

I&C Energo a.s.

GENERAL TERMS & CONDITIONS

ICE as the **CUSTOMER**
version 01/03/2018

I. OPENING PROVISIONS

- 1.1 The following are the General Terms & Conditions of I&C Energo a.s. (hereinafter "**ICE**") applicable for Suppliers which shall act as suppliers of Slovenské elektrárne, a.s. (hereinafter "**SE**") and thereby provide ICE as subcontractors with services (hereinafter the "**T&Cs**"); these General Terms & Conditions constitute an inseparable part of and annex to the purchase order/contract entered into between ICE and the Supplier (hereinafter the "**Contract**") and come into force along with the Contract. The individual provisions of the T&Cs shall not apply only if the Contract specifies otherwise (pursuant to Section 273(2) of Act No. 513/1991 Coll., Commercial Code, as amended, hereinafter the "**Commercial Code**") or if their application is expressly excluded in the Contract.

II. DEFINITIONS

- 2.1 I&C Energo a.s. shall be referred to as "**ICE**" regardless of its designation in the Contract.
- 2.2 For the purposes of the T&Cs, the entity providing ICE with services, performing work or actions, including delivery of goods, if applicable, related to the scope of the Contract, or delivering goods (hereinafter "**Performance**") on the basis of the Contract to which the T&Cs are attached as an annex, shall be designated as the "**Supplier**". The provisions of the T&Cs in which the designation "Supplier" is contained shall apply both to domestic and foreign suppliers.
- 2.3 For the purposes of the T&Cs, the "**Party**" shall refer to ICE or the Supplier and the "**Parties**" shall refer to both ICE and the Supplier.
- 2.4 On behalf of ICE:
- a) the person indicated in the Contract as the "*Contact Person*" or another person/other persons authorized by the Contact Person shall be authorized to act in any matters relating to the Contract,
 - b) the person(s) indicated in the Contract as the "*Contract Manager*" or another person/other persons authorized by the Contract Manager on behalf of ICE shall be authorized to act in any matters of Performance, which include the performance of Performance, monitoring of Performance tests, acceptance of Performance and so on. The rights and powers of the Contract Manager on the Customer's behalf shall not include the performance of legal acts relating to the Contract (e.g. filing complaints, contractual penalties, compensation for damage, etc.) without a valid authorization from ICE.
- 2.5 On behalf of the Supplier:
- a) the person indicated in the Contract as the "*Contact Person*" or another person/other persons authorized by the Contact Person shall be authorized to act in any matters relating to the Contract,
 - b) the person(s) indicated in the Contract as the "*Contract Manager*" or another person/other persons authorized by the Contract Manager on behalf of the Supplier shall be authorized to act in any matters of Performance, which include Performance, , monitoring of Performance, f the Performance tests, handover of Performance and so on, except for the handover of Performance which shall be subject to 9.4.4.
- 2.6 Each of the Parties is entitled to **change the Contract Manager or to delegate** any of the rights and powers **to another person** at any time and shall immediately inform the other Party thereof in writing. The scope of the delegated rights and powers shall be clearly defined.
- 2.7 For the purposes of the I&Cs, the price of Performance (hereinafter the "**Price**") shall be deemed to include:
- a) the total price of Performance without value-added tax (hereinafter "**VAT**"), as agreed in the Contract, if the scope of the Contract includes the delivery of Performance as a whole,
 - b) the price of an individual Deliverable without VAT, as agreed in the Contract, if the scope of the Contract includes the delivery of multiple separate Performance,
 - c) the price of Performance over a calendar month (or another agreed period of time) without VAT, as agreed in the Contract, if the scope of the Contract includes a Deliverable to be delivered repeatedly,
 - d) the price of Performance on the basis of a written request, without VAT, if the scope of the Contract includes the provision of Performance on the basis of written requests,
 - e) the price of Performance on the basis of a partial purchase order, without VAT, if the scope of the Contract includes the provision of Performance on the basis of partial purchase orders under master contracts.
- In case that:
- (i) it is a domestic Supplier who is not a VAT payer in the Slovak Republic (hereinafter "**Slovakia**"), or
 - (ii) the Supplier has its seat or place of business outside the territory of Slovakia and does not have a subsidiary in Slovakia pursuant to Act No. 222/2004 Coll., on Value-Added Tax, as amended (hereinafter the "**VAT Act**"), from which Performance are provided (hereinafter the "**Foreign Supplier**"),
- for the purposes of the T&Cs, the Price shall be in such cases considered to constitute the price defined in letters (a) to (e) of this clause, except for the text "Without VAT".
- 2.8 In case of Performance in the premises of SE, the General Technical Conditions in Slovenské elektrárne, a.s. (hereinafter the "**General**

Technical Conditions” or the **“GTCs”**) or the **Technical Safety Conditions for the MO34 Project** (hereinafter the **“TSCs”**), containing the specific conditions relating to Performance in the premises of SE (i.e. on the site and in the seat as well as plants), shall be attached to the Contract as an Annex.

III. LANGUAGE

- 3.1 The Czech language shall be the prevailing language version of all contract documents.
- 3.2 If the T&Cs or the Contract is drawn up in Czech as well as in English, the Czech version shall prevail in case of any discrepancy between the language versions. If the Contract is only drawn up in Czech and the Annexes to the Contract are drawn up in Slovak, it is not necessary to translate such Annexes into Czech, unless the Parties agree otherwise.
- 3.3 If the Supplier is based abroad and the Parties fail to agree on a different language of communication in the Contract, the Czech language shall be the language of communication.

IV. ENTERING INTO THE CONTRACT AND CHANGES

- 4.1 A draft Contract or a draft offer delivered to the Supplier by ICE shall not be deemed as an invitation to initiate Performance. The Supplier may initiate Performance only after the signing of the Contract and on the basis of and in accordance with the conditions laid down therein. In accordance with this clause of the T&Cs, ICE’s purchase order shall be deemed as a draft Contract. The Contract shall be signed by the Supplier’s written confirmation of acceptance of the purchase order and the conditions and requirements laid down therein.
- 4.2 It is only possible to change and amend the Contract or the T&Cs exclusively on the basis of an agreement between the Parties, in the form of an amendment to the Contract which incorporates the T&Cs.

Any changes or amendments to the Contract shall only be made on the basis of an Contract between the two Parties and in the form of written and numbered amendments to the Contract signed by the authorized representatives of both Parties, except for the following cases:

- a) change or amendment of Contract Managers made by the Party by a one-sided written notice in the installation log / building log / service log (hereinafter the **“Log”**) or another written notice to the other Party’s Contract Manager,
- b) change of the Supplier’s worker providing Performance, made by ICE’s Contract Manager by an entry in the Log or another entry on the basis of demonstrated fulfilment of requirements for the technical and professional qualifications by the Supplier.

V. INTERPRETATION

5.1 Severability of provisions

Each provision of the Contract shall be interpreted in a way that is effective and valid in accordance with the valid legislation. If, however, it is unenforceable, invalid or ineffective in accordance with the valid legislation, it shall be without prejudice to any other provisions of the Contract. In case of such unenforceability, invalidity or ineffectiveness, the Parties shall agree in writing on a solution that would preserve the context and purpose of the specific provision.

If any provision of the T&Cs is or becomes invalid in the future, the other provisions of the T&Cs shall remain fully valid.

- 5.2 The application of the Supplier’s general terms and conditions or any other general terms and conditions shall hereby be expressly excluded.
- 5.3 If the T&Cs or the Contract contains references to applicable legislation in force at the time of issue of this version of the T&Cs or the signing of the Contract and such legislation has been changed or replaced with other legislation during the term of the Contract, such references shall be deemed as references to the current wording of the legislation with which it has been replaced.

VI. COMMUNICATION

- 6.1 All notices and communication between the Parties under the Contract shall be carried out in writing, by registered post, express messenger service, fax or email and shall be deemed as properly delivered upon their delivery to the respective Party to the addresses or fax numbers specified by the Parties in the headers of the Contract, unless the text of the Contract contains addresses or fax numbers for delivery purposes.

A written notice shall also be deemed as delivered if:

- a) the Party rejects to accept the written notice – the notice shall be deemed as delivered on that date, or
- b) if the written notice is not delivered e.g. due to failure to pick up the notice within the pick-up period or if the addressee is not reached, is unknown or for another reason indicated by the post office on the envelope; the notice shall be deemed as delivered on the date of its deposit at the post office.

VII. PRICE, INVOICING AND PAYMENT CONDITIONS

7.1 Price

7.1.1 Unless agreed otherwise in the Contract and if the scope of Performance includes the delivery of multiple types of assets designed for separate technical or economic purposes, the Supplier is obliged to submit to ICE, **within 10 days** of signing of the Contract but no later than along with the delivery of the first invoice, details of the Price, broken down into individual tangible and intangible assets or components of tangible and intangible assets or groups of assets designed for separate technical and economic purposes, containing unit prices and all direct and indirect costs. The details of the Price shall contain, if relevant, separately the specific price of spare parts or other parts of Performance or the Price of Performance which is not part of the acquisition price of the tangible assets under valid Slovak legislation.

7.1.2 If the Supplier is also obliged to provide, in accordance with the Contract, training for ICE’s or SE’s staff, to be performed

before Performance is delivered, the price of the training shall be included in the Price but shall be enumerated in the details or calculation of the Price separately.

The training provided after the delivery of Performance shall be deemed as another separate Deliverable, i.e. the price of this training shall be stipulated in the Contract as a separate price.

7.1.3 If the Supplier is a VAT payer in Slovakia, the VAT shall be added to the Price at the rate determined by applicable legislation governing the amount of the VAT on the date of taxation, if applicable in accordance with the current wording of the VAT Tax.

7.1.4 **No Performance shall be provided free of charge** by the Supplier or by ICE.

7.1.5 The Price includes all costs associated with the performance of the Supplier's obligations, in particular:

- a) transport fees,
- b) costs of disposal or valuation of waste generated by the Supplier's activities pursuant to the Contract,
- c) costs of unloading of Performance on the delivery site,
- d) costs of insurance of the Supplier's liability for damage,
- e) costs of insurance of ICE's and SE's property that falls within the scope of Performance,
- f) costs of insurance of transport of Performance, if agreed in the Contract,
- g) customs duty,
- h) other taxes and customs fees,
- i) other import-related fees,
- j) fees related to product certification,
- k) administrative and similar fees collected by any public authority,
- l) price of documentation essential for using Performance or relating hereto,
- m) accommodation, food and transport of the Supplier's staff,
- n) training of the Supplier's staff in entry to and Performance in SE's premises.

7.1.6 If, in case of import of goods, the Supplier provides for the transport of such goods (to Slovakia's national border or to the place of destination in Slovakia) and ICE provides for the customs clearance of such goods, the Supplier is obliged to provide ICE, for the purposes of the customs proceedings, with information on the transport price no later than on the date of loading of the goods onto the means of transport, unless the transport price is indicated in the Contract.

7.1.7 Unless agreed otherwise in the Contract, the Price under the Contract is fixed, full, unchanging and binding and the Supplier guarantees its integrity until the delivery of Performance also if, during the delivery of Performance the need for actions not foreseeable at the time of signing of the Contract arises.

7.2 Invoicing conditions

7.2.1 The Price shall be paid on the basis of an invoice issued by the Supplier and delivered to ICE. The invoice shall be made in accordance with the applicable legislation and shall meet the requirements stipulated in 7.2.13.

7.2.2 The Supplier shall issue an invoice containing VAT only in case that at the time of taxation it is a VAT payer, it is subject to taxation upon delivery of Performance and is an entity liable to pay VAT.

7.2.3 The Supplier's invoice shall be issued and ICE's payment shall be made **in EUR**, unless a different currency is agreed in the Contract.

7.2.4 If the Price agreed in the Contract is based on an hourly rate, the Supplier is entitled to invoice only the time actually spent to provide ICE with Performance. The Supplier shall not invoice the price of the time needed for work breaks, transport of staff, equipment for entrances to SE's site, etc. to ICE.

7.2.5 All Performance provided by the Supplier beyond the framework agreed in the Contract shall be approved in advance by ICE. ICE is not obliged to accept or pay for any Performance performed prior to such an approval.

