its

contractual obligations due to a Subcontractor's failure, that Party may invoke Force Majeure only to the extent that the requirements under sub-article 5.3.1 above are met both for it and for the Subcontractor.

- 5.3.3. **Presumed Force Majeure events.** Unless the contrary is proven, the following events affecting the Affected Party in performing the Contract shall be presumed to satisfy conditions (a) and (b) under sub-article 5.3.1 above, and the Affected Party shall only be required to prove that condition (c) is satisfied: (i) war (declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilisation; (ii) civil war, riots, rebellion and revolution, military or usurped power, insurrection, terrorist act, sabotage or piracy; (iii) currency and trade restrictions, embargo, sanctions; (iv) act of authority, whether lawful or unlawful, compliance with any law or governmental order, expropriation, confiscation of property, requisition, nationalisation; (v) plague, epidemic, natural disaster or extreme natural event; (vi) explosion, fire, destruction of equipment, prolonged failure of transport, telecommunications, information systems or energy; (vii) general labour unrest, such as boycott, strike and lockout, work slowdown (go-slow), occupation of factories and premises.
- 5.3.4. **Excluded Force Majeure events.** The following events shall not qualify as Force Majeure: failure to obtain official permits, licences, or similar authorisations for the purposes of the Performance.
- 5.3.5. **Notice.** The Affected Party must notify the other Party of the occurrence of Force Majeure without undue delay.
- 5.3.6. **Consequences of Force Majeure.** An Affected Party that validly invokes Force Majeure shall, from the moment the impediment arises, be released from the obligation to perform its obligation under the Contract and from any liability for damage or any other contractual remedy for breach of the Contract, provided that it delivers notice to the other Party without undue delay. If the notice is not delivered without undue delay, the release shall take effect only from the date of delivery of the notice. The other Party shall be entitled, where appropriate, to suspend performance of its obligations from the date of delivery of the notice. The time limit for performance of obligations under the Contract shall be extended by the duration of the impediment.
- 5.3.7. **Temporary impediment.** If the effect of Force Majeure is temporary, the consequences of Force Majeure shall apply only for as long as the invoked impediment prevents the Affected Party from performing. The Affected Party must inform the other Party as soon as the impediment



ceases to prevent performance of its contractual obligations.

- 5.3.8. **Duty to mitigate.** The Affected Party shall be obliged to take all reasonable measures to limit the effect of Force Majeure.
- 5.3.9. **Termination of the Contract.** If the duration of the impediment exceeds 120 days, either Party may withdraw from the Contract.
- 5.3.10. **Unjust enrichment.** If termination of the Contract under sub-article 5.3.9 above applies, and if either Party has, as a result of anything done by the other Party in performing the Contract, obtained a benefit before termination of the Contract, the Party that obtained such benefit shall pay the other Party a sum of money equal to the value of such benefit.

5.4. Contractual penalties

- 5.4.1. **Accrual of the claim for payment of a contractual penalty.** If the Supplier breaches an obligation secured by a contractual penalty, SE shall be entitled, but not obliged, to claim from the Supplier a contractual penalty up to the amount determined by the relevant rate for each individual instance of breach. Failure to claim the contractual penalty, whether in full or in part, shall not constitute a waiver of SE's right to claim it subsequently within the limitation period.
- 5.4.2. **Payment of the contractual penalty.** SE shall assert the claim for a contractual penalty by issuing an invoice or a request for payment. The contractual penalty shall be due within 14 days of delivery of such document to the Supplier.
- 5.4.3. **Calculation of the penalty.** Unless otherwise provided by the provision governing the contractual penalty, the basis for calculating the amount of the penalty under a percentage rate shall be the total Price of the Performance under the Contract. In the case of individual agreements concluded on the basis of a framework agreement, the basis shall be the Price of the Performance under the individual agreement.
- 5.4.4. **Removal of delay.** If, under the Contract, the Supplier performs several milestones and is in delay with the performance of any of them, but remedies such delay by completing the next following milestone within the time limit as if the preceding milestone had not been delayed, and no loss is incurred by SE in connection with the delay, SE's entitlement to a contractual penalty for delay shall lapse. The Parties have agreed, pursuant to Section 401 of the Commercial Code, that the limitation period in respect of the claim for the contractual penalty shall be extended by the period during which the Supplier performed the next following milestone. This

provision shall not apply to a milestone designated in the Contract as critical.

- 5.4.5. **Delay in delivery of the Performance.** If the Supplier is in delay with delivery of the Performance or any part thereof, including milestones, compared to the deadlines agreed under the Contract, SE shall be entitled to claim a contractual penalty from the Supplier in accordance with Rate A.
- 5.4.6. **Delay in remedying defects.** If the Supplier fails to remedy a defect of the Performance within the time limit specified under the Contract, SE shall be entitled to claim a contractual penalty from the Supplier in accordance with Rate B.
- 5.4.7. **Subcontractors.** If the Supplier breaches the obligations relating to Subcontractors set out in Article 2.3 above (in particular, uses an unapproved Subcontractor), SE shall be entitled to claim a contractual penalty from the Supplier in accordance with Rate C. Failure to pay a Subcontractor.
- 5.4.8. **Failure to Pay a Subcontractor.** If the Supplier breaches its obligation to pay Subcontractors in full for all subcontracted performance, SE shall be entitled to claim from the Supplier a contractual penalty in the amount of 100% of that part of the Price that was performed by way of subcontracting and that was not paid by the Supplier to the Subcontractor in full.
- 5.4.9. **Breach of information obligations.** If the Supplier breaches an information or notification obligation under the Contract and does not remedy such breach even within 3 working days of delivery of SE's request, SE shall be entitled to claim from the Supplier a contractual penalty in accordance with Rate D.
- 5.4.10. **Breach of confidentiality and data protection obligations.** If the Supplier breaches the confidentiality obligation under Article 6.2 below or the personal data protection obligations under Article 6.5 below, SE shall be entitled to claim from the Supplier a contractual penalty in accordance with Rate F for each individual breach. However, if the breach consists of a leak of information classified as SE's trade secret or a leak of information on the physical protection of SE's facilities, SE shall be entitled to claim a contractual penalty in accordance with Rate G for each individual breach.
- 5.4.11. **Unauthorised assignment of receivables.** If the Supplier, contrary to sub-article 4.3.6 above, assigns, pledges or otherwise encumbers a receivable, SE shall be entitled to claim from the Supplier a contractual penalty in accordance with Rate H.
- 5.4.12. **Breaches of the prohibition on bringing in and taking out items and objects.** If the



Supplier breaches the prohibitions or obligations under sub-articles 7.2.2, 7.2.3, and 7.2.4 below, SE shall be entitled to claim from the Supplier a contractual penalty in accordance with Rate I.

