

## General business conditions for suppliers

These General Terms and Conditions (hereinafter referred to as "**GTC**") were adopted by Odvoz a likvidacia odpadu a.s. abbreviated as: OLO a.s., with its registered office at Ivanská cesta 22, 821 04 Bratislava, Slovak Republic, registration number: 00 681 300, registered in the Commercial Register of the District Court Bratislava I, section: Sa, insert no. 482 / B, in accordance with § 273 par. 1 of Act No. 513/1991 Coll. Commercial Code as amended.

### I. Interpretation of terms

- 1.1. Terms and expressions used in these GTC have the following meanings:
- a) **Copyright Act** – Act No. 185/2015 Coll. Copyright Act as amended;
  - b) **price** - the contractual price which the customer is obliged to pay to the supplier for performance in accordance with the contract;
  - c) **work** - means (1) constructing a certain thing, unless it falls under the purchase of goods, (2) assembling a certain thing, its maintenance, (3) performing an agreed repair or modification of a certain thing, (4) materially captured result of another activity, (5) constructing, assembling, maintenance, repair or modification of a building or part thereof;
  - d) **supplier** - a natural or legal person who has entered into a contractual relationship with the customer on the basis of a contract and has undertaken to deliver goods, perform a work or provide a service to the customer;
  - e) **Commercial Code** – Act No. 513/1991 Coll. Commercial Code as amended;
  - f) **customer** – Odvoz a likvidácia odpadu a.s. abbreviated as: OLO a.s., with its registered office at Ivanská cesta 22, 821 04 Bratislava, Slovak Republic, registration number: 00 681 300, registered in the Commercial Register of the District Court Bratislava I, section: Sa, insert no. 482/B;
  - g) **outage contract** – means a contract according to point 6.7. GTC;
  - h) **performance** - goods, works or services, each separately, which the supplier delivers to the customer on the basis of the contract;
  - i) **RPSP** - Register of Public Sector Partners according to Act No. 315/2016 Coll. on the Register of Public Sector Partners and on Amendments to Certain Acts, as amended;
  - j) **service** - the provision of a service, work or performance, if the performance does not fall under the work;
  - k) **goods** - a movable thing or a controllable natural force serving the needs of people. The goods are determined individually or according to quantity and type. If the value of the installation of the goods exceeds the value of the goods or if the predominant part of the supplier's obligations in the supply of goods consists in activities which are considered to be a work, the supply of such goods shall be considered a work;
  - l) **Act on Occupational Safety and Health** – Act No. 124/2006 Coll. on Occupational Safety and Health and on amendment of certain acts as amended;
  - m) **VAT Act** - Act No. 222/2004 Coll. on value added tax, as amended;
  - n) **Waste Act** – Act No. 79/2015 Coll. on waste and on amendments and supplements to certain acts as amended;
  - o) **Act on RPSP** – Act No. 315/2016 Coll. on Register of Public Sector Partners and on amendments and supplements to certain acts as amended;
  - p) **ZEVO** – Thermal Waste Treatment Facility;
  - q) **contract** - a contractual relationship entered into by the customer with the supplier for the purpose of procuring goods, works or services with the other contractual party, such as the seller of goods, the contractor, the service provider; all its Annexes are an integral part of the contract; for the purposes of these GTC, the term contract also means an order, if the contract with the supplier has not been concluded;
  - r) **contractual party** - means the customer or supplier individually or the customer and the supplier jointly, depending on the context in which this term is used;
  - s) **PPA** – Act No. 343/2015 Coll. on Public Procurement and on amendments and supplements to certain acts as amended.

### II. Introductory Provisions

- 2.1. These GTC apply to all contracts entered into by the customer, unless their application is expressly excluded in the contract. For the avoidance of doubt, a contract also means the conclusion of a contract on the basis of a proposal for the conclusion of a contract and the acceptance of a proposal in

accordance with the usual practice of the contractual parties. The GTC form an integral part of the contract.

- 2.2. The contract and these GTC represent a complete and comprehensive agreement of the contractual parties in relation to the subject of the contract. The application of the general terms and conditions of the supplier is hereby expressly excluded. Relationships not regulated in these GTC or in the contract are governed by the relevant provisions of the Commercial Code and generally binding legal regulations of the Slovak Republic..
- 2.3. The text of these GTC contains special provisions on the delivery of goods (Article VIII.), on the execution of a work (Article IX.) and on the provision of a service (Article X.). Each of the special provisions under the previous sentence applies only to a specific type of performance.
- 2.4. Special arrangements in the contract take precedence over the GTC in accordance with § 273 par. 2 of the Commercial Code.

### **III.**

#### **Subject of the Contract**

- 3.1. The subject of this contract is:
  - a) the supplier's obligation
    - 1) deliver the goods to the customer and transfer ownership of the goods to him, or
    - 2) perform the work for the customer, or
    - 3) provide the customer with a serviceaccording to the conditions agreed in the contract, its Annexes and these GTC and
  - b) the customer's obligation to take over the delivered goods, performed work or provided service and pay the price to the supplier.
- 3.2. The subject of the contract may also be a combination of performances according to point 3.1 of the GTC.