7.2.6 If a unit price of Performance is agreed in the Contract and, at the same time, the Contract or its annexes indicate the number of units of the respective Deliverable, the Supplier is not entitled to exceed the number of units of the Deliverable without ICE's prior written approval. ICE is not obliged to accept or pay for any Performance exceeding the number of units indicated in the Contract, made without any such approval. In that case ICE is entitled to return the invoice to the Supplier.

7.2.7 The invoice for the delivered Performance shall be issued on the basis of:

- (i) a detailed breakdown of Performance in the form of an acceptance report pursuant to 9.4.1 (hereinafter the "**Acceptance Report**") if the Contract stipulates invoicing after the acceptance of the respective separate Deliverable, including Deliverable on the basis of a written request, or
- (ii) a detailed breakdown of Performance during the entire period of time for which invoicing and payment is agreed in the Contract (hereinafter the "**Invoicing Period**"), confirmed by ICE, in case of repeatedly delivered Performance or Performance for which gradual invoicing is arranged in the Contract. Depending on the nature of Performance, a detailed breakdown of Performance may also refer in such cases to e.g. a report on fulfilment of a payment milestone (hereinafter

the "Milestone Report"), an interim report on Performance (hereinafter the "Interim Report"), an acceptance report, a copy of entries from the installation / building log or the service log or service statement or the statement of hours worked.

- 7.2.8 The invoice shall contain the following integral parts:
- (i) copy of the **Acceptance Report** or the **Milestone Report** confirming Performance under the Contract or the **Interim Certificate** confirming the scope of the delivered Performance during the specific Invoicing Period,
 - (ii) details of the Price under 7.1.1, as applicable,
 - (iii) copy of an entry in the Log or breakdown of the delivered materials, as applicable.
- 7.2.9 If the Contract does not stipulate another method and time of invoicing of the Price, the Supplier is obliged to issue the invoice for Performance as follows:
- (i) **in a single invoice**, i.e. after provision of the entire scope of Performance – no later than within 10 days of confirmation of the provided Performance by ICE, or
 - (ii) **separately**, i.e. after provision of each separate Deliverable – always no later than within 10 days of confirmation of each provided separate Deliverable (indicated in the Contract or in individual written requests) by ICE, or
 - (iii) **continuously** (in case Performance is provided repeatedly or partially), i.e. after expiry of each Invoicing Period agreed in the Contract – always no later than within 10 days of confirmation of the scope of Performance provided during the Invoicing Period; in that case the date of delivery shall refer to the last day of the Invoicing Period, or
 - (iv) based on a payment schedule agreed in the Contract, or
 - (v) no later than within 10 days **of acceptance of the payment** by the Supplier prior to the delivery of Performance.
- 7.2.10 As regards Performance accepted by ICE during the calendar month, the Supplier is entitled to issue an **aggregate invoice** in accordance with the VAT Act within 15 days of the end of the calendar month.
- 7.2.11 If the Supplier also provides Performance to ICE's organizational unit, the Supplier is obliged to issue a separate invoice for Performance provided to that organizational unit. The separate invoice shall contain the VAT Registration Number allocated to ICE's organizational unit.
- 7.2.12 Specific invoicing conditions:
- (i) if a payment is agreed for partially or repeatedly delivered Performance (other than as specified in the following clause) over a period of time longer than 12 calendar months, Performance shall be deemed as delivered on the last day of each 12th calendar month until the delivery is finished, i.e. the Supplier is obliged to issue an invoice within 10 days of each such date of delivery,
 - (ii) if services or goods are provided with installation partially or repeatedly during a period of time longer than 12 calendar months and the payment is agreed for a period of time longer than 12 calendar months and the place of delivery is a facility of SE and, at the same time, ICE is obliged to pay the VAT, such services or goods with installation shall be deemed as delivered on the last day of each calendar year until the delivery of the services or goods with installation is over, i.e. the Supplier is obliged to issue an invoice within 10 days of each such date of delivery.
- The conditions laid down in these two cases shall only apply to the application of VAT and not to the payment of the invoice. The payment shall be made only after the actual delivery of Performance within the maturity term specified in 7.3.1 or indicated in the Contract.
- 7.2.13 In addition to the data specified in the applicable legislation, each invoice shall also contain the:
- (i) number of the Contract or ICE's purchase order,
 - (ii) Common Customs Tariff code in case of delivery of goods or if the delivery of goods is part of the delivered Performance,
 - (iii) 6-digit service code under the statistical classification of products by activity (CPA), section F Constructions and Construction Work, in case that Performance performed between domestic VAT payers with the place of delivery in Slovakia (delivery of construction work, delivery of construction or its part, delivery of goods with installation if installation is in section F) falls into section F; this does not have to be indicated in the invoice if it is indicated in the Acceptance Report which forms an integral part of the invoice,
 - (iv) date of issue of the invoice,
 - (v) maturity term of the invoice pursuant to 7.3.1,
 - (vi) designation of the bank and the Supplier's account number,
 - (vii) signature of a representative authorized to act on the Supplier's behalf.

7.2.14 The Supplier is obliged to deliver the invoice to ICE no later than **within 5 days** of its issue.

7.2.15 The Supplier is obliged to send invoices for ICE to the following address:

I&C Energo a.s.
Pražská 684/49
674 01 Třebíč

Czech Republic

or to another address specified by ICE in writing in the header of the Contract/purchase order, or to the email address **kpsotova@ic-energo.eu**.

- 7.2.16 If the Supplier sends the invoice to another address than as indicated pursuant to 7.2.15, the maturity term shall not start until the respective invoice is delivered to the address specified or indicated pursuant to 7.2.15 above.
- 7.2.17 The Supplier is obliged to deliver a written notice of change of its bank account indicated in the invoice to ICE, at the address pursuant to 7.2.15, **no later than 14 days** before the maturity of the invoice, in case of:
- (i) change of bank,
 - (ii) establishment of the right of lien on the receivables, or
 - (iii) formal deficiencies (e.g. incorrect, incomplete bank account, etc.),
- and the signature of the Supplier's representative in the notice shall be authenticated.
- 7.2.18 If the Supplier fails to meet the reporting obligation under 7.2.17, the day of fulfilment of ICE's financial obligation shall refer to the date on which the payable amount is debited to ICE's account regardless of whether the finance is credited to the Supplier's account.

7.3 Payment conditions

- 7.3.1 **The maturity term of the invoice shall be 60 days from the date of delivery of the invoice to ICE.** The date of delivery of the invoice is the date indicated in ICE's stamp in the address as specified in 7.2.15. The maturity term of the invoice shall start on the day following the delivery of the invoice to ICE. If the last day of the maturity term of the invoice is a bank holiday, the invoice shall be payable by the next working day. The date of fulfilment of ICE's financial obligation shall refer to the date on which the payable amount is debited to ICE's account.
- 7.3.2 The payment shall be made in full to the account number specified in the invoice or in the notice pursuant to 7.2.17 no later than on the invoice maturity date. If the invoice does not meet the requirements specified by the applicable legislation or if the data in the invoice do not comply with the conditions agreed in the Contract/T&Cs, ICE is entitled to return the invoice to the Supplier without payment. In that case the invoice maturity term shall cease to run. ICE is obliged to give a reason for returning the invoice. The invoice maturity term shall start again on the date of delivery of a corrected (new) invoice that meets the requirements of generally binding legislation and the Contract.
- 7.3.3 All banking expenditures and fees of the correspondent banks and the Supplier's bank shall be borne by the Supplier.
- 7.3.4 If ICE is in default in paying the invoice, the Supplier may claim default interest from ICE in the amount of 0.01% of the due amount for each day in default, but no more than 5% of the invoiced amount in total.

VIII. TAX CONDITIONS

- 8.1 During the term of the Contract the Supplier is obliged to inform ICE in writing of the date of cancellation of registration as a VAT payer as well as the date of registration as a VAT payer **without any delay** after such a date.
- In addition, the Supplier is obliged to inform ICE in writing, **within 5 working days**, of any changes concerning its tax situation and tax obligations, in particular:
- a) establishment/dissolution of a subsidiary for VAT;
 - b) publication of the Supplier in the List under 8.5;
 - c) establishment/dissolution of a permanent subsidiary for income tax;
 - d) payment of advances on the income tax.

The following provisions of 8.2, 8.3 and 8.4 shall apply to **Foreign Suppliers**:

- 8.2 The Foreign Supplier is obliged to provide ICE with information required in the Statement of Tax Situation and Connections form no later than by the signing of the Contract.
- If the accuracy, completeness or truthfulness of the facts mentioned above changes during the term of the Contract on the basis of any influenceable or non-influenceable facts, the Foreign Supplier undertakes to inform ICE thereof in writing **without undue delay**, no later than within 5 working days of the change; otherwise ICE shall consider them valid, true and complete on the date of taxation of the Foreign Supplier.
- 8.3 If the Foreign Supplier is a resident of a non-EU country and has a subsidiary in Slovakia and pays income tax advances in Slovakia, it is obliged to submit confirmation of payment of the advances by the Bratislava Tax Authority without any delay after the signing of the Contract or after the fact concerned occurs (hereinafter the "**Confirmation**"). The Foreign Supplier is obliged to submit the Confirmation in every subsequent calendar year during which it provides Performance to ICE. If the Foreign Supplier fails to submit this document, ICE shall apply tax security in accordance with the Income Tax Act.
- 8.4 **Withholding tax**

The price and payment conditions specified in the Contract do not and shall not include any withholdings. If payments to the Foreign Supplier are subject to a tax collected by withholding pursuant to the Income Tax Act and the respective contracts to prevent double taxation, ICE shall accordingly reduce the payments by the respective amounts under the applicable contract to prevent double taxation and the Income Tax Act. In that case ICE shall request confirmation of the withheld tax from the competent tax authority in Slovakia and submit it to the Foreign Supplier. The Foreign Supplier is obliged to provide ICE with any cooperation to exercise ICE's rights and claims under this clause.

The Foreign Supplier is not entitled to request compensation from ICE with respect to the payment of the withholding tax by ICE but may request compensation from the competent tax administrator.

The Foreign Supplier is obliged to make efforts to identify payments included in the Price that could be subject to withholding tax and to specify their unit price. In case of doubt or lack of cooperation from the Foreign Supplier, ICE is entitled to withhold its withholding tax from the entire Price unless the Foreign Supplier demonstrates sufficiently that the withholding tax under the Income Tax Act and the respective contract to prevent double taxation should not be exercised or specifies the respective part of the invoiced Price subject to the withholding tax.

The following provisions of 8.5 apply to **VAT payers in Slovakia**:

8.5 **Guarantee for VAT**

The Supplier represents and undertakes to submit a regular tax return on the VAT and, in case of the obligation to pay the VAT, to pay it to the local competent tax authority within the specified maturity term. The Supplier represents that it does not intend to refrain from paying the VAT with respect to Performance under the Contract or to reduce the tax or otherwise elicit a tax benefit and does not intend to be in a position in which it would not be able to pay this tax.

If the Supplier is published in the list specified in Section 69(15) of the VAT Act on the webpage of the Financial Directorate of the Slovak Republic (hereinafter the "**List**"), ICE is entitled to withhold a sum in the amount of the VAT from each of the Supplier's invoices for Performance under the Contract with the delivery date no earlier than on the date of publication of the Supplier in that List. If ICE withholds the VAT, it shall inform the Supplier thereof in writing.

ICE is entitled to pay the withheld VAT sum to the Supplier's dedicated account, kept with the competent tax authority (hereinafter the "**Supplier's Dedicated Account**"). The Supplier is obliged to provide ICE in writing, no later than within 5 working days of withholding the VAT by ICE, with all information necessary to carry out the payment of the VAT by ICE to the Supplier's Dedicated Account, namely: number of the Supplier's Dedicated Account, taxation period for which the VAT should be paid and the number of the invoice applicable to that taxation period. If ICE pays the VAT to the Supplier's Dedicated Account, it shall inform the Supplier thereof.

If the Supplier fails to provide ICE with all the data mentioned above duly and in time, ICE shall be entitled to require a **contractual penalty of EU 1,000**. The contractual penalty shall be paid within the term specified in 15.17. ICE shall cover its claim for the contractual penalty from the next payable of ICE recorded with respect to the Supplier in its accounting records.