5.4.13. Breach of the prohibition on alcohol, narcotic and psychotropic substances, and smoking. If the Supplier breaches the prohibitions or obligations under sub-article 7.2.5 (*Alcohol, narcotic and psychotropic substances*), SE shall be entitled to claim from the Supplier a contractual penalty in accordance with Rate J. If the Supplier breaches the obligations under sub-article 7.2.1 below (*Smoking ban*), SE shall be entitled to claim a contractual penalty in accordance with Rate K.

5.4.14. Rates of contractual penalties. For determining contractual penalties, the rates set out in the table below shall be used. Primarily, a percentage rate shall apply. However, if the contractual penalty amount calculated according to the Percentage rate does not reach the amount of the Base rate, or the Percentage rate is not specified, the Base rate shall be used.

	Percentage rate	Base rate
Rate A	0.10 % of the Price	100 €
Rate B	0.50 % of the Price	100 €
Rate C	1.00 % of the Price	500 €
Rate D	-	100 €
Rate E	-	100 €
Rate F	-	€5 000
Rate G	-	20 000 €
Rate H	Rate H 100% of the nominal value of the receivable	

5.4.15. Graduated rates of contractual penalties. For each breach of an obligation, the rate shall be applied according to the number of breaches that occurred during the 12 months preceding the relevant breach.

Number of breaches	1x	2x	3x and more
Rate I	500 €	1 000 €	1 500 €
Rate J	1 500 €	2 500 €	5 000 €
K rate	500 €	1 500 €	2 500 €

6. Termination of the Contract and final provisions

6.1. Termination of the Contract

6.1.1. Notice of termination. SE shall have the right to terminate the Contract or any part thereof by notice without stating a reason. The notice period is one month and shall commence on the first day of the month following delivery of the

notice to the Supplier. In the case of Performance in the nature of a work, the Supplier shall hand over to SE the work in the condition in which it exists as at the date of expiry of the notice period. SE shall pay the Supplier only the amount by which SE has been enriched, taking into account the degree of completion of the work. This amount shall be determined on the basis of the Parties' agreement. If the Parties fail to agree within 15 days of termination of the Contract or within another agreed period, the amount shall be determined by SE.

6.1.2. Withdrawal from the Contract. By way of deviation from Section 345(1) of the Commercial Code, the Parties have agreed that SE shall be entitled to withdraw from the Contract or any part thereof for a material breach of the Supplier's contractual obligations even if they do not do so without undue delay after they become aware of the breach.

6.1.3. Material breach of the Contract by the Supplier. A material breach of the Contract by the Supplier shall include in particular:

a) delay in the due completion of the Performance by more than 30 days;

b) interruption or suspension of performance of the Performance without SE's instruction or consent for a period exceeding 5 days;

c) failure to meet the deadline for remedy of a defect of the Performance;

d) conduct contrary to the principles of fair commercial dealing, unfair competition, breach of legal regulations on the protection of economic competition, or damage to SE's good name and legitimate interests;

e) breach of the provisions of the Contract, legal regulations or applicable internal rules of SE relating to occupational health and safety, fire protection, environmental protection, access to SE's premises, the prohibition of illegal employment, or the conditions set out in the Contract;

f) declaration of bankruptcy in respect of the Supplier, entry into liquidation, or termination of bankruptcy proceedings due to lack of assets;

g) a final conviction of the Supplier, its statutory body or a member of its statutory body for the criminal offence of corruption, the criminal offence of damaging the financial interests of the European Union, the criminal offence of legalisation of proceeds of crime, the criminal offence of establishing, forming and supporting a criminal group, the criminal offence of establishing, forming and supporting a terrorist group, the criminal offence of terrorism and certain forms of participation in terrorism, or a criminal offence the elements of which relate to business activities.



h) loss of authorisation to perform the subject matter of the Performance;

i) breach of trade secret or confidentiality obligation;

j) breach of obligations relating to Subcontractors or the subcontract;

k) other breach of obligations that may materially affect the proper completion of the Performance;

l) refusal to commence or continue performance of the Performance in accordance with SE's instruction;

m) assignment of, or creation of a pledge over, receivables under the Contract without SE's written consent;

n) unauthorised use of items, documents or materials received from SE;

o) failure to submit a declaration under the tender conditions, submission of a false, incomplete, or misleading declaration, or where a fact comes to light on the basis of which the Supplier would have been excluded from the tender as a tenderer;

p) breach of the obligation for the Supplier or Subcontractor to be registered in the Register of Public Sector Partners (RPSP) under the PPA, or its deletion during the term of the Contract;

q) if the amount of contractual penalties that SE may claim under the Contract exceeds 50% of the Price.

6.1.4. Information obligation. The Supplier shall be obliged to inform SE without undue delay of the occurrence of a situation that may constitute grounds for SE to withdraw from the Contract.

6.1.5. Scope of the right to withdraw. SE may withdraw from the entire Contract even if the subject matter of the Contract consists of several separate Performances and the breach of the Contract relates only to one of them. If SE withdraws from a Contract concluded on the basis of a framework agreement, it may also withdraw from the relevant framework agreement. Likewise, upon withdrawal from a framework agreement, SE may also withdraw from individual Contracts concluded under it, specifying to which Contracts the withdrawal relates.

6.1.6. Partially performed performance. If a Party withdraws from the Contract, SE may require the handover of the part of the Performance already carried out by the Supplier, whereby SE shall acquire title to that part of the Performance. SE shall pay a proportionate part of the Price corresponding to the degree of performance carried out.

6.1.7. Surviving provisions. Termination of the Contract by withdrawal shall not affect the validity and effectiveness of provisions which, through their nature, are intended to remain in effect after termination of the contractual relationship. Such surviving provisions shall include in particular, but not exclusively: (i) this provision, (ii) provisions on damages and contractual penalties in respect of which an entitlement arose prior to termination of the Contract or as a consequence of its termination, (iii) provisions on the choice of governing law and dispute resolution, (iv) obligations relating to the protection of Information of a confidential nature and intellectual property rights.

6.1.8. Effectiveness of withdrawal. Unless stated otherwise, withdrawal from the Contract shall take effect on the date of delivery of the notice to the other Party.

6.1.9. Settlement of performances. Within 30 days of delivery of the notice of withdrawal, the Parties shall agree on the method of settling obligations. If the Parties do not agree otherwise within this period, the Contract shall be cancelled from the beginning and the Parties shall return all performances provided, payments and advances. The costs of removing the Performance from SE's premises shall be borne by the Supplier. If, in SE's assessment, return of a part of the Performance is not possible or expedient, SE shall not return that part and shall pay for the accepted and invoiced part of the Performance the amount by which they have been enriched, according to the degree of completion of the Performance. If the Parties do not agree within 90 days of delivery of the withdrawal, the amount shall be determined by SE. SE shall pay only for works, services or outputs performed and accepted prior to delivery of the withdrawal. Achievement of a Payment milestone shall be deemed achievement of a part of the Performance only if the part has been handed over by which SE would have been enriched.