### **IV.**

#### **Place and Time of Performance**

- 4.1. The supplier is obliged to perform in the place specified in the contract. Unless otherwise agreed in the contract, the place of performance is the seat of the customer.
- 4.2. The supplier is obliged to deliver and hand over the performance to the customer at the time agreed in the contract.
- 4.3. Unless the contract expressly prohibits this, and at the same time it does not clearly follow from the nature of performance that the customer may not be interested in such performance before the contractually agreed date of performance, and provided that this does not involve unreasonable difficulties for the customer, the supplier is authorized to provide performance even before the date of performance under the contract and the customer is obliged to take it over. The right of the customer to refuse to take over the goods according to point 8.8. of the GTC and other rights of the customer are not affected.
- 4.4. The supplier is entitled to extend the term of performance during the term of the contract if and only to the extent that delivery, execution or provision of performance is caused by delay of the customer, force majeure or other circumstances excluding liability in accordance with § 374 of the Commercial Code. During the period of delay of the supplier with the provision of performance for reasons according to the previous sentence, the supplier is not in delay. If the supplier considers that he has the right to an extension of the performance period, he is obliged to notify the customer without undue delay, no later than five (5) working days after the supplier learned (or may have learned by exercising professional care) about such an event or circumstance. If the supplier does not notify the right to an extension of the performance period within the period under this clause of the GTC, his right to an extension of the performance period shall expire.

### **V.**

#### **Price and payment terms**

- 5.1. The customer shall pay the supplier for the delivery of the performance the price specified in the contract or calculated in the manner specified in the contract. The price includes all costs of the supplier necessary for the delivery or provision of performance.
- 5.2. Unless otherwise agreed in the contract, the price is fixed. It is not allowed to change the fixed price.
- 5.3. Unless otherwise agreed in the contract, the customer does not provide the supplier with a deposit or advance.
- 5.4. The relevant VAT rate under a special regulation governing VAT effective at the time of issuing the invoice is added to the price without VAT stated in the contract.

- 5.5. An invoice issued by the supplier and delivered to the customer at the address of its registered office serves as a basis for payment of the price. The invoice shall be accompanied by the order and the acceptance report or delivery note referred to in Article XII. of these GTC.
- 5.6. The invoice must contain the number of the contract or order and all the requisites of the invoice according to a special legal regulation effective at the time of issuing the invoice.
- 5.7. The contract may contain special contractual conditions on the basis of which the supplier is entitled to issue an invoice for performance or part thereof.
- 5.8. In the event that incorrect and / or incomplete information is provided in the invoice, or the invoice is not accompanied by an acceptance protocol (delivery note), order or other agreed documents, such as a monthly statement of work, the customer is entitled to return the invoice to the supplier. The supplier is obliged to correct the invoice or issue a new invoice. The new due date begins with the delivery of the corrected or new invoice.
- 5.9. The customer will fulfil his obligation to pay the price or part thereof by bank transfer to the supplier's account which is specified in the contract.
- 5.10. Unless otherwise agreed in the contract, the due date of the invoice is thirty (30) days from the date of its delivery to the customer.
- 5.11. The customer is entitled to set off his due receivable from the supplier against any due receivable of the supplier from the customer. The customer is obliged to inform the supplier in writing about the crediting.
- 5.12. The customer is entitled to withhold an amount of 10 % of the price to ensure the elimination of defects and shortcomings of performance, until the elimination of these defects. The customer is obliged to notify the supplier in writing of the exercise of the lien no later than seven (7) working days from the date of taking over the performance. The customer is obliged to pay the amount withheld to the supplier within ten (10) working days after the removal of defects and shortcomings, for which the customer has asserted a claim for defects when taking over the performance
- 5.13. Special provisions for sending invoices in electronic form:
  - a) The customer grants the supplier consent and authorization in accordance with § 71 par. 1 letter b) of the VAT Act, for the supplier to bill the delivery of the performance by invoice in electronic form (hereinafter referred to as "electronic invoice"). In the event that the contractual parties in the contract have agreed on the electronic receipt of invoices, the supplier acquires the right to issue an electronic invoice to the customer for the delivery of the performance and the electronic invoice is a full replacement for the paper invoice. By sending an electronic invoice, the supplier is no longer obliged to send invoices to the customer in paper form, unless otherwise stipulated in the contract or these GTC. Based on his previous written request, the supplier may also send an invoice in paper form to the customer. The credibility of the origin, the integrity of the content and legibility of the invoice sent electronically must be guaranteed according to § 71 par. 3 letter b) of the VAT Act.
  - b) The Supplier is obliged to deliver the electronic invoice to the Customer by e-mail, to his e-mail address `faktury@olo.sk` (hereinafter referred to as the "**e-mail address**"). For the purposes of these GTC: (i) delivery of an electronic invoice to the customer's e-mail address is considered to be a submission and delivery of a bill for delivery of performance to the customer, (ii) e-mail address is considered to be an address for sending invoices in addition to the customer's registered office..
  - c) The customer declares that: (i) he has access to the e-mail address, (ii) he is not responsible for any leakage of information from the supplier's e-mail, (iii) publishes data made available to the customer in the delivered electronic invoice, if the invoice contains data that are subject to trade secrets, the supplier is obliged to mark these data.
  - d) The Customer is obliged to notify the Supplier in writing in advance of any change that could affect the delivery of electronic invoices under these GTC, in particular the change of e-mail address.
  - e) For the avoidance of doubt, an electronic invoice sent in accordance with these GTC shall be deemed delivered to the customer after two (2) working days from the date of proven sending of the electronic invoice to the customer by e-mail to e-mail address. In the event that it will not be possible to deliver the electronic invoice to the customer to his e-mail address, the supplier is obliged to deliver the invoice to the customer in paper form and inform the customer by e-mail or telephone.
  - f) The customer is not responsible for incomplete data or their damage caused by failure during delivery via the Internet and is not liable for damages caused by poor supplier connection to the Internet, or caused by any inability of the supplier to connect (gain access) to the Internet.