ICE shall return to the Supplier the withheld VAT sum, except for VAT paid by ICE to the Supplier's Dedicated Account, no later than within 7 working days of the date of delivery of the Supplier's written request for return of the withheld VAT, sent to ICE's invoicing address under 7.2.15, under the following conditions:

- (i) if a written statement of the competent tax authority that the tax authority does not record any other tax arrears against the Supplier is attached to the request, or
- (ii) the Supplier delivers the request no later than after expiry of the right to levy tax in accordance with Section 69 of Act No. 563/2009 Coll. on tax administration (Tax Code), as amended, or other applicable legislation governing the right to levy tax. In its request the Supplier is obliged to indicate when the right to levy tax expired separately for each individual VAT sum withheld.

If, in spite of VAT payment by ICE under the provisions above, the tax authority decides to impose on ICE, as the guarantor, the obligation to pay the VAT considered as unpaid tax under Section 69b of the VAT Act (hereinafter the "Unpaid Tax") and ICE pays this Unpaid Tax on the Supplier's behalf, the Supplier is obliged to reimburse this paid tax to ICE no later than within 8 days of delivery of ICE's written notice.

The following provisions of 8.6 shall apply to **Foreign Suppliers based outside the EU**:

8.6 **Tax security**

If ICE becomes obliged to withhold tax security from the Price, ICE shall withhold the sum of the tax security from the invoiced Price under the Income Tax Act and pay the Foreign Supplier the invoiced Price less the mentioned security. ICE shall not withhold the tax security from the Price if the Foreign Supplier delivers to ICE the original confirmation of tax advance payments under Section 34 or 42 of the Income Tax Act, issued by the competent tax authority.

If the Foreign Supplier fails to submit the written confirmation as specified above and ICE becomes obliged to withhold the tax security from the Price, ICE:

- a) is entitled to withhold the tax security from the invoiced Price in accordance with Section 44(2) of the Income Tax Act and pay the Foreign Supplier the Price or part of the Price less the sum of this tax security, and
- b) shall provide the Foreign Supplier with documentation (confirmation of the withheld tax security submitted to the competent tax authority) which the Foreign Supplier may use to set off this payment against its tax obligation in Slovakia.

In other cases when the activities of the Foreign Supplier do not require the establishment of a permanent subsidiary in Slovakia, the application of the tax security shall be assessed individually on the basis of the nature of Performance in accordance with the Income Tax Act and the respective contract to prevent double taxation.

The Foreign Supplier is not entitled to request compensation from ICE with respect to the payment of the tax security by ICE but may request compensation from the competent tax administrator.

8.7 If, for the purposes of Performance or as part of removal of defects to Performance, ICE's assets are transported by ICE or at its cost outside Slovakia where Performance or removal of defects take place and after Performance or removal of defects to Performance ICE's assets are returned to Slovakia, the Supplier is obliged to provide the following documents for the purposes of the VAT:

- a) transport documents or other shipment documents indicating the place of destination, demonstrating the shipment of ICE's assets from Slovakia to an EU member state as well as their return from the EU member state to Slovakia if the transport of ICE's assets is secured by the Supplier through another person, or

- b) written confirmation of acceptance of ICE's assets by ICE's Contract Manager if the transport of SE's assets is carried out by the Supplier, and other documents demonstrating the transport of ICE's assets required by ICE.

The Supplier is obliged to deliver such documents to ICE:

- a) in case of transport of ICE's assets for the purposes of Performance – no later than together with the invoice issued for such Performance,
- b) in case of transport of ICE's assets for the purposes of removing defects to Performance – no later than by the acceptance of ICE's assets back by ICE.

In case of breach of the Supplier's obligation under this clause, ICE is entitled to require a contractual penalty from the Supplier under 15.5.

- 8.8 The Supplier undertakes to be fully responsible for calculations, reporting, tax returns and payment of all of its current and future financial and other tax obligations, including the income tax, VAT and other taxes, fees and deductions (or applicable penalties, fines and interests) arising from the Contract under any legal jurisdiction, in Slovakia or elsewhere. The Supplier shall not exercise any rights against ICE in relation to the issues above.

IX. PERFORMANCE

9.1 Place of delivery of Performance

9.1.1 The place of delivery of Performance shall be always agreed in writing between ICE and the Supplier, unless the Contract specifies otherwise. The areas for Performance in ICE shall be specified in the Contract or purchase order or in a written agreement between ICE and the Supplier (hereinafter the "**Areas for Performance**")

9.1.2 If the Supplier provides Performance in SE's buildings or in ICE's Areas of Performance, the Supplier acknowledges that SE or ICE may provide the Supplier with:

- (i) buildings in the form of site installations, offices or other areas,
- (ii) electricity, technical gases, compressed air, water, etc.

reimbursement under a special contract/contracts.

9.1.3 When the Supplier's staff enter or leave, ICE and SE are entitled to perform personal inspections of items and materials brought or removed.

The Supplier shall not bring the following into SE's premises and in the Areas for Performance :

- a) all types of weapons, ammunition, explosives, explosive systems and imitations,
- b) alcohol, narcotic and psychotropic substances,
- c) unidentifiable biological and chemical substances,
- d) photographic apparatus and cameras without permission,
- e) items obviously not associated with working activities.

The Supplier shall not remove the following from SE's areas and from the Areas for Performance without permission:

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

In case of breach of the prohibition under this clause, ICE is entitled to require a contractual penalty from the Supplier under 15.9.

9.1.4 The Supplier's staff are obliged to comply with the ban on alcohol and narcotic and psychotropic substances. When the Supplier's staff enter the areas, ICE is entitled to test them for the presence of alcohol or use of narcotic or psychotropic substances. Refusal to take the test for the presence of alcohol or use of narcotic or psychotropic substances shall be deemed as a positive result. In case of a positive result ICE is entitled to apply penalties under 15.10.

9.1.5 If ICE so requires, the Supplier is obliged to inform ICE, no later than on the date of commencement of Performance under the Contract, of the names and email addresses of those of the Supplier's representatives who are to be granted access to SE's information system in order to perform obligations solely in accordance with contractual conditions. Access to SE's information system is established in accordance with the authorization procedures valid in SE.

9.1.6 If the Areas for Performance is not located in SE's areas, the Supplier is obliged to allow ICE's staff or persons appointed by ICE to access the Areas for Performance to inspect them for due Performance.

9.2 Inspections, tests and verifications

9.2.1 ICE or SE, as applicable, are entitled to inspect the proper performance of the Supplier's obligations under the Contract and the T&Cs at any time during the provision of Performance under the Contract. If, on the basis of the inspections during the performance of the Performance under the Contract, Performance turn out to have defects or deficiencies, the Supplier is obliged to remove such defects and deficiencies at its expense within the term specified by ICE or SE, as applicable.

9.2.2 Prior to the handover of Performance ICE is entitled to require a preliminary inspection of Performance. The Supplier and ICE shall agree on a date of the preliminary inspection of Performance to determine whether Performance meets the requirements laid down in the Contract. The Supplier and ICE shall draft a report on the preliminary inspection of Performance, signed by authorized representatives of the Supplier and ICE, recording the results of the preliminary inspection

of Performance and data on whether Performance meets the requirements laid down in the Contract, or the Supplier's and ICE's statement on the proper completion of Performance.

- 9.2.3 If, on the basis of the preliminary inspection, Performance is found not to meet the requirements specified in the Contract or the T&Cs, ICE is entitled to require removal of defects to Performance and specify a term within which the Supplier shall remove the defects. After expiry of the term for removing defects in Performance hereunder, ICE is entitled to perform another inspection of Performance. If the defects in Performance are not satisfactorily removed by the Supplier, ICE is entitled to withdraw from the Contract due to material breach of the Contract by the Supplier, unless it specifies another term for removing the defects in Performance.
- 9.2.4 Performance of preliminary inspections of Performance and any removal of defects in Performance, if necessary, under this clause shall not release the Supplier from its obligation to deliver Performance within the term specified for this purpose and from its responsibility for the proper and timely delivery of Performance and the contractual and statutory claims of ICE arising from the Supplier's default in delivering Performance shall remain in force, unless ICE and the Supplier agree otherwise.
- 9.2.5 If agreed in the Contract, the Supplier is obliged to carry out tests or technical inspections of Performance prior to their delivery (hereinafter the "**Tests**") to determine if Performance meets the requirements for quality and workmanship and whether it meets the conditions laid down in the Contract. The Supplier is obliged to submit the result of the Tests to ICE at the time of delivery of Performance at the latest. ICE is entitled to require an auditor's report from the Supplier.
- 9.2.6 Unless agreed otherwise in the Contract, the ICE's Contract Manager should attend the Performance Tests and the Supplier is obliged to report to ICE the place and date of the Tests **no later than 14 days** before the planned date of the Tests, or in another mutually agreed term specified in writing in the installation log.
- If ICE's Contract Manager fails to attend the Tests at the specified time, the Supplier may perform the Tests in ICE's absence and is obliged to inform ICE of the result of such Tests without undue delay.
- 9.2.7 The costs of the Performance Tests shall be borne by the Supplier. In case of performance of complex Performance Tests, the respective provisions of the GTCs or TSCs shall apply.
- If the Tests are not performed within the agreed term due to the Supplier's fault or if the result of the Performance Tests is nonconforming, the Supplier is obliged to reimburse to ICE all the costs incurred in this respect.
- 9.2.8 The performance of Tests in ICE's presence shall not release the Supplier from its responsibility for defects identified after Performance is handed over.
- The performance of an inspection or Tests shall not be a reason for late delivery of Performance.

9.3 **Conditions of delivery and acceptance of Performance**

9.3.1 **Term for delivery and acceptance of Performance**

If there is a risk that the Supplier fails to deliver Performance within the term specified in the Contract, it is obliged to notify ICE thereof in writing without undue delay after it learns of this fact and is obliged to take all measures to accelerate the performance of Performance. This notification shall contain the reasons for the delay and the expected date of delivery of Performance.

If the Supplier fails to take the measures under this provision or the Supplier's measures turn out to be insufficiently effective and Performance is not accelerated, ICE is entitled to take measures to accelerate Performance itself, including withdrawal of any part of Performance from the Supplier and commissioning a third party to perform them, with the reasonable costs of such measures being borne by the Supplier. ICE is entitled to exercise or set off such costs on the basis of a special invoice delivered to the Supplier. For the avoidance of doubt, ICE is entitled to set off all increased costs and expenses associated with the withdrawal of performance of any part of Performance and its commissioning to a third party against the Price or to require their reimbursement (e.g. difference in the price of the withdrawn part of Performance which is then commissioned again, incurred damage, other incurred costs, penalties, if applicable, etc.).

Any costs incurred by the Supplier due to failure to meet the term for Performance or Payment Milestones or in connection with ensuring their proper and timely fulfilment (e.g. overtime, shift work, increased deployment of machinery, irrational supply of materials, increased workload, etc.) shall be always borne by the Supplier. The price shall remain unchanged in such cases.

If the Supplier properly completes Performance or their part in accordance with the Contract and its annexes prior to the agreed term of Performance or the Payment Milestone, ICE is entitled but not obliged to accept Performance or a part thereof at a later date suggested by the Supplier.

If the commencement or progress of performance of Performance is delayed due to other reasons, such as reasons exclusively on the part of ICE, individual terms for Performance or the Payment Milestones shall be properly met without any claim for an increase of the agreed Price.

If the commencement of Performance (or its progress) is delayed due to reasons solely on the part of ICE **by more than 30 working days**, the Supplier is entitled to move all the subsequent terms for Performance or the Payment Milestones by the same number of days by which the commencement or progress of Performance is moved on the part of ICE. Any penalties applied against the Supplier shall remain in force also in case of application of the new terms for Performance or the Payment Milestones.

The Supplier is obliged to inform ICE in writing, sufficiently in advance, of the term when the Supplier shall be ready to complete and hand over Performance and to invite ICE in writing to accept each Deliverable under the Contract **at least 10 working days** before delivery of Performance.