6.1.10. Return of documents and materials. The Supplier shall be obliged to return to SE all documents or materials provided in connection with the Contract immediately (i) after delivery of the Performance, (ii) upon early termination of the Contract, or (iii) after SE request it. In the event of early termination of the Contract, the Supplier shall also be obliged to hand over to SE without undue delay all documents and materials it created for SE, in the condition in which they are.

6.2. Confidentiality

6.2.1. Confidential Information. Means any information obtained by the Supplier in connection with the tender procedure, preparation, or



performance of the Contract which is not publicly known or publicly accessible, until such time as it becomes publicly known and accessible other than as a result of a breach of the confidentiality obligation under the Contract.

- 6.2.2. **Confidentiality obligation.** The Supplier undertakes to protect Confidential Information against any unauthorised disclosure, misuse, damage, unauthorised reproduction, destruction, loss, theft, dissemination, or other unlawful use. The Supplier may use Confidential Information exclusively for the purposes of performing the Contract and must not provide it to third parties. The Supplier shall be entitled to make Confidential Information available only to its employees and statutory bodies to the extent necessary for performance of the Contract (on a need-to-know basis). The confidentiality obligation shall survive termination of the Contract.
- 6.2.3. **Exceptions to the confidentiality obligation.** The confidentiality obligation shall not apply to the disclosure of Confidential Information: (a) to the Supplier's adviser who is bound by professional secrecy, such as a solicitor, auditor, etc.; (b) upon a justified request of a public authority; (c) where required by generally binding legal regulation. For disclosure under points (b) and (c), the exception shall apply provided that, to the extent permitted by law, the Supplier has informed SE in writing in advance of such disclosure.
- 6.2.4. **Ensuring confidentiality.** The Supplier shall be obliged to ensure that all persons to whom it makes Confidential Information available in connection with performance of the Contract are bound by confidentiality in a demonstrable manner and at least to the same extent as the Supplier. The confidentiality obligation must survive termination of the contractual relationship, employment relationship, or a similar relationship. At SE's request, the Supplier shall be obliged to demonstrate fulfilment of this obligation.
- 6.2.5. **Provision of information about the Supplier.** SE shall be entitled to make available contractual documents, information related to the Contract or its performance, as well as information about the Supplier: (i) upon request of a bank or financial institution that provides SE with a loan, participates in financing SE, or provides risk insurance; (ii) to SE's related parties under the Income Tax Act, i.e. persons economically, personally or otherwise connected with SE; (iii) to SE's advisers (e.g. auditors, lawyers). SE shall ensure the recipient's confidentiality obligation; (iv) where they are obliged to do so under law or upon request of a public authority.

6.3. Cybersecurity

- 6.3.1. **Critical essential service.** The Supplier acknowledges that SE is, under Act No. 69/2018 Coll. on cybersecurity, an operator of a critical essential service.
- 6.3.2. **Security standards.** The Supplier shall be obliged to comply with all security standards and policies in the field of cybersecurity notified to it by SE and to ensure that the Supplier's workers comply with them.
- 6.3.3. **Separate agreement.** If the Performance includes activities that directly relate to the availability, confidentiality, or integrity of operation of SE's networks and information systems, the Parties' rights, and obligations in the area of cybersecurity shall be set out in a separate agreement on ensuring performance of security measures and notification obligations under Act No. 69/2018 Coll. on cybersecurity and related legal regulations. The Supplier shall be obliged, at SE's request, to enter into such agreement with SE without undue delay.
- 6.3.4. **Integrity of persons with remote access.** The Supplier shall be obliged to ensure that each person who will have remote access to SE's systems meets the integrity requirement under the relevant legal regulations. At SE's request, the Supplier shall be obliged to submit documents evidencing the integrity of such persons and to inform SE without undue delay of any change. SE shall be entitled to carry out its own verification of the integrity of such persons. If the integrity requirement is not met, the Supplier shall be obliged to ensure immediate withdrawal of access for the person concerned.

6.4. Publicity

- 6.4.1. **Required consent.** Without SE's prior written consent, the Supplier must not: (1) present SE as its business partner, (2) use SE's business name or logo for promotion, (3) mention SE in any form of media statements.

6.5. Personal data

- 6.5.1. **Personal data.** SE process the personal data of the Supplier's Workers, persons authorised to act on behalf of the Supplier and persons cooperating with the Supplier for the purposes of preparation and implementation of contractual relationships, including the designation of authorised and contact persons. SE also process the personal data of the said persons for other purposes if necessary to ensure the Performance. Detailed information on the processing of personal data and on the rights of data subjects is available on SE's website



<https://www.seas.sk/en/about-us/personal-data-protection/complete-scope-of-the-personal-data-processed/>, under the tab "Supplier and subcontractor of Slovenské elektrárne". The Supplier undertakes to inform the data subjects about SE's processing of their personal data and about their rights by referring them to the personal data processing conditions published at the above address.

- 6.5.2. **Personal data processing agreement.** If the Supplier is to process personal data on behalf of SE as a processor, it shall be obliged, before commencing the processing of personal data on behalf of SE, or at the latest without undue delay following SE's request, to enter into a separate personal data processing agreement with SE.
- 6.5.3. **Transfer of personal data.** The Supplier, acting as a processor, shall not be entitled to transfer personal data provided by SE outside the EU, except where permitted by the personal data processing agreement.

6.6. Governing law and disputes

- 6.6.1. **Governing law.** The Contract shall be governed by the law of the Slovak Republic. The application of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention) is excluded.
- 6.6.2. **Disputes.** Any disputes arising out of or in connection with the Contract, including disputes regarding its validity, interpretation, termination or disputes relating to non-contractual claims, shall be decided by the competent courts of the Slovak Republic.



7. Special conditions

7.1. Special provision on delivery of goods

The following provisions of this Article 7.1 shall apply only if the subject matter of the Contract is the delivery of goods.