## VI.

### Obligations of the supplier

- 6.1. The supplier is obliged:

- a) to deliver the performance in accordance with the conditions specified in the contract, its Annexes and the GTC;
  - b) to supply a performance which satisfies all the requirements of the relevant legislation and the applicable technical standards binding on or relating to the placing on the market of such performance;
  - c) to deliver the service only through professionally qualified persons;
  - d) to subject the performance before delivery to all mandatory technical, functional or other tests and/or certifications, if required by the relevant generally binding legal regulations, technical standards, or if it follows from the nature of the performance or from the contracts;
  - e) to meet the qualification and professional requirements, have the prescribed permits and examinations and meet any other requirements laid down by the relevant legislation for the proper provision of the service;
  - f) to comply with the Act on Occupational Safety and Health, as well as related regulations governing the rules of safety and health at work and fire protection, and in this connection provide their employees with suitable work clothes, footwear and other personal protective equipment necessary for the implementation;
  - g) to comply with all binding legal regulations, including regulations focusing on environmental protection and personal data protection;
  - h) to comply with the internal regulations of the customer, if they were communicated to him in connection with the performance of the contract;
  - i) to enable the customer to carry out an audit aimed at compliance with the conditions of safety and health at work, fire protection and environmental protection, to take and, in the event of deficiencies, to take measures to remedy in accordance with the conclusions of such audit and notify the customer of their implementation;
  - j) to notify the customer of all facts that have or may affect the proper and timely delivery of the performance or part thereof;
  - k) to refrain from providing (directly or indirectly) bribes, gifts, rewards, commissions or other valuables such as incentives or rewards for the customer's doing or refraining from any activity in connection with the contract or other relationship between the customer and the supplier, or for the fact that the customer expresses or refrains from expressing favour or disfavour to any person in connection with the contract.
- 6.2. The supplier declares that he has become fully acquainted with the scope and nature of the performance, that it is aware of all technical, qualitative and other conditions for the implementation of the performance and that it has the capacities and expertise necessary to provide the performance. The supplier also declares that he has become acquainted with all documents provided by the customer in connection with the performance and has not identified any defects or irregularities in them..
- 6.3. If the performance takes place at the customer's registered office or other premises, the supplier is obliged to comply with the customer's internal guidelines and instructions to ensure safety and health at work. In the event of a change in the internal guidelines or an adoption of new internal guidelines of the customer to ensure safety and health at work, these become binding for the supplier on the day of their delivery to the supplier. The customer is entitled to change or adopt a new internal directive to ensure safety and health at work unilaterally, even without the consent of the supplier, without the need to conclude an amendment to the contract.
- 6.4. If stipulated in the contract, the supplier is obliged to conclude at his expense and during the validity of the contract have in force an insurance contract for third party liability insurance for damage caused in the performance of his activities, which also covers any damage caused by the supplier to the customer during performance of the contract and defective performance under contract. The amount of the minimum required sum insured is specified in the contract. If this amount is not specified in the contract, the supplier is obliged to have concluded an insurance contract for at least the amount corresponding to the usual practice in the relevant field of business.
- 6.5. The supplier is obliged to comply with all obligations arising from the Waste Act and other generally binding legal regulations in the field of waste management. As a waste generator, the supplier undertakes to maintain cleanliness and order at the place of performance. The supplier is obliged that all waste generated during performance is classified according to the Decree of The Ministry of the Environment of the Slovak Republic No. 365/2015 Coll. establishing the Catalog of Waste and disposed in accordance with the Waste Act and other generally binding legal regulations in the field of waste management.
- 6.6. If the supplier provides performance for the customer through a subcontractor or subcontractors, he is obliged to ensure that they are performed only by those entities that have all permits and authorizations to perform the activity, while the supplier is responsible for the performance of the subcontractor as if he performed the performance himself. The supplier is obliged to submit in writing to the customer for approval of each subcontractor, who should carry out for the supplier part of the performance under the contract. The supplier is obliged to immediately notify the customer of any change in the subcontractor's

identification data. The supplier may not change the subcontractor without the written consent of the customer. The supplier shall request a change of subcontractor at least five (5) working days in advance. Without the consent of the customer, the supplier may not use the subcontractor to provide any part of the performance. The customer is obliged to express himself in writing within ten (10) days from the date of receipt of the written request of the supplier, whether he agrees with the use of the subcontractor. If the customer does not comment on the supplier's request within the period under the previous sentence, it is considered that the customer agrees to use the subcontractor. It is sufficient if the customer gives his consent by e-mail.