9.3.2 **Materials and equipment**

If the scope of Performance or a part thereof includes the delivery of goods, the Supplier is obliged to package such Performance or prepare them for transport in a manner common for such Performance in ordinary business practice or, if no such manner can be determined, in a manner necessary to preserve and protect Performance. The Supplier undertakes to remove any packages from the delivered Performance if SE or ICE so request.

Unless the Contract specifies otherwise, the conditions concerning the delivery of goods from abroad shall be governed exclusively by international rules for the interpretation of INCOTERMS 2010 delivery conditions, using the parity clause "**DDP**", with the place of delivery indicated in the Contract.

The Supplier is obliged to insure the transport of the goods.

If the nature of the goods to be delivered as part of Performance requires permission under the applicable legislation, the Supplier is obliged to provide for such permissions at its own expense.

ICE is entitled to require an extension of the delivery term for Performance. In that case ICE and the Supplier shall agree on their respective shares of the costs of further storage.

9.3.3 **Chemical substances and chemical mixtures**

The provisions of this clause shall only apply to the Suppliers of chemical substances or chemical mixtures (hereinafter "**Substances**" or "**Mixtures**") to SE.

The Supplier of Substances or Mixtures to SE is obliged to deliver the Material Safety Data Sheet (hereinafter the "**MSDS**") in Slovak along with the delivered Substance or Mixture. In case of non-hazardous Substances or Mixtures, the Supplier may only submit a statement that the delivered Substances or Mixtures are not classified as hazardous.

The expiration time of the Substances or Mixtures shall be specified by the manufacturer or the Supplier directly on the package of the Substance or Mixture. In reasonable cases (if the Substances or Mixtures are liquid and are delivered in large-volume tanks or bulk), the expiration time may be specified in the attestation, certificate or directly in the MSDS.

Based on an additional written request by ICE, the Supplier is obliged, **within 10 days** of delivery of the written request, to deliver to ICE's Contract Manager additional supporting documents specified in ICE's written request (e.g. attestation, technical specifications, technical sheet, certificate, purpose of use, authorization, other specific requirements for quality and purity, type of product, if applicable).

The Supplier is obliged to make sure that the marking of packages of Substances or Mixtures complies with the applicable legislation (Act No. 67/2010 Coll. on the conditions for the marketing of chemical substances and chemical mixtures, as amended, (hereinafter the "**Chemicals Act**") and Regulation (EC) No.1272/2008 on classification, labelling and packaging of substances and mixtures (CLP)). The marking and documentation of Substances and Mixtures shall be made in Slovak.

9.4 **Acceptance of Performance**

9.4.1 ICE shall accept Performance in the form of a written Acceptance Report provided that:

(i) in case of deliveries of goods, the Acceptance Report shall refer to the bill of delivery containing a breakdown of individual items delivered under the Contract and the respective quantities, confirming the acceptance of the delivery by ICE and indicating the date of acceptance of the goods by ICE, including the name, surname, signature of the person accepting the goods, and handover of the goods by the Supplier, and also containing information on the Common Customs Tariff code of the goods,

in case of delivery of the goods from outside Slovakia, the bill of delivery shall contain the:

- a) Common Customs Tariff code,
- b) country of origin of the goods,
- c) net weight of the goods,
- d) date and place of loading of the goods by the Supplier,
- e) date of delivery of the goods by the Supplier in the Place for Performance

(ii) in case of other types of Performance, the Acceptance Report shall refer to a document containing a detailed breakdown of Performance, i.e. a breakdown of individual items delivered under the Contract and the respective quantities,

(iii) in case of Performance between domestic VAT payers with the place of delivery in Slovakia, falling in Section F (Constructions and Construction Work) of the statistical classification of products by activity (CPA), the Acceptance Report shall contain, in addition to the aforementioned, also a 6-digit service code under the statistical classification of products by activity (CPA), Section F Constructions and Construction Work; this value does not have to be indicated in the Acceptance Report if it is contained in the invoice.

The Acceptance Report signed by ICE and the Supplier documents fulfilment of the scope of the Contract, i.e. confirms that Performance has been made in the quantity and quality defined in the Contract.

The Acceptance Report shall be made at least in two original copies, at least one of them for the Supplier and one for ICE.

Any statement of the Supplier on the delivered Performance shall be recorded in the Acceptance Report. SE may directly accept Performance in the form of the procedure specified above on behalf of ICE.

9.4.2 If, for the purposes of Performance in SE's premises, the Supplier's staff have been assigned entrance identification cards (hereinafter "**Entrance ID Cards**") issued by SE, the Acceptance Report on the handover and acceptance of the last

Deliverable made on the basis of the Contract shall indicate the number of Entrance ID Cards not returned by the Supplier's staff by the date of acceptance of Performance. In that case ICE is entitled to apply **retention money** from the Supplier in the amount of the multiple of the number of Entrance ID Cards not returned and the sum of the contractual penalty for failure to return the Entrance ID Cards in the amount of **EUR 30**. ICE shall apply the retention money in this calculated amount until it is returned to last Entrance ID Card. ICE is obliged to release the retention money within 30 calendar days of the return of the last Entrance ID Card.

- 9.4.3 The Supplier is obliged to invite ICE in writing to accept each Deliverable under the Contract **at least 10 working days** before the delivery of the Deliverable.
- 9.4.4 If Performance is delivered on behalf of the Supplier by another person than an authorized person under 2.5b), that person is obliged to submit to ICE, upon the commencement of delivery of Performance at the latest, a written authorization signed by the Supplier's statutory body that it is entitled to negotiate and act in the process of delivery of Performance on the Supplier's behalf.
- 9.4.5 The Supplier is obliged to submit to ICE, no later than upon acceptance of Performance by ICE:
- (i) documents necessary for the acceptance and use of Performance as well as other documents specified in the Contract and in the technical specifications if attached to the Contract (e.g. all certificates of conformity, reports and certificates of tests of equipment assembled, installed or made by it) in Slovak, at least to the extent stipulated in the applicable legislation of Slovakia,
 - (ii) instructions for operation, repairs and maintenance of equipment to the extent stipulated in the applicable legislation of Slovakia, where the instructions and labels for control panels of the equipment shall be in Slovak,
 - (iii) the respective technical documentation, attestations for materials used for Performance and certificates of performed tests and, if applicable, other deeds as prescribed by generally binding legislation or applicable technical regulations, if agreed in the Contract or if required by ICE or their delivery is normal with respect to the nature of Performance.
- 9.4.6 If ICE accepts Performance with Minor Defects specified in greater detail in 14.11, ICE is entitled to apply **retention money** in the amount of **10% of the Price of Performance**. ICE is obliged to release the retention money within 35 calendar days of removal of the Minor Defects.
- 9.4.7 For the avoidance of doubt, ICE undertakes to accept Performance and issue the Acceptance Report only if
- (i) Performance can be used for the specified purpose without any limitations, safely and in accordance with the applicable legislation,
 - (ii) the Supplier has met all of its obligations under the Contract and the T&Cs, has successfully passed all Tests and delivered the documentation to ICE under 9.4.5,
 - (iii) the Parties have agreed on the final scope of Performance and the final Price of Performance, and
 - (iv) Performance has been made in accordance with the Contract and the T&Cs without defects and backlogs, except for cases when Performance is accepted with Minor Defects under 9.4.6 and 14.11.
- 9.4.8 If Performance is not accepted for reasons stipulated in 9.4.7, Performance has defects and the procedure under XIV shall apply.

9.5 **Transfer of title**

9.5.1 **Materials and equipment**

Performance subject to acceptance shall be transferred to ICE's ownership with all rights and obligations arising therefrom at the time of acceptance of Performance upon signing the Acceptance Report. The risk of damage to Performance shall also be transferred to ICE at the time of acceptance of Performance.

9.5.2 **Work**

Unless agreed otherwise in the Contract, if the Supplier's Performance includes the execution of an object in the Supplier's premises, the title to the object and the risk of damage thereto shall be transferred to ICE at the time of its acceptance pursuant to the Contract.

Unless agreed otherwise in the Contract, if the Supplier's Performance include the execution of an object in SE's premises or in premises provided by SE, the title to individual materials, components, products and other parts of the object executed, used by the Supplier to execute the object shall be acquired by ICE at the time of their incorporation in the finished object. Any subsequent separation of such materials, components, products and other parts of the executed object from the object shall not result in a change in title. The risk of damage to Performance shall pass from ICE at the time of acceptance of Performance.

Unless agreed otherwise in the Contract, the Supplier shall bear the risk of damage to objects accepted by the Supplier from ICE which is subject to installation, maintenance, repair, modification, inspection or measurement. The title to the object in this case shall rest with ICE.

The Supplier undertakes to ensure that all materials, components, products and other parts of the executed object used for executing the object are free of legal defects (not subject to the right of lien, other third-party rights, execution proceedings, not included in assets in bankruptcy or restructuring, etc.) and that the Supplier is the sole owner of such materials, components, products and other parts of the executed object at the time of its delivery.

The Supplier undertakes not to use materials, components, products and other parts of objects that would be subject to retention of title of any third party in executing the object. The Supplier confirms that ICE is entitled to assume, under any

circumstances, that ICE is the sole owner of the supplied materials, components, products and any parts of the executed object at the time of delivery and that ICE becomes the sole owner of the object at the time of incorporation of the materials, components, products or any part of the executed object into the object.

Unless agreed otherwise in the Contract, the Supplier shall bear the risk of damage to objects and documents accepted from ICE for the purposes of proper and timely execution of an object, installation, maintenance, repair, modification, inspection or measurement for the entire term of execution of the object, installation, maintenance, repair, modification, inspection or measurement by the Supplier until their delivery to ICE under the Contract. The Supplier is obliged and entitled to use all objects and documents received from ICE exclusively for the purposes agreed in the Contract. After the proper completion of Performance and its delivery as well as in case of premature termination of the Contract, the Supplier is obliged to return to ICE all objects and documents received from ICE for the purposes of executing the object.

X. NOT APPLICABLE

XI. TRANSFER OF RIGHTS AND RECEIVABLES

11.1 The Supplier undertakes not to assign or otherwise use or trade, for free or for a fee, any receivables arising from the Contract or establish any rights of lien with respect to the receivables arising from the Contract without ICE's prior written consent. Otherwise any such act shall be invalid. In case of breach of the aforementioned, ICE is entitled to require a contractual penalty from the Supplier under 15.7.

In case of assignment of receivables or transfer of obligations under the Contract (in whole or in part) within a business in which either of the Parties takes part or transfer to a legal successor or a company formed by merging or combining any such company, this assignment/transfer shall not require the other Party's consent. The Supplier undertakes to inform ICE thereof without undue delay.

If, in accordance with this clause, the Supplier establishes a right of lien with respect to receivables from ICE under the Contract, the Supplier undertakes to inform ICE without undue delay of any change or termination of the right of lien established with respect to receivables from ICE under the Contract.

11.2 The Supplier is not entitled to transfer its obligations arising from the Contract without ICE's prior written approval. Otherwise any such transfer of obligations shall be invalid.

XII. OBLIGATIONS OF THE SUPPLIER

12.1 The Supplier undertakes to demonstrably familiarize its staff participating in the provision of Performance to ICE with all obligations arising from the T&Cs and to ensure compliance with them by its staff.

12.2 Based on a request from ICE, the Supplier is obliged to provide ICE with all information and data concerning the provision of Performance under the Contract and, where necessary, to supplement them within a reasonable period of time. At ICE's request, the Supplier is obliged to submit documents demonstrating the nature of the Supplier's contractual relationship with staff entering SE's premises (e.g. confirmation of registration in social security registers).

12.3 The Supplier represents that:

- a) the objects delivered by the Supplier in connection with Performance are not and at the time of Performance shall not be encumbered by any third-party rights, including but not limited to the right of lien of a third party or the right of first refusal;
- b) such objects are not leased and shall not be leased to a third party at the time of Performance; and
- c) there is no legal regulation or decision of a public authority that would prevent the Supplier in any way from handling such objects.