- 7.1.1. **Delivery terms.** The terms of delivery of goods from abroad shall be governed by the international rules INCOTERMS 2020. The delivery term "DDP" shall be used, with the place of delivery specified in the Contract.
- 7.1.2. **Removal of packaging.** If requested by SE, the Supplier shall be obliged to remove and take away packaging from the delivered Performance.
- 7.1.3. **Delivery note.** In the case of deliveries of goods, a Delivery Note shall also be deemed an Acceptance Certificate, containing (i) a list of the individual items delivered under the Contract, stating the production/serial number of the goods and the relevant quantities, by which acceptance of the delivery by SE is confirmed, (ii) including the date and place of acceptance of the goods by SE and the date of handover of the goods by the Supplier. In the case of goods originating from, or imported from, territory outside the European Union, the Delivery Note must additionally contain (iii) the Combined Nomenclature code, (iv) the country of origin of the goods, (v) the country of import, (vi) the net weight of the goods, (vii) the date and place of loading of the goods by the Supplier.
- 7.1.4. **Delivery from abroad.** If the goods are delivered from abroad, copies of the transport documents must also be attached to the invoice.
- 7.1.5. **FME.** For deliveries of spare parts, equipment and goods (hereinafter "material") intended for technological equipment, the Supplier shall be obliged to ensure application of rules to prevent the ingress of foreign objects (Foreign Material Exclusion). The delivered material must not contain any foreign object and must be protected against their ingress during transport and storage. The Supplier shall be responsible for ensuring that (i) the delivered material contains no foreign objects or contaminants, including internal surfaces and cavities, and (ii) all external openings are secured with an appropriate barrier. The barriers used (plugs, blanking caps, covers) must (i) be made of material compatible with the delivered material (e.g. barriers containing halogens or heavy metals must not be used for stainless-steel goods), (ii) be solid, non-flaking, non-rusting and chemically stable, (iii) be

clearly visible; if placed inside the goods, they must be supplemented with elements drawing attention to their presence. Barriers covered by coating during production must be replaced or made visible. Paper, thin plastic film, foam, and polystyrene must not be used as barriers. If desiccants or other preservatives are used, they must be clearly labelled with information on the type of preservative, its location, instructions for removal before installation and other relevant data (e.g. the number of desiccant packages). The cover must not allow accidental removal.

- 7.1.6. **Chemical substances and chemical mixtures.** The Supplier shall be obliged, together with the delivery of a chemical substance or chemical mixture, to deliver a safety data sheet prepared in the Slovak language. If the delivered chemical substance or chemical mixture is not classified as hazardous, a declaration by the Supplier to that effect shall suffice. The expiry date must be stated by the manufacturer or supplier directly on the packaging of the chemical substance or chemical mixture. In justified cases, for example for liquids or mixtures delivered in bulk tankers or stored loose, the expiry date may be stated on the attestation, certificate or on the safety data sheet. Upon SE's written request, the Supplier shall be obliged, within ten days of its delivery, to submit further documents specified in the request, for example an attestation, technical specification, technical data sheet, certificate, intended use, authorisation, specific requirements for quality and purity, or product type. The Supplier shall be obliged to ensure that the labelling of packaging of chemical substances or chemical mixtures complies with applicable legislation. The labelling and documentation must be prepared in the Slovak language.

7.2. Special provisions on performance in SE's premises

The provisions of this Article 7.2 shall apply only if the Supplier performs the Performance or related activities under the Contract in SE's premises.

- 7.2.1. **Smoking ban.** All SE premises are non-smoking. Smoking is permitted exclusively in designated areas intended for this purpose. The Supplier shall be obliged to comply with this ban and to ensure that all of the Supplier's workers involved in implementation of the Contract in SE's premises are informed of it and comply with it.
- 7.2.2. **Entry checks.** The Supplier undertakes to ensure that each of the Supplier's workers who has been granted access to SE's premises undergoes security checks and inspections upon entry



to and exit from such premises, including inspection of items and materials brought in and taken out.

7.2.3. **Prohibited items.** The Supplier undertakes to ensure, and shall be responsible for ensuring, that the Supplier's workers must not bring onto SE's premises:

- a) any types of firearms, ammunition, explosives, improvised explosive devices and their imitations;
- b) alcohol, narcotic and psychotropic substances;
- c) unlabelled biological and chemical substances;
- d) photographic equipment and cameras without a permit;
- e) items manifestly unrelated to work activities that could endanger the health or safety of persons, or other SE assets.

7.2.4. **Prohibition on taking items out.** The Supplier undertakes to ensure, and shall be responsible for ensuring, that the Supplier's workers must not, without a permit, take out:

- a) any items and material that are not owned by the Supplier or in respect of which the Supplier has no other right;
- b) waste which the Supplier is not authorised and obliged under the Contract to dispose of or recover.

7.2.5. **Alcohol, narcotic and psychotropic substances.** The Supplier shall be obliged to ensure that the Supplier's workers comply with the prohibition on consumption of alcohol, narcotic and psychotropic substances. Upon entry and during their stay in SE's premises, SE shall have the right to carry out an alcohol test and/or an examination for consumption of narcotic and/or psychotropic substances of the Supplier's worker. Refusal of an alcohol test or an examination for consumption of narcotic and/or psychotropic substances shall be deemed a breach of the contractual terms. The Supplier undertakes to ensure that the Supplier's workers do not perform the Performance under the influence of alcohol and/or narcotic and/or psychotropic substances and do not remain in SE's premises under the influence of alcohol and/or narcotic and/or psychotropic substances.

7.2.6. **Positive alcohol test.** If the result of a repeated breath alcohol test is in the range of 0.01–0.14 mg/l inclusive, the Supplier's worker shall not be allowed to enter SE's premises, shall be removed therefrom under escort of the security service or an authorised SE employee, and their

identification card (Access ID Card) shall be retained until the following day.

7.2.7. **Higher level of alcohol or intoxicant.** If the result of a repeated alcohol test is more than 0.14 mg/l, or if there is reasonable suspicion that the Supplier's worker is under the influence of narcotic or psychotropic substances, or if a positive result is confirmed by SE's examination or at a healthcare facility, the procedure under sub-article 7.2.9 below shall apply.

7.2.8. **Refusal of testing.** If a Supplier's worker refuses an alcohol test or an examination for narcotic or psychotropic substances, the procedure under sub-article 7.2.9 below shall apply.

7.2.9. **Consequences.** A Supplier's worker who breaches the prohibitions under this Article 7.2 shall be removed from SE's premises under escort of the security service or an authorised SE employee. Except for the case under sub-article 7.2.6, the Supplier's worker's Access ID Card shall be confiscated, and the worker shall subsequently be included in the database of undesirable persons with a ban on entry to SE's premises; the duration of the entry ban shall be determined by SE according to the seriousness of the breach, for at least 12 months.

7.3. Special provisions on suspension of works in SE's premises

The provisions of this Article 7.3 shall apply only if the Supplier performs the Performance or related activities under the Contract in SE's premises.

7.3.1. **Reasons for suspension of works.** SE shall be entitled to instruct the Supplier to suspend (including repeatedly) all or some works related to the Performance if any of the following reasons occurs:

- a) during performance of the Performance in SE's premises, the Supplier breached its obligations relating to occupational health and safety, fire protection, or environmental protection;
- b) a shutdown of SE's equipment by SE occurred which affects performance of the Performance;
- c) a decision of a state authority which SE is to procure in connection with performance of the Performance has not been issued.