- 6.7. If the contract states that it is a outage contract, the supplier is obliged to deliver the performance during the regular outage of ZEVO – Thermal Waste Treatment Facility. The customer will inform the supplier about the dates of ZEVO – Thermal Waste Treatment Facility's outage without undue delay after the date of the outage is known, no later than ten (10) days before the planned outage of ZEVO – Thermal Waste Treatment Facility, unless otherwise agreed in the contract. When performing the outage contract, the supplier is obliged to deliver the performance on time, i.e. during this outage, properly and without defects. In the case of the outage contract, special deadlines for the elimination of defects according to point 16.5 of the GTC shall apply. Failure to comply with the obligation to deliver performance under the outage contract on time and failure to comply with the obligation to handle complaints about the performance of the outage contract in accordance with point 16.5. of the GTC is sanctioned by contractual penalties according to points 17.2. and 17.3. of the GTC. In the event of a breach of the obligations under this paragraph 6.7., the supplier is liable to the customer for the damage incurred, including lost profits
- 6.8. The supplier shall supply, together with the performance, instructions for use and/or other documents for the elaboration of a safe working procedure for the use of the work or the delivered goods.

## **VII.**

### **Obligations of the customer**

- 7.1. The customer is obliged to provide the supplier with the necessary cooperation for the purposes of proper delivery or provision of performance in the necessary time..
- 7.2. The customer is obliged to inform the supplier in a timely manner and without undue delay of all important facts related to the subject of the contract which may endanger or limit the performance of the contract by the supplier, or cause non-compliance with the deadlines..
- 7.3. If the performance takes place at the customer's registered office or other premises, the customer is obliged to inform the supplier about the guidelines for ensuring safety and health at work and to provide him with instructions in this regard.

## **VIII.**

### **Special provisions for the supply of goods**

- 8.1. The supplier is obliged to properly pack the goods in the manner specified in the contract or in the usual way so as not to damage, lose or destroy them and to ensure their protection until the moment the goods are taken over by the customer. All damages resulting from the fact that the packaging does not correspond to the nature of the delivery shall be borne by the supplier.
- 8.2. If the goods require installation, it is assumed that the performance also includes the installation, or commissioning of the goods and the performance of a test, if required..
- 8.3. The supplier is obliged to deliver the goods together with all papers and documents in the Slovak language relating to the goods, which are necessary for its proper assembly, installation, commissioning, use or maintenance, if such need arises from the nature of the goods or the contract.
- 8.4. The price agreed by the contractual parties includes the costs of packaging the goods and shipping costs.
- 8.5. In the case of deliveries of dangerous goods, the supplier is obliged to comply with the relevant legal regulations, in particular those governing the type and marking of packaging and the use of means of transport.
- 8.6. Before taking over the goods, the customer has the right to inspect the goods and check the documents supplied with the goods.
- 8.7. Unloading of the goods will be provided by the supplier at his own expense and risk.
- 8.8. The customer has the right to refuse to take over goods that do not comply with the contract or have obvious defects.
- 8.9. The customer has the right (but not the obligation) to take over the incomplete delivery of goods or goods with defects that do not prevent the proper use of the goods for the purpose specified or arising from the contract, otherwise for the usual purpose. If the customer decides to take over the incomplete delivery of goods or goods with such defects, he shall state the defects and / or defects of the goods in the take-over certificate.

## **IX.**

### **Special provisions for the execution of the work**

- 9.1. The supplier shall perform the work with professional care, at his own expense and risk, in accordance with the binding opinions, consents, statements and permits of the competent authorities which will be valid and effective at the time of performance of the work.
- 9.2. The supplier shall ensure, at his own expense, the elaboration of a safe work procedure in accordance with § 6 of the Act on Occupational Safety and Health and the time course of the performance of the work, which he submits to the customer for approval no later than on the starting day of the performance of the work, while only after his consent he is entitled to start the execution of the work. The customer shall evaluate the submitted proposal without undue delay after receiving it and shall notify the supplier of any modifications in order to incorporate them.
- 9.3. The customer is entitled to check the performance of the work at any time, even repeatedly. If the customer finds out that the supplier is performing the work in violation of the obligations set out in the contract, the customer's instructions or in violation of applicable laws or technical standards, he is entitled to demand that the supplier eliminate or remedy such breach or deficiencies at his own expense within a reasonable time specified by the customer. In the event that the breach or deficiencies are not eliminated by the supplier within a reasonable time, the customer is entitled to do so at the supplier's expense.
- 9.4. The customer is entitled to give the supplier an instruction to interrupt the performance of the work and the supplier is obliged to comply with such instruction. If the supplier incurs additional provable costs on the basis of an instruction to suspend the execution of the work, he is obliged to notify the customer of the right to their payment within ten (10) calendar days from the date of resumption of work on the work. If the supplier does not claim from the customer the right to payment of additional costs according to this point of the GTC within the period according to the previous sentence, his right to the payment of additional costs expires. The supplier is not entitled to reimbursement of costs if it is proven that the customer has interrupted the performance of work due to defective performance of the supplier.
- 9.5. The customer is entitled to provide guidance with the performance of the work and the fulfilment of the customer's obligations under the contract, while such instructions of the customer may not go beyond the scope of the contract, supplement it or change it. If the supplier so requests, the customer is obliged to deliver a written copy of such instructions to the supplier. The customer's instructions in accordance with this point of the GTC and prepared in accordance with this point of the GTC are binding for the supplier.
- 9.6. The supplier undertakes, without undue delay, in writing from the customer for the purposes of the performance of the work, if the supplier has discovered such inadequacy or could have discovered it while exercising the professional care necessary for the performance of the work. A supplier who violates his obligation in accordance with this point of the GTC is liable for defects in the work caused by use of inappropriate things of the customer or inappropriate instructions of the customer.
- 9.7. The customer may request the supplier to prepare a proposal for the implementation of the change of the work, which will contain details regarding the impact of the change on the performance of the work itself, the time of performance and the price, even repeatedly. Unless otherwise agreed, the costs of preparing a proposal to make a change to the work shall be borne by the supplier. The price for the change of work is determined on the basis of the items in the price specification, using unit prices of materials, hourly settlement rates or other mutually agreed valuation methods. If the item is not listed in the price specification, the relevant rate for similar material or work at standard market prices at the time of the change shall apply. The supplier is obliged to prepare and deliver a proposal to make a change to the work to the customer within a mutually agreed period, otherwise within five (5) days. After delivery of the proposal for the change of the work, the customer is entitled to issue an instruction to make the change of the work or to notify the supplier that he will not implement the change of the work in question. The Contractor is obliged to refuse a change to the work if he is unable to make the change, if it could endanger the safety of the work, or if the change would have an adverse effect on the quality of the work. If the change of the work represents a change of the contract, the contractual parties are obliged to sign an addendum to the contract.