12.4 The Supplier undertakes to comply with the conditions specified in the GTCs, or the TSCs, during Performance.

12.5 During the term of the Contract the Supplier is obliged to inform ICE in writing, **within 2 working days**, of all changes concerning its:

- a) business name,
- b) seat or place of business,
- c) business activities,
- d) statutory bodies, including the method of their acting with respect to third parties,
- e) the Supplier's entry into liquidation,
- f) commencement of execution proceedings concerning the Supplier's assets, and
- g) commencement of proceedings under Act No. 7/2005 Coll. on bankruptcy and restructuring.

In case of breach of the Supplier's obligation under this clause, ICE is entitled to require a contractual penalty from the Supplier under 15.5.

12.6 The Supplier represents that:

- a) it holds all the licenses required by the applicable legislation and the competent authorities to meet the conditions of the Contract and to ensure proper and timely Performance and Performance complies with its business activities,
- b) it is able to provide Performance duly and promptly under the conditions of the Contract and its annexes; the Supplier also represents that Performance shall be provided professionally, by qualified staff in accordance with the applicable legislation and the GTCs or the TSCs, if they are part of the Contract,
- c) in case of damage incurred during the performance of the Contract in connection with its activities, it undertakes to compensate ICE for the damage to the demonstrated extent, including lost profit,
- d) it is aware of the extent of Performance as well as any other circumstances that influence the fulfilment of the Contract as well

Performance. In this respect the Supplier confirms that it shall not refer to a mistake or to acting in error or to the fact that some Performance is not specified in the Contract or its annexes unless such errors or mistakes have been caused solely by ICE due to its deliberate act or ICE announced them prior to the signing of the Contract,

- e) it has inspected all documents submitted to it by ICE or comprising annexes to the Contract duly and in detail and at the same time it undertakes to provide Performance on the basis thereof; in this respect the Supplier is also obliged to check any other objects and documents received from ICE for the purposes of Performance; the Supplier is obliged to report any discrepancy, ambiguity, error or incompleteness of imperfection that results or could result in defects, non-functionality of Performance or a part thereof, and any deviation from the contractual standard, functionality or purpose of Performance, or with an influence on the Price of Performance to ICE in writing by registered letter without undue delay (no later than within 5 days of their acceptance); otherwise the Supplier's claims associated with incompleteness or imperfection of the documents received by it from ICE shall expire.
- 12.7 The Supplier undertakes to provide Performance under the Contract subject to compliance with all obligations arising for it:
- a) from generally binding legislation of Slovakia,
 - b) from generally binding legislation governing labour law and illegal employment, OHS, creation and protection of the environment and fire protection, and
 - c) from those parts of internal guidelines of SE or ICE with which it has demonstrably familiarized itself and which are applicable to:
 - (i) activities performed by the Supplier for ICE, and
 - (ii) activities of the Supplier's staff in the area and in buildings of SE under the Contract.
- 12.8 If the Contract or its annexes do not contain certain facts concerning Performance, the Supplier is obliged to announce such facts in writing no later than by the time of signing of the Contract. If the Supplier fails to report these facts to ICE in writing, ICE is not obliged to accept, after the signing of the Contract, any comments on facts identified later or not specified and those facts shall be deemed as known to the Supplier before the signing of the Contract.
- 12.9 In case of any dispute between the Parties concerning the scope, content or quality of Performance, in cases not specified directly or indirectly in the Contract or its annexes, the written opinion of ICE shall apply until a mutual agreement between the Parties is reached or a decision of the competent authority is made and the Supplier is obliged to respect that opinion of ICE and comply with the conditions specified therein. The Party whose opinion turns out to be incorrect during dispute resolution shall bear the costs of dispute resolution.
- 12.10 If, during Performance, there is any dispute between ICE and the Supplier, Performance shall not be suspended, interrupted or delayed and Performance by the Supplier shall not be otherwise affected.
- 12.11 No consent or approval by ICE or ICE's authorized representative concerning Performance, documents or work performed by the Supplier shall release the Supplier from its responsibility for proper and timely Performance as well as the accuracy of the submitted documents and work.
- 12.12 When delivering spare parts, equipment and goods (hereinafter "**Materials**") for technology it is necessary to apply foreign material exclusion rules (hereinafter "**FME**") so that the delivered Materials shall not contain any foreign materials and the Materials shall be secured against foreign material intrusion during transport and storage. The Supplier shall be responsible for the delivery of Materials without foreign materials. The Supplier shall be responsible for making sure that the delivered Materials do not contain foreign materials and contaminants, including inner surfaces and cavities. All outer openings shall be secured (covered) against foreign material intrusion. The plugs, caps or covers used (hereinafter the "**Barrier**") shall be made of a material compatible with the supplied Materials to guarantee prevention against negative effects on the supplied Materials (e.g. Barriers containing halogens or heavy metals shall not be used for products of stainless steel). The Barrier or its part shall not comprise a foreign material (solid materials, non-stripping and non-splintering, corrosion-resistant, chemically stable, etc.). The Barriers shall be clearly visible and Barriers installed inside the goods shall be supplemented with elements warning of their presence. Barriers covered by paint during the production process shall be replaced or made visible. **Paper, plastic film of low strength, foam, polystyrene shall not be used as Barriers.** If desiccants or other preservatives are used to protect the goods, the respective part or Material shall be clearly marked or labelled with a tag with information on the type of the preservative, its location and any special instructions applicable to its removal before installation, as well as any other information such as the number of packages with desiccants. The cover shall not allow its accidental removal.

XIII. LIABILITY FOR DAMAGE

- 13.1 The Supplier shall be liable for damage caused to ICE due to breach of its statutory or contractual obligations or its activities while performing the Contract.
- 13.2 Unless agreed otherwise in the Contract, the Supplier undertakes to compensate ICE for any obligations, losses, damage, penalties, actions, taxes, payables, disputes, expenditures and costs (including assessed fees for legal consultancy, investigation costs and expenses) to be made by ICE or incurred by ICE and associated or generated on the basis of direct or indirect breach of any statement, guarantee or obligation of the Supplier under the Contract.
- 13.3 If ICE incurs damage during the performance of the Contract in connection with the Supplier's activities, the Supplier undertakes to compensate ICE for this damage in the demonstrated amount under this clause. The Supplier is obliged to compensate ICE for the damage **within 5 days** of the date of delivery of the damage compensation statement to the Supplier.
- 13.4 The emergence of a claim for payment of contractual penalties under the Contract or Article XV shall be without prejudice to ICE's claim for compensation of damage in an amount exceeding the contractual penalty.
- 13.5 ICE and the Supplier shall not be liable for damage incurred due to circumstances excluding liability pursuant to Article XVII.

XIV. GUARANTEE AND LIABILITY FOR DEFECTS

- 14.1 The Supplier represents and guarantees that Performance shall be delivered to ICE in accordance with, to the extent and quality and

under the conditions agreed in the Contract and its annexes. At the same time, the Supplier guarantees that Performance shall have no legal defects.

14.2 Unless specified otherwise in the Contract, the Supplier undertakes to preserve the properties under the Contract and is liable for defects to Performance during the guarantee period which shall be **24 months**.

14.3 The guarantee period shall start on the date of the signing of the Acceptance Report by ICE's representative under 9.4.1, unless specified otherwise in the Contract or in the applicable legislation. If the Supplier is obliged to send Performance to ICE, the guarantee period shall start on the date of receipt or delivery of Performance to the place of destination and its acceptance by ICE.

The Supplier may extend the guarantee period one-sidedly by a notice of extension of guarantee.

If a quality guarantee is provided, the guarantee period shall start at the time of transfer of the risk of damage to ICE.

14.4 The guarantee period shall not run while ICE cannot use Performance due to its defects for which the Supplier is responsible. The guarantee period shall also be interrupted for those parts of Performance where the claimed defects are removed and the period restarts on the day following the date of written confirmation of defect removal by ICE. In case of defects to Performance where repair is only possible in the form of replacement of an object, the guarantee period shall start again on the day following the date of removal of such defects and their written acceptance by ICE.

14.5 The guarantee shall also apply to all defects caused by material defects or a defective part of the Performance. The Supplier is liable for material defects, defects due to the manufacturer and any other defects.

14.6 The Supplier shall notify ICE in writing, no later than upon acceptance of Performance, of all specifics of executed Performance and shall at the same time deliver to ICE detailed instructions defining the necessary maintenance. In case of those parts of Performance for which their manufacturer or supplier prescribes special service or inspections, the Supplier is obliged to submit to ICE a written service plan or a plan of mandatory inspections during the guarantee period, along with the respective draft service-level agreements with entities authorized to perform such service or inspections.

14.7 If Performance purchased by the Supplier from a third party for the purposes of their resale to ICE are subject to a guarantee provided by the third party, it shall not be shorter than the term specified in 14.2, which starts upon delivery of Performance. The Supplier is obliged to inform ICE of all facts that may influence the application of claims arising from defects to Performance, in particular to inform ICE in writing of the date on which the guarantee period expires, and is obliged to submit to ICE, along with Performance, all documents required to be submitted in case of application of claims arising from liability for defects as well as a full list of parts of Performance clearly indicating the specific guarantee period for the specific part of Performance.

14.8 Performance shall be deemed to have defects if they do not match the result specified in the Contract, the purpose of their use, or do not have the properties expressly stipulated in the Contract or in generally binding legislation or applicable technical standards or other obligations of the Supplier under 9.4.7 are not met.

14.9 The Supplier shall be responsible for defects to Performance at the time of its delivery and acceptance by ICE regardless of when identified by ICE even if the defect becomes apparent (ICE or SE finds it) after that, if ICE reports the defects to the Supplier by the expiry of the guarantee period at the latest.

14.10 If Performance has apparent defects during acceptance, ICE is entitled to refuse to accept them. ICE shall draft a report on the refusal of acceptance of Performance indicating the defects. One copy of the report of refusal to accept Performance shall be submitted to the Supplier. The Supplier is obliged to remove such defects without undue delay, no later than **within 2 working days**, unless the Parties agree otherwise in writing. After their removal the Supplier is obliged to invite ICE again to accept Performance under this clause and to draft the Acceptance Report under 9.4.1. If the Parties agree on a period of time longer than 5 working days, the Supplier is obliged to start removing the defects within 2 working days of making the report under this clause.

14.11 ICE may accept Performance with defects that do not prevent the use of Performance or backlogs that do not prevent the use of Performance (hereinafter "**Minor Defects**"). Distinguishing Minor Defects from other defects shall be an exclusive right of ICE. In that case the Acceptance Report shall contain a list of Minor Defects. A description of Minor Defects given in the list shall be specific and understandable, a term for removal shall be agreed with the Supplier for each Minor Defect. If an agreement is not reached due to various reasons, the term for removing the Minor Defect shall be **3 working days** from its detection upon acceptance.

If the Parties agree on a period of time longer than 3 working days, the Supplier is obliged to start removing Minor Defects within 2 working days of drafting the Acceptance Report. For the avoidance of doubt, even in case of acceptance of Performance with Minor Defects Performance shall be deemed as properly delivered and the Supplier's obligation as properly met only after their removal.

14.12 The Supplier shall be responsible for defects to Performance that arise after the delivery of Performance if caused by breach of its obligations or if the defect occurs in connection with ICE's activities (e.g. defects due to damage to Performance by ICE or another party or due to actions by ICE or another party) in accordance with the instructions for use, the Supplier's instructions or other documents delivered by the Supplier under the Contract (e.g. under 14.6).

14.13 The Supplier shall not be responsible for defects to Performance caused by the delivery of unsuitable or incomplete documents to ICE if the Supplier could not determine their unsuitability even with all due care; this shall not apply, however, in case of breach of the Supplier's statement or obligations under 12.6 or if ICE has been informed of the unsuitability in writing and ICE has insisted on their use.

14.14 **Claims from defects**

If the Supplier delivers Performance with defects, ICE may:

a) require removal of the defects at the Supplier's costs by delivering spare Performance instead of the defective Performance

ICE is not, however, entitled to require delivery of spare Performance if Performance cannot be returned or delivered to the Supplier because of its nature, except for Performance based on a contract for work, when ICE is entitled to require the performance of spare Performance also if Performance cannot be returned or delivered to the Supplier because of their nature,

unless the Parties agree otherwise, or

- b) require removal of the defects by delivering the missing Performance, or
- c) require removal of the defects at the Supplier's costs by repairing Performance if the defects are repairable, or
- d) require a reasonable discount on the Price of Performance, or
- e) withdraw from the Contract.