SE shall be obliged to specify the reason for suspension of works and make an entry in the Log. The Supplier shall be obliged to (i) ensure proper storage, protection, and preservation of the subject matter of the work, and (ii) during the



suspension, protect the work against deterioration, spoilage, or damage. SE shall inform the Supplier of the expected duration of the suspension and of any changes thereto without undue delay. The Parties shall always meet to discuss the scope of the suspension, demobilisation, preservation works, costs and other consequences.

7.3.2. **Costs.** The Supplier shall bear all costs associated with the suspension of works if the cause of the suspension is a breach of the Contract or fault on the part of the Supplier.

7.3.3. **Delay of the Supplier.** If the Supplier becomes delayed as a result of suspension of works, it shall be obliged to inform SE. If the delay arose for reasons on SE's part, the Supplier shall be entitled to an extension of the deadline for performance of the Performance, including the relevant milestones and time limits under the Contract. The Supplier shall not be entitled to an extension of the deadline if the cause of the suspension is its fault, and in such case the Supplier shall bear the costs associated with the suspension of works.

7.3.4. **Inspection after resumption of works.** After SE authorises continuation of the works, SE and the Supplier shall jointly inspect the subject matter of the Performance. The Supplier shall repair or replace any defects, damage or deterioration that arose during the suspension. If it is necessary to take measures to mitigate damage due to the Supplier's default, the Supplier shall take such measures.

7.4. Special provisions for a Supplier with tax residence outside the Slovak Republic

The following provisions shall apply only to a Supplier that has tax residence outside the Slovak Republic.

7.4.1. **Remuneration for granting intellectual property rights.** If the Price of the Performance includes remuneration for the right to use a work protected by copyright or any intellectual property rights, the Supplier shall be obliged to state the amount of such remuneration on the invoice.

7.4.2. **Change of tax status.** If, during the validity of the Contract, the correctness, completeness or truthfulness of the facts stated in the "Declaration of tax position and affiliation" form provided upon signature of the Contract changes due to any circumstances within or beyond control (in particular the establishment/cessation of a VAT permanent establishment; the establishment/cessation of a permanent establishment

for income tax purposes; payment of income tax advances), the Supplier undertakes to inform SE thereof in writing without undue delay and no later than within 5 working days of the change; otherwise SE shall consider them valid, true and complete also as at the date the Supplier's tax liability arises.

7.4.3. **Withholding tax.** No withholdings are included in the price and payment terms set out in the Contract. If payments to the Supplier are or will be subject to withholding tax under the Income Tax Act and the relevant double taxation treaties, SE shall reduce the payments by the relevant amounts under those regulations. SE shall request from the Financial Administration of the Slovak Republic a certificate of the tax withheld and submit it to the Supplier. The Supplier shall be obliged to provide SE with cooperation in asserting rights and claims under this provision. The Supplier shall not be entitled to compensation from SE in connection with remittance of withholding tax, but may request reimbursement from the relevant tax administrator. The Supplier shall be obliged to identify payments included in the Price that may be subject to withholding tax and specify their unit price. If the Supplier fails to provide cooperation or doubts arise, SE shall be entitled to withhold withholding tax from the entire Price unless the Supplier proves that the tax should not be applied, or determines the part of the Price that is subject to withholding tax.

7.5. Special provisions for a Supplier tax resident outside the European Union

The following provisions shall apply only to a Supplier that is tax resident outside the European Union.

7.5.1. **Income tax advances.** If the Supplier is a resident of a country outside the EU and has established a permanent establishment in the Slovak Republic and pays income tax advances in the Slovak Republic, it shall be obliged, without undue delay after signature of the Contract or after the occurrence of the said fact, to submit a certificate of payment of advances issued by the competent tax office of the Slovak Republic. The Supplier shall be obliged to submit the certificate in each subsequent calendar year during which it provides performance to SE. If the Supplier fails to submit the certificate, SE shall apply tax security in accordance with the Income Tax Act.

7.5.2. **Tax security.** If SE becomes obliged to withhold tax security from the Price, SE shall withhold from the invoiced Price the amount of the tax security pursuant to the Income Tax Act and shall pay the Supplier the invoiced Price reduced by



such security. SE shall not withhold tax security from the Price if the Supplier delivers to SE the original certificate of payment of income tax advances under Section 34 or Section 42 of the Income Tax Act, issued by the competent tax office of the Slovak Republic (the certificate under sub-article 7.5.1). If the Supplier fails to submit the written certificate as set out above and SE becomes obliged to withhold tax security from the Price, SE:

- a) shall be entitled to withhold tax security from the invoiced Price pursuant to Section 44(2) of the Income Tax Act and pay the Supplier the Price or part of the Price reduced by the amount of such tax security; and
- b) shall provide the Supplier with documentation (confirmation of withheld tax security submitted to the Financial Administration of the Slovak Republic) which the Supplier may use to credit such payment against its tax liability in the Slovak Republic.
- c) In other cases where the Supplier's activities do not give rise to a permanent establishment in the Slovak Republic, the application of tax security shall be assessed individually according to the nature of the Performance, in accordance with the Income Tax Act and the relevant double taxation treaty. The Supplier shall not be entitled to request compensation from SE in connection with SE's remittance of tax security, but may itself request reimbursement from the relevant tax administrator.

7.6. Special provisions for a Supplier that is a related party of SE (transfer pricing)

This Article shall apply if the Supplier is, at any time from conclusion of the Contract until its termination, a related party of SE within the meaning of the Income Tax Act.

- 7.6.1. **Controlled transaction.** For the purposes of this Article, a controlled transaction means a controlled transaction within the meaning of the Income Tax Act.
- 7.6.2. **Information obligation.** At SE's request, the Supplier shall be obliged to provide information and supporting documents necessary to determine the Price and its compliance with the arm's length principle. This includes in particular: the selected valuation method, items entering into the calculation of the cost base, the margin used, justification of the Price's compliance with transfer pricing rules, prices used in comparable transactions, and other information depending on the specific contractual relationship. SE may request such information from the Supplier until expiry of the right to assess tax in respect of a controlled transaction carried out under the Contract pursuant to Act No. 563/2009 Coll. on tax administration.
- 7.6.3. **Cessation of obligation.** If the Supplier and SE cease to be related parties 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 were carried out by the Supplier up to the moment the related-party relationship between it and SE ceased.



ANNEX A

Sanctions Annex

(version 16 July 2025)

1. Introductory provisions

- 1.1. This Sanctions Clause (hereinafter the “Sanctions Clause”) forms an integral part of the Contract and, in the event of any inconsistency, the provisions of the Sanctions Clause shall prevail over the provisions of the GTC, and it shall be governed by the laws of the Slovak Republic.