## **X.**

### **Special provisions for providing of services**

- 10.1. The supplier is obliged to provide the service with professional care.
- 10.2. When providing advisory, consulting, brokering, economic, legal, accounting and other services of a professional nature of a mandated nature, the supplier is obliged to protect the legitimate interests of the customer, which are known to him or which the supplier should know with due professional care.

- 10.3. The customer is entitled to instruct the method of providing services and fulfilment of the supplier's obligations under the contract, while such instructions of the customer may not go beyond the scope of the contract, supplement it or change it. If the supplier so requests, the customer is obliged to deliver a written copy of such instructions to the supplier. The customer's instructions in accordance with this point of the GTC and prepared in accordance with this point of the GTC are binding on the supplier.
- 10.4. The supplier undertakes to notify the customer in writing without undue delay of any unsuitable nature of its instructions, if the supplier has discovered such unsuitability, or the supplier has been able to find out by exercising the professional care necessary to provide the service. The supplier, who violates his obligation in accordance with this point of the GTC, is liable for defects in the service provided due to inappropriate instructions from the customer.

## **XI. Special provisions on orders**

- 11.1. The supplier is obliged to accept orders placed by the customer in accordance with a valid and effective framework contract. The contracting parties have agreed on the following method of ordering under the framework contract:
- a) Via the e-mail of the person authorized to place orders on behalf of the customer, the customer shall send an order for the delivery of performance to the supplier to the e-mail address of the person authorized to accept orders on behalf of the supplier. The persons authorized to place orders on behalf of the customer and the persons authorized to accept orders on behalf of the supplier are the persons specified in the framework contract; if such persons on behalf of the customer are not specified in the contract, the supplier is obliged to accept the order sent from the domain @ olo.sk..
  - b) The content of the order is, in particular, the specification of the required performance, which, depending on the nature of the contract, may include a more detailed definition of the required performance, place and time of performance.
  - c) The order is delivered to the supplier at the moment of delivery of the customer's e-mail order to the e-mail address of the person authorized to accept orders on behalf of the supplier.
  - d) In the event that the order is in conflict with the contract or its Annexes, the supplier is obliged to immediately, no later than two (2) working days, notify the customer of this discrepancy. The provisions of the contract and its Annexes take precedence over the order.
  - e) At the moment of delivery of the order in accordance with the framework contract, an individual contract for the provision of performance is created, which is binding for the contractual parties and the supplier is obliged to deliver performance to the customer according to the required specification.
- 11.2. The customer can issue and deliver an individual order to the supplier without concluding a special (framework) contract. The following rules apply to individual orders:
- a) The customer shall send the order for delivery of the performance to the e-mail address of the supplier. The order also includes a specification of the deadline for accepting the order. The annex to the order consists of these GTC. Together with the GTC, the order represents the customer's proposal for the conclusion of the contract addressed to the supplier.
  - b) The content of the order is the identification marks of the customer, contact details of the responsible employees of the customer and the specification of the required performance, which includes a more detailed definition of the required performance, place and time of performance.
  - c) The supplier may, in the form of an e-mail addressed to the e-mail address of the person who sent the order, accept or reject the order within the period specified for receiving the order.
  - d) At the moment of delivery of the acceptance of the order by the supplier to the customer, a contract for the provision of performance is created, which is binding for the contractual parties and the supplier is obliged to deliver performance to the customer according to the required specification. The following GTC are an inseparable part of the contract according to the previous sentence, with which the supplier became acquainted before accepting the order and accepts them in full.
  - e) In the event that the supplier does not comment within the period specified for the acceptance of the order, the order expires and the customer's proposal for the conclusion of the contract expires.
  - f) The order takes precedence over these GTC.
- 11.3. Unless otherwise agreed, the contact persons specified in the contract shall be considered as the person authorized to place orders on behalf of the customer and the person authorized to accept orders on behalf of the supplier.

## **XII. Delivery and acceptance of performance**

- 12.1. The supplier is obliged to notify the customer well in advance of the exact date and time of delivery of the performance..
- 12.2. A take-over certificate on the handover and acceptance of the performance shall be drawn up which shall contain at least:
  - a) the designation of the contractual parties,
  - b) the description of the performance,
  - c) date and time,
  - d) the description of any obvious defects in the performance,
  - e) names, surnames and signatures of natural persons who, on behalf of the contractual parties, hand over and take over the performance.
- 12.3. The take-over certificate is also written if the performance is provided in parts.
- 12.4. Where reasonable with regard to the nature of the provided performance, the customer may also confirm the acceptance of the performance by an e-mail sent to the contact person of the supplier.