ICE may choose among the claims specified in this clause only if this choice is announced to the Supplier in the claim.

ICE is entitled to refuse partial delivery of Performance, i.e. delivery of Performance that does not contain the agreed scope of Performance.

The Supplier shall bear all costs associated with defect removal.

14.15 ICE is obliged to file a complaint about the defects in writing with the Supplier without undue delay after their detection. In the complaint it shall indicate its requirements and its choice among the claims under 14.14. It may also add suitable evidence to the complaint. ICE may not change the claim used without the Supplier's approval, except for the following cases:

- a) during the period of time indicated by ICE or specified in 14.16 the Supplier does not perform a significant portion of actions aimed at satisfying ICE's claim, or
- b) the defects to Performance are not repairable, i.e. defect removal would result in unreasonable costs exceeding 50% of the Price, or
- c) unreasonably big cooperation of ICE would be required to remove the defects, or
- d) defect removal would only be possible after expiry of an unreasonable period of time.

14.16 Unless specified otherwise in ICE's complaint, the Supplier undertakes to start removing the defects without undue delay after delivery of ICE's complaint in writing, but no more than within 2 working days of submitting the complaint, in case of operating failures immediately, within 12 hours at the latest (immediately in case of accidents). The Supplier is obliged to remove the claimed defects as quickly as possible, no later than **within 2 working days** of delivery of the complaint to the Supplier, unless specified otherwise in ICE's complaint. This shall not apply if, for technical or technological reasons, it is not objectively possible to remove the defect within the specified term of 3 days (e.g. due to the delivery time of the materials) and the Supplier notifies ICE in writing of this fact before the expiry of the term above, together with proper justification, no later than within 2 days of the date of delivery of the defect complaint. Otherwise the terms specified above shall apply.

14.17 After removal of the claimed defect the Supplier and ICE shall make a report on removal of the guaranteed defect in which ICE confirms that the defect has been removed properly and in time. For the avoidance of doubt, a defect shall be deemed as properly removed upon ICE's confirmation of removal of the defect in a written report under the preceding sentence.

14.18 If the Supplier does not start removing the defects to Performance without undue delay or does not continue removing defects that it has properly started, or in case of the Supplier's default in meeting the obligation to remove defects to Performance within the term specified in this clause, ICE shall have the right to require a contractual penalty from the Supplier under 15.3.

14.19 The Supplier is not entitled to refuse or otherwise postpone the removal of the claimed defect even if it thinks that the complaint concerned is unfounded or that it is not responsible for the claimed defect. After that, however, the Supplier is entitled to properly demonstrate that the complaint was unfounded and, if unfounded, it is entitled to a reimbursement of costs demonstrably spent by it on removing the defect even if it was not obliged to do so, but only provided that it has informed ICE thereof in writing within 2 days of the date of delivery of the complaint. The Supplier shall temporarily bear all the costs until a legitimate decision on the complaint is made. For the avoidance of doubt, the burden of proof that a defect filed by ICE during the guarantee period is not a guarantee defect and that the Supplier is not responsible for it shall be borne by the Supplier in full.

14.20 ICE is entitled to assign its rights arising from the guarantees provided to the Suppliers for Performance to any third party or multiple third parties one-sidedly (also without the Supplier's consent).

14.21 For the avoidance of doubt, Performance shall be eligible for their use and shall preserve the properties (quality) specified in the Contract during the guarantee period.

14.22 **Claims in case of failure to remove defects**

If the Supplier fails to remove the defects within the term specified in 14.16 or informs ICE in writing, prior to the expiry of the term for their removal, that it would not remove them, ICE may:

- a) remove the defects by itself or have them removed by a third party without an effect on the Supplier's guarantee, at the Supplier's costs,
- b) require a reasonable discount on the Price of Performance,
- c) withdraw from the Contract.

In that case ICE is obliged to notify the Supplier of its decision in writing without undue delay.

If ICE removes the defects itself or has them replaced by a third party, the price of such work shall be adequate, taking into account the specific circumstances of the case (especially time demands) but shall not be influenced by the Supplier's prices. This price of work performed by ICE or by a third party shall be applied from the Supplier in the amount of the invoiced costs, with a 10% coordination surcharge to the total invoiced net sum.

14.23 **Discount on the Price**

If ICE requires a discount on the Price of defective Performance, the Parties agree that the discount on the Price shall be determined on the basis of their written agreement. If the Parties fail to agree on a reasonable discount on the Price **within 15 days** of the date of delivery of the complaint to the Supplier, it shall be calculated as the sum of:

- a) The difference between the expected value of Performance without defects and the value of defective Performance at the time of their expected delivery, and
- b) costs incurred by ICE on activities essential to ensure that Performance is flawless under the Contract.

The value of Performance without defects and the value of Performance with defects as well as the amount of costs incurred by ICE to remove the defects shall be determined by an expert opinion submitted to ICE.

If a discount on the Price is applied before issuing an invoice for delivered Performance to which the discount on the Price is related, the Supplier is obliged to reduce the invoiced Price by the amount of the discount. If the discount on the Price is applied after issuing the invoice for delivered Performance, the Supplier is obliged to issue an invoice for ICE with an adjustment of the VAT base in accordance with the applicable legislation in case that the provisions below do not apply. The Supplier is obliged to issue and deliver the corrected invoice no later than within 10 days of the date on which the discount on the Price is agreed. The delivery of the corrected invoice shall be subject to 7.2.

If the Supplier is a VAT player in Slovakia and ICE applies a discount on the Price under this clause, the Supplier and ICE agree that the tax base and the tax shall not be adjusted in accordance with Section 25(6) of the VAT Act.

14.24 Legal defects

14.24.1 Performance shall be deemed to have legal defects if it is encumbered by third-party rights or if there are obligations of the Supplier to establish such third-party rights (e.g. industrial and intellectual property rights, rights of lien, etc.). Performance shall be deemed to have legal defects also in case under Section 433(2) of Act No. 513/1991 Coll., Commercial Code, as amended (hereinafter the "**Commercial Code**"). Application of Section 434 of the Commercial Code is excluded for the purposes of the Commercial Code (hereinafter "**Legal Defects**").

14.24.2 ICE is obliged to report Legal Defects to the Supplier when they learn about the application of third-party rights.

14.24.3 If Performance has any Legal Defects, ICE is entitled to require the Supplier to remove the Legal Defects at its costs without undue delay, no later than **within 15 days** of delivery of ICE's written notice of the Legal Defects, unless specified otherwise in ICE's notice.

14.24.4 If the Supplier fails to remove the Legal Defects to Performance within the term under the previous clause, ICE is entitled to:

- (i) require a discount on the Price, or
- (ii) withdraw from the Contract.

14.24.5 ICE is obliged to decide between the claims specified in this clause **within 40 days** of expiry of the term under 14.24.3.

Until the Legal Defects are removed, ICE is not obliged to pay the part of the Price that would correspond to its right to a discount if Legal Defects are not removed.

14.24.6 In case of Legal Defects to any part of Performance, the Supplier is also obliged to defend ICE, at its own cost, against third-party claims by virtue of breach of its rights and to pay all sums, in particular the costs, damage and attorney's fees recognized in the court's final decision as payable to the third party or to which the third party is entitled, in accordance with a settlement agreement with the third party, approved by the Supplier, provided that ICE informs the Supplier of the Legal Defects in writing within the term specified in the preceding clause and allows the Supplier to cooperate with ICE on the defence and in any related negotiations on the agreement.

The Supplier also has the obligations specified in this clause in case that the third-party rights are violated due to the conduct of ICE or a third party authorized by ICE in accordance with the specifications or instructions announced by the Supplier to ICE in advance.

14.25 Any other relationships of the Parties concerning the guarantee for Performance, defects to Performance or claims arising out of them shall be governed by the applicable provisions of the Commercial Code.

XV. CONTRACTUAL FINES AND PENALTIES

15.1 In the event that the Contractor fails to provide Performance within the term specified in the Contract, or if the provision of Performance is terminated, ICE may apply a contractual penalty of **10% of the Price** against the Contractor.

15.2 In the event that the Contractor fails to comply with the Performance delivery date specified in the Contract, ICE shall have the right to apply against the Contractor a contractual penalty of **0.5%** of the Price of the outstanding Performance for each and every commenced day of delay. This also applies if the Contractor fails to meet the term of a milestone payment or in the event of failure to deliver or delay in the delivery of the documents required for the takeover or use of Performance, or other documents that the Contractor is required to submit to ICE under the Contract.

15.3 In the event that the Contractor does not initiate the removal of defects of Performance or Legal defects without undue delay, or fails to proceed properly with the removal of defects, or fails to meet the deadline for the removal of the Performance defect or the Legal defect within the meaning of clause 14.16 or 14.24.3 or within a different period agreed between ICE and the Contractor, or specified in the delivery protocol, ICE may claim against the Contractor a contractual penalty of **0.5% of the Price** for each individual defect of Performance or the Legal defect and for each even commenced day of delay with its removal.

15.4 In the event Performance has defects that have not been caused by ICE, and ICE shall not be able to use Performance properly during the warranty period, ICE are entitled to claim against the Contractor, and the Contractor is required to pay, a contractual penalty of **2.5% of the Price**.

- 15.5 If the Contractor fails to comply with any obligations set out in clause 12.5, ICE shall be entitled to claim against the Contractor a contractual penalty of **EUR 100** for each individual violation.
- 15.6 If the Contractor violates any obligations set forth in Article X, ICE may claim against the Contractor a contractual penalty of **1% of the Price** for each individual violation.
- 15.7 If the Contractor assigns or establishes receivables from the Contract in breach of clause 11.1, ICE shall be entitled to claim against the Contractor a contractual penalty of **100%** of the financial volume of the receivable so assigned, established or sold. For the purposes of this clause, the financial volume means the total value of the principal sum, including the value of the receivable on the date of assignment or sale or other handling of the receivable.
- 15.8 If there is a leakage of confidential information (business secrets, confidential information of a financial nature, sensitive critical infrastructure information, etc.) for reasons attributable to the Contractor, or if the Contractor violates any of the obligations specified in Article XXII, ICE may claim against the Contractor a contractual penalty of **EUR 20,000** for each individual violation.
- 15.9 For the violation of the prohibition of taking unauthorized items and items in and out within the meaning of clause 9.1.3, ICE may claim against the Contractor a contractual penalty of **EUR 1,700** for each individual case, except in the cases referred to in clause b). A Contractor's employee who violates that prohibition shall be included in the database of undesirable persons who are prohibited from entering for the duration of the Contract, or at least for a minimum of **12 months** from the violation or even more, depending on the severity of the violation.
- 15.10 In the case of a positive test result within the meaning of clause 9.1.4, ICE are entitled to claim against the Contractor and the Contractor's employee the following sanctions:
- If the test result is up to 0.14 mg/l (0.29 promile) inclusive - it is considered an obstacle to work on the part of the Contractor's employee and the checked Contractor's employee shall not be allowed to enter the SE premises or the premises of the subject of Performance, or shall be ordered out to leave the SE premises or the premises of the subject of Performance accompanied by an authorized ICE or SE employee.
 - If the test result ranges from 0.15 to 0.29 mg/l (0.30-0.60 promile), the checked Contractor's employee shall not be allowed to enter the SE premises or the premises of the subject of Performance, and if they work in the SE premises, their entry IDK shall be revoked until the nearest start of work in the SE premises. If during a calendar year the checked Contractor's employee repeatedly violates the prohibition of alcohol use (the use of narcotic or psychotropic substances), they shall be prohibited from entering the SE premises or the premises of the subject of Performance for the duration of the Contract with the Contractor, but for a maximum of **12 months**.
 - If the test result exceeds 0.29 mg/l (more than 0.60 promile) - the entry IDK of the checked Contractor's employee shall be revoked and they shall not be allowed to enter, they shall be ordered out to leave the SE premises or the premises of the subject of Performance accompanied by an authorized ICE or SE employee. The Contractor's employee shall be permanently prohibited from entering the SE premises or the premises of the subject of Performance.
 - In the event of a refusal to test for the presence of alcohol or the use of narcotic or psychotropic substances - the entry IDK of the checked Contractor's employee shall be revoked, they shall be permanently prohibited from entering the SE premises or the premises of the subject of Performance and shall be ordered out to leave the SE premises or the premises of the subject of Performance accompanied by an authorized ICE or SE employee.
- 15.11 In the event of a proven violation of the OSH legislation and rules by the Contractor, ICE may claim against the Contractor a contractual penalty:
- in the amount of **EUR 500** for each individual case unless the violation is classified as serious, very serious or extremely serious in the meaning of the Indicative List at the end of this document,
 - in the amount of **EUR 1,000** for each individual case, in the case of a serious violation as defined in the Indicative List at the end of this document,
 - in the amount of **EUR 2,000** for each individual case if it is a serious or extremely serious violation under the Indicative List at the end of this document.
- 15.12 In case of the repeated violation of the OSH regulations by the same employee or in case of the very serious or extremely serious violation listed in the Indicative List at the end of this document, ICE and SE are authorized to order this employee to leave the SE premises or the premises of the subject of Performance, the employee being included in the database of undesirable persons who are prohibited from entering for the duration of the Contract, up to a maximum of 12 months from the violation or until the condition under clause 19.2.1 is met.
- 15.13 In the event the Contractor violates the OSH legislation and regulations that result in the occurrence of:
- a registered work injury of the ICE or SE employee, the Contractor's employee or a third-party employee, ICE are entitled to claim against the Contractor a contractual penalty of **1% of the Price**, but not less than **EUR 5,000** for each individual case
 - a work injury of the ICE or SE employee, the Contractor's employee or a third-party employee resulting in death or serious harm to health, ICE are entitled to claim against the Contractor a contractual penalty of **2% of the Price**, but not less than **EUR 30,000** for each individual case.
- 15.14 For failure to report a fire, accident, or incident with an environmental impact within the meaning of clause 24.4, ICE may claim against the Contractor a contractual penalty of **EUR 2,700** for each individual case.
- 15.15 In the event of violation of applicable environmental legislation in the SE premises or in the premises of the subject of Performance by the Contractor's employees, ICE may claim against the Contractor a contractual penalty of **EUR 2,000** for each violation.
- 15.16 In the event that a penalty or any other type of sanction is imposed on ICE by public authorities in connection with the violation by the