2. Definitions

Terms with an initial capital letter used in this Sanctions Clause (whether in the singular or plural) have the meaning ascribed to them in Article 2 or elsewhere in the Sanctions Clause.

- 2.1. “**Applicable Sanctions Programmes**” means any international sanctions and/or restrictive measures (e.g. in the form of orders, prohibitions, restrictions or other sanctions measures or programmes) issued and/or applied by Sanctions Authorities.
- 2.2. “**Delivery Note**” means a delivery note, an acceptance certificate, or another written document confirming acceptance of the Performance or any part thereof.
- 2.3. “**CN Code**” means the code assigned to the relevant goods based on the goods nomenclature introduced by Council Regulation (EEC) No 2658/87 (first published in Annex I thereto), as amended from time to time by the relevant Commission Implementing Regulations (EU) adopted by the European Commission, or any other code or other designation to be used under any Applicable Sanctions Programme to identify Sanctioned Goods defined thereby.
- 2.4. “**Partner**” means each party to the Contract other than SE.
- 2.5. “**Performance**” means all contractually agreed performances of the Partner (e.g. services provided, works performed including deliveries of goods, and activities carried out) related to the subject matter of the Contract.
- 2.6. “**Origin of the Goods**” means the country of origin of the goods and the country from which the goods are imported.
- 2.7. “**Sanctioned Person**” means a person who:
- i) is included on any Sanctions List by any of the Sanctions Authorities or who is a target

of, or is otherwise subject to, any Applicable Sanctions Programme; or

- ii) is directly or indirectly owned, controlled or otherwise controlled by a person referred to in item 2.72.7 or a person referred to in item 2.7iii), or whose any representative or person acting on its behalf or for its account is a person referred to in item 2.72.7 or a person referred to in item 2.7iii);

- iii) has its registered office, place of business or income, or any business activities in any Sanctioned Territory, to the extent and/or in the manner which brings such person within the scope of the relevant Applicable Sanctions Programme relating to the given Sanctioned Territory.

- 2.8. “**Sanctioned Territory**” means a sanctioned state or territory listed in the list of relevant sanctioned states or territories published and/or updated on the website: <https://www.seas.sk/en/about-us/international-sanctions/>.

- 2.9. “**Sanctioned Goods**” means any goods to which any measures under an Applicable Sanctions Programme apply.

- 2.10. “**Sanctions Authorities**” means the sanctions authorities listed in the list of relevant sanctions authorities published and/or updated on the website: <https://www.seas.sk/en/about-us/international-sanctions/>.

- 2.11. “**Sanctions Lists**” means any lists of sanctioned persons or other sanctions lists or sanctions programmes or decisions maintained and/or issued by any of the Sanctions Authorities.

- 2.12. “**Goods Subject to SE Control**” means any goods that form part of the Performance, except for:

- i) goods with Origin of Goods in the European Union; or
- ii) goods which, under the Contract, are or are to be delivered to SE as a structural or other functional component of the Performance or any part thereof (e.g. as part of a separately functional technological device); however, this exception shall not apply to spare parts or other goods which, under the Contract, are to be delivered to SE separately;



provided, however, that “*Goods Subject to SE Control*”, regardless of the above exceptions, shall include goods that are designated as such in the KYC Questionnaire (as defined in item 3.1v) below) and/or are designated as such by SE in subsequent written communication with the Partner regarding the Contract.

- 2.13. “**Contract**” means a contractual document, typically in the form of an agreement or an order, including its amendments and annexes.

In addition, for the avoidance of doubt, a reference in this Sanctions Clause to any “person” or “entity” includes any natural person, corporation, company, firm, partnership, joint venture, association, body, trust, government or any of its agencies, state, or any other legal entity.

3. Representations and Undertakings of the Partner

- 3.1. The Partner represents and undertakes to ensure that the following representations are, and at any time throughout the entire term of the Contract will be, true:

- i) neither the Partner, nor any of its ultimate beneficial owners, nor any significant partner or shareholder of the Partner (i.e. an entity that owns or otherwise controls more than 50% of the Partner's ownership interests or shares), nor any member of the statutory body of the Partner or of any other above-mentioned entity is a Sanctioned Person;
- ii) the conclusion of the Contract, and any performance, act and/or exercise of rights under the Contract will not, due to any reason on the Partner's part (which also includes any reason on the part of any person referred to in items 3.1i) and 3.1iii), as well as any reason relating to any part of the Performance), result in a breach of an Applicable Sanctions Programme;
- iii) none of the Partner's subcontractors involved in the Performance, none of the ultimate beneficial owners of such subcontractor, nor any significant partner or shareholder of such subcontractor (i.e. an entity that owns or otherwise controls more than 50% of the ownership interests or shares in such subcontractor), nor any member of the statutory body of the subcontractor or any other above-mentioned entity is a Sanctioned Person;
- iv) if the subject matter of the Performance is the delivery of Sanctioned Goods, the Partner has acquired them lawfully and holds all necessary exemptions or permits relating to such Sanctioned Goods (e.g. for the

purposes of their acquisition, purchase, sale, trading, transfer, import into the EU by the Partner, as applicable). The untruthfulness of this representation shall (in addition to the consequence of a breach of the Partner's obligation to ensure its truthfulness) also be deemed a legal defect of the Performance;

- v) the information provided by the Partner in the documentation and communication collectively forming SE's “KYC” process in relation to the Contract (hereinafter the “**KYC Questionnaire**”), as well as the information stated in the Delivery Note on the Origin of Goods delivered under the Contract and its CN Code (where required), or other information provided, is complete, true, and accurate;
- vi) the Partner is aware that the information it provides, including the information stated or confirmed by the Partner in the KYC Questionnaire and/or in the Delivery Note, is important for the performance of checks of the compliance of the conclusion of the Contract and the implementation of the Performance with Applicable Sanctions Programmes, as well as for assessing the potential consequences of any inaccuracy or untruthfulness thereof;
- vii) the Partner has mechanisms implemented to prevent breaches of Applicable Sanctions Programmes, including identification of the Origin of Goods and, as applicable, Sanctioned Goods;
- viii) the Performance, or any part thereof, in relation to which an invoice or other document is issued and/or delivered to SE on the basis of which the Partner becomes entitled under the Contract to payment from SE, has been, is, or will be (as the case may be) delivered to SE in full compliance with the provisions of this Sanctions Clause and Applicable Sanctions Programmes.