### **XIII.**

#### **Transfer of ownership and risk of damage**

- 13.1. The supplier transfers the ownership right to the performance or the subject of performance to the customer at the moment of taking over the subject of performance, unless otherwise stated in the contract. In the event that the performance is performed in parts, the supplier transfers ownership of part of the performance to the customer at the time of taking over part of the performance.
- 13.2. The risk of damage to the subject of performance passes to the customer at the time of taking over the subject of performance, unless otherwise stated in the contract.

### **XIV.**

#### **Termination of the contract**

- 14.1. In addition to its proper performance, the contract may terminate in the following ways:
  - a) by agreement of the contractual parties,
  - b) by withdrawal from the contract,
  - c) by termination.
- 14.2. The customer can terminate the contract at any time. Unless otherwise agreed, the notice period is two (2) months and begins on the first day of the month following the month in which the notice was delivered to the other party.
- 14.3. Each party is entitled to withdraw from the contract for legal reasons.
- 14.4. Each party is entitled to withdraw from the contract if force majeure notified to the other party prevents the performance of the contract for a continuous period of more than sixty (60) days, or for several recurring periods, the total length of which exceeds one hundred (100) days, for the same reason of the notified force majeure.
- 14.5. A material breach of the contract by the supplier is considered to be if the performance provided by the supplier has two or more defects, or if it does not meet the agreed or usual quality parameters of the performance. This does not affect the customer's right to claim a contractual penalty, the right to rectify defects and the right to compensation.
- 14.6. The customer is entitled to withdraw from the contract if:
  - a) the supplier loses the ability to provide the service;
  - b) the supplier assigns his rights under the contract without the prior written consent of the customer;
  - c) the supplier enters into a subcontract in violation of the terms of these GTC;
  - d) if a subcontractor who is a public sector partner and is not registered in the RPSP is involved in the performance of the contract or order;
  - e) the supplier has breached his obligation of professional secrecy;
  - f) the supplier seriously violates the obligations of safety and health at work, fire protection, environmental protection or internal directives and instructions of the customer to ensure safety. A serious infringement is considered to be an infringement which is objectively liable to endanger health, life, the environment and/or to cause significant damage, with damage amounting to EUR 20.000 (in words: EUR 20.000) being considered as serious damage);
  - g) the supplier has breached his obligation under point 6.1. j) GTC;
  - h) the supplier becomes insolvent or indebted;
  - i) the supplier has filed, as a debtor, a restructuring permit or a declaration of bankruptcy, or a bankruptcy petition has been filed against him, his assets have been declared bankrupt;
  - j) the court rejects the petition for bankruptcy of the supplier due to lack of his property to cover the costs of bankruptcy;
  - k) has gone into liquidation;



- l) a decision has been taken on the compulsory or voluntary dissolution of the supplier (except in cases of merger or amalgamation);
  - m) any other situation arises with the supplier which, according to the relevant legal regulations, means his bankruptcy.
- 14.7. The supplier is entitled to withdraw from the contract if:
- a) the customer is in arrears with the payment of the invoice more than sixty (60) calendar days;
  - b) interruption of work on the work according to point 9.3. of these GTC lasts more than six (6) months, but only if the work was not interrupted due to defective performance of the supplier.
- 14.8. Withdrawal from the contract is effective on the day of delivery of the written notice of withdrawal from the contract to the other party. In the event of withdrawal from the contract, the performance or part thereof, which was performed and paid by the time of withdrawal, remains the exclusive property of the customer. Upon withdrawal from the contract, the supplier is obliged to act in such a way as to prevent damage to the customer immediately and to take all necessary measures for this purpose. Withdrawal from the contract terminates all rights and obligations of the parties to the contract, except those listed in § 351 paragraph 1 of the Commercial Code.

#### **XV. Liability for damage**

- 15.1. Liability for damage is governed by the provisions of § 373 et seq. Commercial Code.
- 15.2. The supplier is obliged to compensate the customer for the damage within thirty (30) calendar days from the date of delivery of the statement of compensation to the supplier.

#### **XVI. Liability for defects and quality guarantee**

- 16.1. The supplier shall be liable for defects in the performance that the performance has at the time of its acceptance or provision, as well as for defects arising after taking over or providing the performance, if they were caused by a breach of the supplier's obligations. The conditions of liability for defects are governed by the relevant provisions of the Commercial Code.
- 16.2. Unless otherwise agreed, the supplier provides the customer with a quality guarantee for performance for the period specified in the contract. Unless otherwise agreed in the contract, the warranty period is twenty-four (24) months, in the case of constructions five (5) years. In the case of goods for which the supplier or manufacturer declares a longer warranty period, the warranty period thus declared applies. The conditions of the quality guarantee are governed by the relevant provisions of the Commercial Code. The warranty period does not expire for the period during which the customer cannot use the performance for the intended purpose for defects for which the supplier is responsible.
- 16.3. The customer will assert claims for defects in the form of a complaint. The customer may request the elimination of defects in the form of replacement of the object of defective performance or in the form of repair of the object of performance.
- 16.4. The Supplier is obliged to handle the complaint immediately, in complex cases no later than three (3) working days from the date of the complaint, in justified cases, especially if a complex technical assessment of the defect is required, within thirty (30) calendar days from the date of the complaint.
- 16.5. In the case of an outage contract according to point 6.7., the supplier is obliged to handle the complaint within twenty-four (24) hours (also on days off and on non-working days), no later than the end of the ZEVO – Thermal Waste Treatment Facility's outage, otherwise he is liable to the customer for the damage, including lost profits. If the outage has been terminated in the meantime, the supplier is obliged to remove the defects at the time specified by the customer during the next outage.