Contractor relating to:

- a) reporting obligations in terms of clauses 8.1 and 8.2 of VOP,
- b) issuing an invoice that does not meet the requirements of relevant legislation applicable in the country of the Contractor's place of business, or if the invoice does not contain any formalities within the meaning of the Contract,
- c) tax and/or customs obligations,
- d) obligations relating to nuclear safety,
- e) OSH related obligations or
- f) obligations relating to the protection of the environment,

under the Contract, ICE are entitled to claim against the Contractor, and the Contractor is obliged to pay, a contractual penalty in the amount corresponding to the amount of the imposed sanction and/or penalty in full.

In the event that ICE are required to pay a certain amount of money determined by the governmental authority in connection with a breach of the Contractor's tax and/or customs obligations under the applicable legislation (e.g. additionally assessed tax, non-recognition of the right to deduct VAT), except the sanction and/or penalty imposed within the meaning of the preceding sentence, such financial amount shall also be included in the contractual penalty.

The Contractor hereby declares, within the meaning of Section 401 of the Commercial Code, that they extend the period of limitation for the ICE right for the contractual penalty as set forth above and this right shall not be barred by the statute of limitations before the expiration of 10 years from the date on which the Contractor has breached the obligation under this clause, unless a special provision is laid down in the specific legislation for the commencement of the limitation period.

- 15.17 Any contractual fines under the Contract shall be applied in the form of a **penalty invoice** and are **payable within 20 days of the date of issue** of the penalty invoice.
- 15.18 The Parties declare that the amount of the contractual penalties agreed under the Contract are considered as a reasonable secured commitment.
- 15.19 Entitlement to the payment of the contractual fine does not relieve the Contractor of the obligation to provide Performance or to deliver documents under the Contract.
- 15.20 If the amount of the contractual penalties applied by ICE to the Contractor under the Contract exceeds 50% of the Price, ICE are entitled to withdraw from the Contract.

XVI. SUSPENSION OF WORKS AND TERMINATION OF THE CONTRACT

16.1 Suspension of Works

16.1.1 In the event that there is a breach of the Contractor's obligations with regard to OSH during the execution of the Performance at the SE premises, ICE are entitled to instruct the Contractor and the Contractor shall, under this instruction, interrupt (even repeatedly) all or some of the works related to the Performance. ICE are required to specify the reason for the works suspension order to the Contractor. If the subject of Performance is the execution of the Work, the Contractor is obliged to take appropriate measures for the proper storage, preservation, protection and securing of the subject of the Work and, during the suspension of the Work, to protect, store and secure the Work against any dilapidation, harm or damage. ICE are required to make an entry in the Log. ICE are required to inform the Contractor of the suspension expected duration, and, in the event of changes in the expected duration of the suspension, ICE are obliged to inform the Contractor immediately of the new expected recommencement of the works. In the event of any suspension of the works, the Parties shall always meet to discuss the extent of the suspension, in particular the demobilization, the extent of the preservation works, the foreseeable interruption costs and other consequences. The Contractor's obligation to suspend the works does not affect the suspension of the operation of the technological equipment and other activities if they have to be performed outside the SE premises within the meaning of the Contract or if the place of delivery/execution, handover and takeover of Performance is outside the SE premises.

All costs incurred in connection with the suspension of the works are borne by the Contractor.

- 16.1.2 If the Contractor falls behind schedule due to the works suspension, the Contractor is required to inform ICE. If the Contractor's delay arises due to reasons on ICE's part, the Contractor is entitled to extend the Performance execution deadline, including the terms of the Milestone Payments.
 - 16.1.3 The Contractor is not entitled to extend the Performance execution deadline including the terms of any Milestone Payments, if the Contractor is responsible for the cause of the suspension order, or if this suspension was enforced for reasons on the Contractor's part (defective performance, breach of the Contract). The costs associated with the works recommencement in this case shall be borne by the Contractor.
 - 16.1.4 Upon issuance of an authorization or order to continue the works, ICE and the Contractor shall jointly review the subject of Performance to which the suspension of the works applied. The Contractor shall repair or replace any dilapidation, defect, deterioration, or damage to the subject of the Performance if they occurred during the suspension of the works. If, as a consequence of the Contractor's misconduct, certain mitigation measures are required, the Contractor is required to do so.
- 16.2 ICE and the Contractor agree that the Contract shall terminate:
- a) upon the delivery of Performance and the fulfilment of the related contractual obligations of the Parties,
 - b) upon expiration of the term for which the Contract is concluded,
 - c) by written agreement of the Parties,

- d) by written notice according to clause 16.3,
- e) by written notice of withdrawal from the Contract under clause 16.4.

16.3 Termination of the Contract

Unless otherwise stipulated in the Contract, ICE shall have the right to terminate the Contract for Repetitive Performance, concluded for a specified period of time, by notice without giving any reason by delivering the written notice to the Contractor.

The notice period is **1 month** and begins on the first day of the month following the delivery of the notice to the Contractor.

In the case of Performance of the Work nature, the Contractor undertakes to deliver ICE the Work as it is at the time of termination of the notice period and ICE undertakes to pay the Contractor only the amount by which ICE have enriched themselves with regard to the status of the Work. This amount shall be determined by agreement between the Parties. If the Parties do not agree within **10 days** of the termination hereof or within a period agreed by the Parties, this amount shall be determined by ICE.

16.4 Withdrawal from the Contract

Each Party has the right to immediately withdraw from the Contract:

- a) in the meaning of Section 345 (1) of the Commercial Code, i.e. in the event of a substantial breach of the legal obligations or obligations set forth in the Contract by the other Party, if it notifies the other Party without undue delay after having learned of such a breach, or
- b) in the meaning of Section 346 (1) of the Commercial Code, i.e. in the event of a non-essential breach of the Contract, if the other Party breaches any of its statutory or contractual obligations and fails to remedy it within an additional reasonable period on the basis of a written request,

on the basis of a unilateral written notice.

16.5 Withdrawal from the Contract for Reasons on the Contractor's side

A substantial breach of the Contract by the Contractor is considered, in particular, among other objects:

- a) the Contractor's delay with the proper Performance completion of more than a **30 day**,
- b) interruption or suspension of Performance execution by the Contractor without any instruction or approval by ICE for more than **5 days**,
- c) failure to meet the agreed deadline for the Performance failure removal, or the deadline in the meaning of clause 9.2.3, or the delay in the removal of the defect found during the Performance execution that was recorded in the Log, in the complaint or in another usual entry with which the Contractor was familiarized,
- d) if the Contractor acts in any way contrary to the principles of fair conduct, in a non-competitive manner, contrary to competition law or damages the ICE reputation and legitimate interests,
- e) if, during the execution of Performance for ICE, the Contractor infringes, misapplies or fails to comply with the provisions of those Contract clauses, the breach of which is deemed to be a material breach of the Contract, the applicable ICE legislation or internal OHS, fire protection or environmental protection rules, access to the SE premises, prohibition of illegal employment or obligations towards ICE resulting from legislation in force in the Slovak Republic regulating the area of illegal employment, or the conditions stated in GTCs or TSCs, if applicable,
- f) if the Contractor has been declared bankrupt, is in liquidation, or bankruptcy proceedings against the Contractor have been suspended or discontinued for lack of assets,
- g) if the Contractor, the Contractor's statutory body or a member of the Contractor's statutory body has been lawfully convicted of a criminal offence of corruption, criminal offence against the financial interests of the European Union, criminal offence of legalizing income from crime, criminal offence of establishing, setting up and supporting a organised crime, criminal offence of establishing, setting up and supporting a terrorist group, criminal offence of terrorism and some forms of participation in terrorism, or a criminal offence related to the conduct of business,
- h) if the Contractor has lost the right to execute the subject of Performance hereof,
- i) breach of business secrets or confidentiality,
- j) any other breach of the Contractor's obligations that may affect the proper completion of the Performance,
- k) refusal to initiate the execution of Performance by the Contractor,
- l) refusal to continue the execution of Performance by the Contractor pursuant to the ICE's instruction to continue the execution of Performance the suspension of which was ordered by ICE,
- m) if the Contractor has assigned or established a pledge on claims arising from the Contract without the prior written ICE's consent, contrary to the provision of clause 11.1,
- n) if the obligation to guarantee VAT for the Contractor in accordance with Section 69 (14) of the VAT Act arises to ICE,
- o) if the Contractor is a tax debtor within the meaning of Section 69 (14) and (15) of the VAT Act,
- p) if the Contractor has breached the obligation to allow an audit of the management system in accordance with clause 18.5,
- q) if the Contractor has breached the obligation and authority to use items and documents taken over from ICE solely for the purposes agreed in the Contract 9.5.2,

- r) if the Contractor who has entered into the Contract on the basis of a tender does not submit to ICE the declaration which they are required to submit under the terms of the tender, or the submitted declaration made by them proves to be false, incomplete or distorted or if there is a reason based on which the Contractor can be excluded from the tender as the tenderer.

The Contractor shall be obliged to inform ICE without undue delay of the occurrence of one of the above situations which may justify the ICE's withdrawal from the Contract.

For the avoidance of doubt, the Parties expressly agree that ICE are entitled to withdraw from the entire Contract even if the subject of the Contract is a number of separate Performances and the breach of the Contract, whether substantial or insignificant, concerns only any individual Performance.

In case of withdrawal from the Contract for reasons on the Contractor's part, ICE are entitled to request the delivery of Performance part already executed by the Contractor. In this case, ICE pays the Contractor a proportionate part of the Price corresponding to the executed Performance.