4. Further undertakings of the Partner

- 4.1. The Partner undertakes that:

- i) throughout the entire term of the Contract, it will refrain from carrying out any activities prohibited by any Applicable Sanctions Programme;
- ii) no later than in the Delivery Note or in the documentation related to the Delivery Note, it shall, inter alia, state for all goods listed therein that form part of the Performance their respective Origin of Goods, and for each item of Goods Subject to SE Control also its respective CN Code;

iii) it shall ensure that if the subject matter of, or part of, the Performance is the delivery of any Sanctioned Goods, it reliably identifies such Sanctioned Goods and fulfils the following:

- (A) in sufficient time in advance, it shall inform SE and request SE's approval of the delivery of each such Sanctioned Goods, while at the same time stating information on the Applicable Sanctions Programmes concerned, its CN Code (if assigned to the goods) and its Origin of Goods;
- (B) it shall provide SE with all necessary cooperation to obtain an exemption for SE, as well as for any other steps to ensure compliance of the implementation of the Performance and of SE with Applicable Sanctions Programmes;
- (C) it shall state in the Delivery Note the Origin of Goods and the CN Code (if assigned to the goods);

and the Partner further undertakes that, without SE's consent, it will not deliver Sanctioned Goods and will not request payment from SE for them (or otherwise in connection with them).

4.2. A breach of any of the obligations under paragraphs (A), (B) or (C) of item 4.1 iii), as well as a breach of any obligation under item 4.1 i) or 4.1 ii) above, shall, in addition to other consequences of the Partner's breach of the relevant obligation, also be deemed a legal defect of the Performance.

5. Information obligation

5.1. The Partner undertakes to inform SE and provide SE with all information and supporting documents regarding:

- i) any claim, filing, lawsuit, proceedings or investigation against the Partner, any subcontractor, or the persons referred to in items 3.1i) or 3.1iii) in connection with any Applicable Sanctions Programme;
- ii) any fact that could constitute a breach of a representation or covenant made by the Partner under this Sanctions Clause;
- iii) any circumstance giving rise to a reason for (a) SE to become in breach of any Applicable Sanctions Programme and/or (b) SE to become a Sanctioned Person (either of the consequences under (a) and (b) hereinafter a "**Sanctions Breach**");
- iv) any missing data that the Partner did not provide before, at the time of, or afterwards in connection with conclusion of the Contract in

the KYC Questionnaire and/or any changes to the data provided by the Partner in such documents;

- v) the fact that, for the Performance, it will use a subcontractor (or use the capacity of another entity) to whom more than 10% of the contract value under the Contract will be allocated and who has a relevant connection to Russia (within the meaning of Article 5k(1) of Council Regulation (EU) No 833/2014, as amended);

in each case without undue delay after the Partner becomes aware of any of the above, or, in the case of supplementing missing data in the KYC Questionnaire, without undue delay after conclusion of the Contract.

5.2. The Partner further undertakes to provide SE without undue delay with all information and supporting documents requested by SE for the purpose of performing SE's obligations to ensure compliance with Applicable Sanctions Programmes (including prevention of their breach), including at any time after termination of the Contract.

6. Suspension of Performance

6.1. If (a) SE acquire reasonable suspicion that a circumstance referred to in item 5.1iii) may occur due to the possible untruthfulness of any representation under Article 3 or a possible breach of any undertaking under Articles 3, 4, or 5, or the possible occurrence of the cases referred to in item 7.1 under which it is possible to withdraw from the Contract, or (b) a Sanctions Breach has occurred, SE shall be entitled to instruct the Partner to suspend the Performance. In such case, the Partner shall be obliged to suspend provision of any Performance under the Contract, regardless of its type or the place of delivery/performance, handover, and/or acceptance, even if these are carried out outside SE's premises.

6.2. At SE's request, the Partner shall be obliged to provide SE with all information and explanations that may be necessary for a comprehensive assessment of the scope and seriousness of the potential or actual Sanctions Breach.

6.3. The Partner shall be obliged to take the relevant measures for proper storage, preservation, protection and safeguarding of the subject matter of the Performance and, during suspension of the Performance, to protect, preserve and safeguard it against any deterioration, spoilage, or damage.

6.4. All costs incurred in connection with suspension of the Performance shall be borne by the Partner, except where it is proven that there was no ground for suspension of the Performance under item 6.1. If the Partner becomes delayed as a



result of suspension of the Performance, it shall be obliged to inform SE thereof. The Partner shall not be entitled to an extension of the deadline for performance of the Performance by the time during which the Performance is suspended under this Article 6. The costs associated with re-starting performance of the Performance in such case shall be borne by the Partner.

- 6.5. Following the issuance of the instruction to resume the Performance, SE and the Partner shall jointly inspect the subject of the Performance affected by the suspension. At its own cost, the Partner shall repair or replace any deterioration, defects, worsening, or damage to the subject matter of the Performance if they occurred during suspension of the Performance. If, due to the Partner's default, it is necessary to take certain measures to mitigate damage, the Partner shall be obliged to take such measures.
- 6.6. SE's right to suspend the Performance under this Article 6, as well as SE's exercise or non-exercise of that right, shall in no way replace or limit SE's right to withdraw from the Contract, nor any other potential claims of SE arising from other provisions of this Sanctions Clause (e.g. claims for legal defects of the Performance) or from law (including the right not to act contrary to law).

7. Withdrawal from the Contract

- 7.1. SE shall be entitled to withdraw from the Contract, inter alia, also if:
- i) on the Partner's part (which also includes the persons referred to in item 3.1(i) or 3.1(iii)), any of the undertakings under Article 3 or Article 4 is breached; or
 - ii) any of the Partner's representations under item 3.1 proves to be untrue; or
 - iii) the Partner fails to fulfil the information or other obligations set out in items 5.1 or 5.2 or 6.2 or 8.3 or 8.4; or
 - iv) a circumstance referred to in item 5.15.1.iii) occurs or a Sanctions breach occurs; or
 - v) in respect of any performance, act, and/or exercise of rights under the Contract, SE has not been granted an exemption under generally binding legal regulations by which the Slovak Republic is bound, necessary to ensure that a Sanctions Breach does not threaten or occur;

and each of the above cases shall be considered a material breach of the Contract by the Partner, or, in the cases under items 7.1(iv) or 7.1(v) (if they occur for reasons not on the Partner's part), another circumstance giving rise to SE's right to

withdraw from the Contract based on the Parties' agreement in this Sanctions Clause.

- 7.2. SE shall be entitled to withdraw from the entire Contract even if the subject matter of the Contract consists of several separate Performances and the breach of the Contract relates only to an individual Performance (or any part thereof). In the event SE has the right to withdraw from a Contract concluded under a framework agreement, SE shall also have the right to withdraw from the respective framework agreement. Likewise, upon withdrawal from a framework agreement, SE may also withdraw from agreements concluded under that framework agreement, specifying in such withdrawal which agreements it relates to.
- 7.3. In the event of withdrawal from the Contract under this Article, SE shall be entitled to:
- i) request the handover of the part of the Performance already carried out by the Partner; in such case, SE shall pay the Partner a proportionate part of the price corresponding to the degree of performance carried out, provided that such payment is not contrary to any Applicable Sanctions Programme; and/or
 - ii) withhold and not pay the Partner any part of the price of the Performance, and/or not make any performance towards the Partner (and/or any other person) which SE would otherwise be obliged to make; and/or
 - iii) withhold and not release to the Partner (and/or any other person) any funds or other economic resources (including material, technologies, etc.) located in SE's premises and owned by, held by, or otherwise under the control of the Partner; and/or
 - iv) require the return of everything that SE provided in connection with the Contract (e.g. documents or materials).