#### **XVII. Penalties**

- 17.1. In the event of a breach of the supplier's obligation to deliver, provide or perform the entire performance properly and on time according to the contract, the customer is entitled to demand from the supplier payment of a contractual penalty of 0.5 % of the performance price for each day of delay. In the event that it has been agreed to provide performance in integral parts and the supplier violates his obligation to deliver, provide or perform a comprehensive part of the performance properly and on time under the contract, the customer is entitled to demand payment of a contractual penalty of 0.5 % of the price for the relevant comprehensive the part of the performance to which such an infringement relates, for each day of delay commenced.
- 17.2. In the event of non-compliance with the contractually agreed time of performance specified in the outage contract, the supplier undertakes to pay the customer a contractual penalty of 5 % of the price of performance for each day of delay.. In the event that a provision of performance in integral parts has

been agreed and the supplier violates its obligation to deliver, provide or perform a comprehensive part of the performance properly and on time under the contract, the customer is entitled to demand payment of a contractual penalty of 5 % of the price for the relevant comprehensive part of performance, to which such an infringement relates, for each day of delay started.

- 17.3. In the event of non-compliance with the obligation to handle complaints about the performance of the outage contract in accordance with clause 16.5. of the GTC, the supplier undertakes to pay the customer a contractual penalty in the amount of 5% of the price of performance for each day of delay. In the event that a provision of performance in integral parts has been agreed and the supplier violates his obligation to deliver, provide or perform a comprehensive part of the performance properly and on time under the contract, the customer is entitled to demand payment of a contractual penalty of 5 % of the price for the relevant comprehensive part of performance, to which such an infringement relates, for each day of delay started.
- 17.4. In the event that the supplier violates the duty of confidentiality stipulated by these GTC, the supplier undertakes to pay the customer a contractual penalty in the amount of EUR 2.000 (in words: two thousand euros).
- 17.5. The supplier is obliged to pay the contractual penalty within thirty (30) calendar days from its implementation by the customer.
- 17.6. The supplier is obliged to pay the contractual penalty, even if he did not cause the breach of duty.
- 17.7. The supplier is obliged to pay the contractual penalty, even if the breach of the obligation did not cause damage to the customer.
- 17.8. A contractual penalty may be imposed in addition to a claim asserted for defects in performance and a claim for damages or a contractual penalty under a contract asserted for another reason.
- 17.9. Payment of the contractual penalty by the supplier does not affect the customer's right to compensation for damages exceeding the contractual penalty and to withdraw from the contract.
- 17.10. Payment of the contractual penalty or damages does not release the supplier from the obligation to deliver the proper performance. This does not apply if the customer has exercised his right to withdraw from the contract due to the supplier's delay, or the contract has otherwise terminated.

## **XVIII.**

### **Intellectual property rights**

- 18.1. Performance under the contract or part thereof may be in the nature of a copyright work, or may include one or more copyright works that have been created or whose creation has been provided by the supplier specifically for the purposes of performance of the contract (hereinafter "**copyright work**").
- 18.2. The supplier grants the customer an unlimited exclusive license to use the copyright work for all known ways of using the copyright work, including methods of use pursuant to § 19 par. 4 of the Copyright Act, for the entire duration of the property rights to it.
- 18.3. The supplier also provides the customer with irrevocable consent to make any changes or other interventions in the copyright work, including modification, decompilation, reverse translation of the copyright work and completion of the unfinished copyright work.
- 18.4. The customer is entitled to assign a license under this Article to use the copyright work and/or processed, modified and/or translated copyright work to third parties and is entitled to grant a sublicense within the scope of the license under this Article..
- 18.5. License, granting a consent to change the copyright and granting additional rights under this Article XVII. is granted for remuneration, which is included in the price for the subject of performance.
- 18.6. For the avoidance of doubt, the contractual parties confirm that the supplier also transfers to the customer all special rights of the database supplier pursuant to Section 135 of the Copyright Act, to the extent specified in this article.
- 18.7. The supplier declares and is responsible for the fact that he is entitled to license the copyright work to the extent provided for in this article and that he is not aware of any third party rights that would prevent the use of the copyright work or part thereof by the customer, including changes to the copyright work or part thereof. In the event that this statement of the supplier proves to be false, or in the event that a third party asserts any claim against the customer in relation to the copyright work, the supplier is obliged to eliminate such legal defect at his own expense, in particular, but not exclusively, to settle any claims. third parties, to realistically secure the rights to use the copyright work at least to the extent provided for in this Article by the customer and to compensate the customer for all damages incurred as a result of the above. In the event of a legal dispute, the supplier is obliged, at the request of the customer, to provide the customer with all necessary cooperation to protect his rights before the court.
- 18.8. The provisions of this Article do not apply to third-party software products or third-party databases that are available on the market as so-called standard software (or so-called "boxed" software - such as system software, operating software, etc.), and which was not created specifically for the customer.

## **XIX.**

## **Force majeure**

- 19.1. For the purposes of these GTC, force majeure is an exceptional event or fact:
- a) which is beyond the control of the contractual party,
  - b) against which the contractual party could not reasonably have secured himself before the conclusion of the contract,
  - c) which, after its occurrence, could not be properly avoided or averted by the contractual party, and
  - d) which cannot, in principle, be attributed to the other contractual party.
- 19.2. Force majeure may only include exceptional events or circumstances if the above conditions under point 19.1 of the GTC are met. Force majeure shall be recognized mainly in the cases such as:
- a) a dangerous disease pandemic;
  - b) legally imposed conditions restricting the movement of people, such as the obligation of quarantine, closure of areas, bans on the entry of foreign nationals into the territory of the state;
  - c) a declaration of an emergency situation, if the measures taken with its declaration have or may have an impact on the fulfilment of obligations of the supplier;
  - d) war, state of war (regardless of whether it was declared), invasion, other external hostilities, riots, terrorist acts, revolution, insurrection, armed attacks, or civil war in the country, civil disturbances, strike;
  - e) exposure to ammunition, explosive material, radioactive material, ionizing radiation, except where the use of these materials can be attributed to the supplier;
  - f) earthquakes, floods, volcanic activity, hurricane-intensity winds and other natural disasters with similar consequences or magnitude; and
  - g) a change in legislation which renders performance of the contract wholly or partly impossible or illegal.
- 19.3. If force majeure prevents or will prevent any of the contractual parties from fulfilling its obligations under the contract, this contractual party is obliged to notify the other contractual party of this fact without undue delay. A contractual party affected by force majeure shall not be liable for breaches of its obligations for as long as force majeure prevents or impedes its performance. The period of delivery of the performance or its individual parts shall be extended by a mutually agreed period, but at least by the duration of force majeure.

## **XX. Confidentiality**

- 20.1. The supplier is obliged to maintain the confidentiality of all data, information and documents of the customer, of which he learned or which were handed over or made available to him in connection with the performance of the contract. The supplier undertakes to treat such data and materials as confidential information and the subject of trade secrets.
- 20.2. The supplier may not provide the information according to point 20.1. of the GTC to third parties without a written consent of the customer.
- 20.3. It is not a breach of the duty of confidentiality to provide information to auditors, tax and legal advisers who are bound by a general professional duty of confidentiality laid down or imposed by a generally binding legal regulation. It is not a breach of the duty of confidentiality that the provision of information to public authorities whose right to provide information arises from generally binding legal regulations or persons through whom or with the help of which the contracting parties fulfil their obligations under the contract.

## **XXI. Communication**

- 21.1. Any notification or any other formal communication between the contractual parties shall be made in writing and shall be sent or delivered to the contractual party concerned in person, by registered mail or courier service.
- 21.2. Any notice or any other formal communication shall be deemed to have been duly delivered on the day of delivery of the consignment to the contractual party concerned if the consignment was delivered in person, by courier or post (as registered mail) or if the addressee refuses to accept the consignment on the day of refusal to accept the consignment. This shall apply mutatis mutandis to the case where the consignment was returned to the sender as undelivered, in which case the day of delivery shall be deemed to be the day on which the consignment was returned undelivered.

21.3. The normal communication of the contractual parties can also be carried out electronically. Unless otherwise agreed in these GTC, in the contract, this form of communication never applies to legal acts performed by the contractual parties.

## **XXII.**

### **Final provisions**

- 22.1. The contractual parties undertake to notify each other of changes concerning their identification and contact details stated in the contract, the subject of activity, entry into liquidation, or the commencement of proceedings pursuant to Act No. 7/2005 Coll. on Bankruptcy and Restructuring and on amendments to certain acts, as amended. In case of changes in the data stated in the contract header and changes in contact details, it is not necessary to conclude an addendum to the contract.
- 22.2. The supplier and its subcontractors are obliged to comply with all obligations arising from the Act on RPSP.
- 22.3. The supplier is obliged to sign and deliver to the customer's registered office the Anti-Corruption Clause published on the customer's website within seven (7) days from the date of signing the contract: <https://www.olo.sk/profil-spolocnosti/integrovaný-manazerský-systém/>.
- 22.4. Neither party may assign or transfer any or all of its rights or obligations under the contract to a third party without the prior written consent of the other contractual party.
- 22.5. These GTC, the contract and the relations arising from the contract or related to the contract are governed by the law of the Slovak Republic.
- 22.6. If any provision of the GTC or the contract becomes or is determined to be invalid, then such invalidity does not affect (as far as possible) the validity of the other provisions of the GTC or the contract. In such a case, the contractual parties shall immediately replace the invalid or unenforceable provision with a valid provision in order to achieve, to the maximum extent permitted by law, the same effect and result as was pursued by the replaced provision.
- 22.7. Unless otherwise stated in the contract, the contract becomes valid on the day of its signing by both contractual parties and effective on the day following the day of its publication on Central Register of Contracts (Centrálny register zmlúv) in accordance with § 47a of Act No. 40/1964 Coll. Civil Code as amended and § 5a of Act No. 211/2000 Coll. on Free Access to Information and on amendments to certain acts (Freedom of Information Act) as amended.
- 22.8. The contract may be amended only in the form of a written amendment to the contract, in compliance with the provisions of § 18 GPP, if it applies to the relevant contract or amendment to GPP.
- 22.9. All disputes arising out of or in connection with the contract shall be settled by the contractual parties primarily by mutual agreement. In the event that no agreement is or out-of-court settlement of the contractual parties is reached, the courts of the Slovak Republic are competent to decide disputes.

These GTC come into force on