The Partner shall be obliged to respect the above entitlements of SE and to do everything necessary to fulfil them to the extent they are asserted by SE against it, without undue delay after it becomes aware that they have been asserted.

- 7.4. If an agreement on settlement of the contractual parties' obligations is not reached even within 15 days of delivery of the written notice of withdrawal from the Contract to the Partner, the method of settlement of obligations shall be determined by SE.

8. Acceptance and transfer of title to Sanctioned Goods



- 8.1. If (a) the subject matter of, or part of, the Performance is the delivery of Sanctioned Goods and (b) their acceptance by SE and/or their acquisition into SE's ownership would constitute a breach of an Applicable Sanctions Programme, acceptance of such Sanctioned Goods by SE as well as their acquisition into SE's ownership (together with all rights and obligations arising therefrom) shall occur only at the moment when SE confirms and/or signs the Delivery Note confirming or documenting delivery of such Sanctioned Goods.
- 8.2. If, during acceptance of any subject matter of the Performance (or any part thereof), SE find that SE's acceptance or acquisition of title thereto could result in a Sanctions Breach, or if, during acceptance of the Performance or any part thereof, it cannot be ruled out on the basis of the supporting documents that it may be Sanctioned Goods the delivery of which could result in a Sanctions Breach, SE shall have the right to withhold confirmation and/or signature of the Delivery Note, of which SE shall inform the Partner.
- 8.3. If confirmation and/or signature of the Delivery Note is withheld, SE shall have the right to carry

out a check as to whether it concerns the acquisition of Sanctioned Goods and whether acquisition of the Sanctioned Goods complies with Applicable Sanctions Programmes. In this context, the Partner shall be obliged to provide SE with the requested cooperation.

- 8.4. If, on the basis of the procedure under items 8.2 or 8.3, SE acquires reasonable suspicion that any part of the Performance constitutes Sanctioned Goods and that SE's acceptance and/or acquisition of title thereto could result in a Sanctions Breach, SE shall be entitled to not confirm and/or to not sign the respective Delivery Note and, if the Sanctioned Goods are in the meantime physically located in SE's premises, to request the Partner to remove them; the Partner shall be obliged to remove such goods from SE's premises without undue delay and no later than within 5 working days of delivery of the request. Other defect claims relating to the Performance, as well as rights and obligations arising from the Contract, the Sanctions Clause or Applicable Sanctions Programmes, shall not be affected hereby.

ANNEX B

Environmental and Social Management Clause

(version 16 March 2026)

1. Introductory provisions

1.1. This Environmental and Social Management Clause (hereinafter the "Clause") forms an integral part of the General Terms and Conditions of Slovenské elektrárne, a.s. (GTC), which form an integral part of and an annex to the order/contract (the "Contract").

1.1. The Environmental and Social Management Clause governs commitments in the area of compliance with generally binding legal regulations, ethical business conduct, human rights, decent working conditions, occupational health and safety, and environmental protection.

2. Supplier's commitments

2.1. The Supplier undertakes that, continuously throughout the entire term of the Contract, it will comply with:

- i) generally binding legal regulations valid in the territory of the Slovak Republic, as well as international agreements by which the Slovak Republic is bound;
- ii) human rights as defined in the International Bill of Human Rights, the OECD Guidelines for Multinational Enterprises on Responsible Business Conduct, and the UN Guiding Principles on Business and Human Rights;
- iii) minimum standards in the following aspects of good working practice:
 - (A) free choice of occupation, ensured in particular by legal employment, free from coercion, as well as the freedom to leave employment on the basis of reasoned notice;
 - (B) freedom of association and the right to collective bargaining, ensured in particular by a 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 arising from generally binding legal regulations;

- (D) prohibition of child labour and forced labour, ensured by preventing the use of child labour and forced labour;
- (E) wages for a decent living, ensured in particular by paying them in accordance with generally binding legal regulations so that they also include employees' discretionary income;
- (F) appropriate working time, ensured in particular by the fact that employees do not work overtime that exceeds the limits set by generally binding legal regulations;
- (G) prohibition of discrimination, ensured in particular by equal treatment in the recruitment process, remuneration, education, improvement of working conditions, termination of employment, as well as retirement;
- (H) a proper employment relationship, ensured by the performance of dependent work on the basis of a proper employment relationship within the meaning of generally binding legal regulations;
- (I) prohibition of harsh and inhumane treatment, ensured in particular by ensuring that no form of physical abuse or punishment occurs, nor threats of physical abuse, sexual or other harassment, verbal attacks, or other forms of intimidation;
- iv) environmental regulatory requirements, and shall ensure minimisation of the environmental impact of services and products, implementation of environmental management systems and adoption of the relevant standards. The Supplier also undertakes to implement the principles of efficient use of natural resources, energy efficiency, waste management in line with the waste hierarchy, control of greenhouse gas emissions and pollutants to water, soil, and air, as well as protection and conservation of biodiversity;
- v) measures preventing any form of corruption, including the acceptance of bribes and extortion;
- vi) the conventions of the International Labour Organization to the extent of the principles



and rights set out in the eight fundamental conventions referred to in the ILO Declaration on Fundamental Principles and Rights at Work.

3. Withdrawal from the Contract

- 3.1. SE shall be entitled to immediate withdrawal from the Contract if, on the Supplier's part (which includes any person in the ownership or control structure of the Supplier or in any of its bodies, or in any managerial position), there is a breach of any of the Supplier's commitments under Article 2 of the Clause.
- 3.2. In the event of withdrawal from the Contract under this Article, SE shall be entitled to:
- i) retain the Performance already delivered by the Supplier; in such case, SE shall pay the Supplier a proportionate Price corresponding to the Performance, provided this is not contrary to any relevant generally binding legal regulation; and/or
 - ii) withhold and not pay the Supplier any part of the Price, and also refrain from making any type of performance towards the Supplier (and/or any other person) and further deal with such funds or resources in accordance with generally binding legal regulations (where applicable); and/or
 - iii) withhold and not release to the Supplier (and/or any other person) any funds or other economic resources (including material, technologies, etc.) located in SE's premises and owned by, held by, or otherwise under the control of the Supplier, and further deal with such funds or resources in accordance with generally binding legal regulations.