16.6 Withdrawal from the Contract for reasons on the Contractor's part related to non-compliance with OSH-related conditions

ICE are entitled to withdraw from the Contract in the event of the following material breaches of the Contract:

- a) if the Contractor violates any of the obligations regarding the OSH of the Contractor's employees, or the persons involved in the Performance execution, in particular:
- (i) failure to complete / non-signing / non-preparing / non-updating / non-delivery of OSH documents in a manner and within the terms under the Contract or applicable legislation,
 - (ii) in the event that ICE find that, to execute Performance, the Contractor uses the employees that do not meet the requirements for the performance of the works as set forth in the Contract or the applicable law,
 - (iii) in the event that ICE find that the Contractor does not comply with the requirements set out in the Contract or the applicable legislation relating to the OSH and the use of work tools and work equipment,
 - (iv) in the event that ICE find that the Contractor has breached any OSH obligations set forth in the Contract.
- b) in the event of a very serious or exceptionally serious violation in the sense of the Indicative List of serious, exceptionally serious and extremely significant violations of the works safety at the end of this document.

16.7 Unless otherwise specified in the Contract, withdrawal from the Contract shall become effective on the date of delivery of the notice of withdrawal to the other Party and shall not affect the confidentiality clause that remains valid and effective.

16.8 In the event of withdrawal from the Contract, the parties shall agree on the manner of settling the obligations subsequent upon the terminated commitment relationship within **14 days**.

As far as possible and unless the Parties otherwise agree, the Contract shall be withdrawn from the very beginning and the Parties shall reimburse each other for all provided Performances and payments, any consideration and advance payments. ICE waive all rights to returned items. The removal costs are borne by the Contractor. If it is not possible to return part of Performance and unless the parties agree otherwise, the ICE shall not return the part of Performance and the Contract shall not be withdrawn from the very beginning, and ICE shall pay for the taken over and invoiced part of Performance and, if this part of Performance has not been taken over and invoiced, shall only pay the Contractor the amount with which ICE have enriched themselves with regard to the status of the Work. This amount shall be determined by agreement between the Parties. If the Parties do not agree within 10 days of receipt of the written notice of withdrawal from the Contract to the other Party, this amount shall be determined by ICE. In such a case, ICE shall pay the Contractor only the amount owed for the work, services or work performed, taken over and invoiced before the effective date of Contract termination, except for invoiced VAT in case the Contractor is published in the List maintained by the Financial Directorate of the Slovak Republic pursuant to Section 69 (15) of the VAT Act. ICE are entitled to withhold VAT from invoices issued until the Contractor proves otherwise, i.e., delivers a tax office statement that the Contractor does not have any tax liability for the period during which ICE are the guarantor within the meaning of the above provision of the VAT Act, or has been removed from the List maintained by the Financial Directorate of the Slovak Republic.

16.9 The Contractor shall return to ICE all documents or materials provided to them by ICE in connection with the Contract as soon as:

- a) the Contractor has supplied ICE the Performance under the Contract,
- b) the Contract is withdrawn or its effectiveness terminated in some other manner; or
- c) ICE so require.

XVII. CIRCUMSTANCES EXCLUDING LIABILITY / FORCE MAJEURE CIRCUMSTANCES

17.1 Neither of the Parties shall be liable for failure to comply with their obligations under the Contract, except for the Contractor's obligation to provide ICE with information within the meaning of clauses 8.1, 8.4, 8.5, 8.6 and 12.5, and, if it proves (the conditions must be met cumulatively) that:

- a) non-compliance occurred as a result of extraordinary, unpredictable or unavoidable events, and
- b) obstacles or their consequences could not be foreseen at the time of the conclusion of the Contract and at the same time
- c) the obstacles nor their consequences could not be prevented, avoided or overcome.

17.2 Unpredictable and unavoidable obstacles do not include those caused by failure to issue official permits, licenses or similar authorizations for the purposes of Performance.

- 17.3 A Party on the side of which a circumstance excluding liability due to force majeure has occurred, shall notify the other Party of such an obstacle which prevents them from duly fulfilling the obligations without undue delay after learning of it, or taking into account all the circumstances they could learn of.
- 17.4 The Contractor cannot rely on circumstances that exclude liability in the following cases:
- weather conditions or phenomena that could reasonably have been foreseen taking into account the Contractor's experience and, in this connection, it could be possible to avoid the harmful effects, even partially,
 - non-provision or delay in the provision of materials or labour force that has been emerged despite the fact that it has been reasonably foreseeable, in the light of the Contractor's experience, or it could be possible to avoid it or mitigate the consequences,
 - a strike at the Contractor, with the exception of nationwide strikes,
 - the state of the premises where the activities under the Contract are to be carried out, which impedes the proper fulfilment of the Contractor's contractual or statutory obligations and which could reasonably have been foreseen taking into account the Contractor's experience, or which the Contractor should have found out after performing the site's technical inspection.
- 17.5 The effects of the circumstances excluding liability are limited only to the period of persistence of the obstacle with which these effects are associated.
- 17.6 The duration of the circumstances excluding liability extends the Contract Performance term so that it is acceptable to the eligible Party. During this time, the eligible Party has no right to withdraw from the Contract.
- 17.7 If the circumstances excluding liability last for more than **6 months**, either Party is entitled to withdraw unilaterally from the Contract, with the withdrawal effective on the date of delivery of the notice of withdrawal to the other Party.

XVIII. CONTRACTOR'S MANAGEMENT SYSTEMS

- 18.1 Depending on the nature of Performance and activities related to it in terms of quality, environment and safety and health at work, the Contractor is required to have an established, maintained and permanently improved management system in accordance with recognized international ISO standards and best world practice and demonstrate it to ICE in the form and manner according to clauses 18.2 and/or 18.3 and/or 18.4.

If the Contractor is a natural person who carries out Performance in person, it is not subject to the obligation to have an established and maintained management system for the duration of the Contract.

18.2 Quality Management System

In the case of Performance which, within the meaning of the Contract, belongs to the so called **Quality category A+A1-3++ (Quality category 1 by SE), i.e. Selected devices BT1 – BT3** the following provisions apply:

- 18.2.1. The Contractor is required to have a functional quality management system that meets the requirements of the international standard ISO 9001. In the case of a Foreign Contractor, an analogous quality management system that meets the specific requirements defined by the relevant national Nuclear Safety Authority shall be accepted. The Contractor shall demonstrate the functionality of the quality management system by a valid quality management system audit certificate by SE/ICE (as per clause 18.5), or request SE/ICE to perform the audit. The quality management system of an unverified Contractor must be audited with a successful result before the conclusion of the Contract. In the case of time pressure, the audit may be completed no later than one (1) month after the Contract entry into force (the condition is that the documents submitted by such Contractor during the selection procedure prove its capability).

The Quality Management System of the verified Contractor shall be rechecked after the expiry of the audit, depending on the results of the previous audit, the extent of the changes made by the Contractor under its Quality Management System.

Accepted substitute of a successful audit performed by SE may, after the expiry of the three-year period of the audit validity (subject to an annual favourable assessment of the performance under the Contract for its duration by SE), be submission of a favourable assessment of the Contractor by the competent National Nuclear Safety Authority, a nuclear facility operator or an independent (one not involved in the performance of the Contract or paid by the Contractor) entity on their behalf, or an inspection by SE upon mutual agreement with the Contractor in another manner, with an extension of the audit's validity by one to three years.

If the Contractor is a natural person who carries out Performance in person on the basis of proof of their professional competence, they are not obliged to have the introduced and maintained Quality Management System during the term of the Contract. For such a Contractor, The Quality Management System is not audited for such a Contractor, but SE may verify compliance with the selected ISO 9001 requirements covering the principal activities of the Contractor and guaranteeing compliance with the SE requirements. The contractor, who is a natural person, must comply with other applicable requirements of these provisions, with the exception of clause 18.2.13 on internal auditing, in particular they must prove their professional competence and good practice by reference to previous Performance (also for other customers) and comply with the requirements of the Selected equipment quality plan pursuant to Decree of the Nuclear Regulatory Authority of the Slovak Republic (hereinafter referred to as "**ÚJD SR**") No. 431/2011 Coll. on the Quality Management System, as amended, (hereinafter referred to as the "**Quality Management System Decree**") or another equivalent document approved by ÚJD SR or the Quality Plan according to ISO 10005.

In the event that the Contractor is not the manufacturer of the subject of Performance, the provisions of this clause apply to the manufacturer of the subject of Performance, and the Contractor undertakes to ensure that the manufacturer of the subject of Performance is committed to meet the requirements of this clause.

The Contractor is required, within their quality management system:

- elaborate and apply the requirements and principles set out in the Integrated Policies of SE, a.s. published on

<http://www.seas.sk/spolocnost> which are applicable to the subject of Performance,

- to define the responsibilities and powers of the employees, their functional responsibilities and authorizations, including a description of the organizational structure, the impact of a specific job on nuclear safety, responsibilities for the quality assurance and the quality management system management,
 - also take into account the requirements for graduated access (e.g. requirements for qualification and independence of control and testing personnel, specific assembly procedures, documentation of certificates and attestations, etc.), if the subject of Performance has an impact on nuclear safety.
- 18.2.2. The Contractor is obliged to respect the specific requirements of the state supervision and state professional supervision and to reflect it in their own quality assurance documentation.
- 18.2.3. The Contractor is required to apply the principle of clean installation and control of equipment at the production (delivery) stage and also during maintenance to make sure that the assembled equipment does not contain foreign substances or released parts that could cause damage to or failure of the equipment or has the potential to release these parts in an uncontrolled way into other parts of the technology (piping, exchangers, fittings, pumps ...) at the plant operation stage, causing their malfunction, damage to them or related equipment, or to prevent fluid flow or loss of reactor cooling.
- 18.2.4. In case the selected equipment is part of the implementation of the subject of the Contract, it must be demonstrably qualified for its required functional capability and the anticipated effects of the environment on the considered design conditions, including seismic resistance, by the appropriate method of qualification as defined in the Quality Management System Decree. The quality and properties of metallurgical products and additional welding materials used for the selected equipment must be demonstrated by appropriate inspection documents in accordance with the Quality Management System Decree or other standard (e.g. ISO 10204 Metal Products – Types of Quality Documents).
- 18.2.5. If the selected equipment is the subject of Performance or is related thereto, the Contractor is required to ensure compliance with the requirements of the relevant technical documentation, including the quality plan of the selected equipment, according to the Quality Management System Decree or another equivalent document approved by ÚJD SR.
- 18.2.6. If Performance is not related to the selected equipment but may otherwise affect nuclear safety of the nuclear equipment, the Contractor is required to ensure compliance with the requirements of the relevant technical documentation, including the quality plan according to ISO 10005 approved by ICE.
- 18.2.7. In case that the already developed quality plan of the selected equipment or another equivalent document (IPZK - individual quality assurance program) is related to the Performance, the Contractor is obliged to respect its requirements.
- 18.2.8. In the case of revision or development of a new quality plan of the selected equipment or the quality plan according to ISO 10005, the Contractor is obliged to submit it to ICE for approval within 20 days of signing the Contract.
- 18.2.9. Implementation of Performance on the selected equipment can only be started after the approval of the selected equipment quality plan by ÚJD SR. If Performance is not related to the selected facility, implementation may only be initiated after the quality plan according to ISO 10005 is agreed by ICE.
- 18.2.10. If the preparation of the documentation is the subject of the Contract or its part, each processor of the documentation for ICE must, as its part, draw up a list - a summary of the generally applicable legal regulations used and the normative technical documentation used, including the safety instructions issued by ÚJD SR and the harmonized standards valid within the EU.
- In the case of the documentation revision, the updated original list must be assessed. Its eventual revision must be approved by ICE. If there is no such list for the existing document, it must be completed by the Contractor when revising the document and agreed by ICE together with the revised document.
- 18.2.11. The Contractor undertakes to keep documents related to activities affecting the quality of Performance throughout the duration of the contractual relationship so as to prevent their damage, loss or destruction. Documents not handed over to ICE or SE shall be kept for 10 years after the termination of Performance under the Contract. They shall be handed over to ICE before shredding.
- 18.2.12. The Contractor shall be obliged to allow the audit to be carried out by an inspector of state supervision and state professional supervision, professionally competent SE staff or professionally qualified personnel of another organization on the Contractor's behalf for the purpose of auditing the quality management system or checking the fulfilment of only selected ISO 9001 requirements, including reviewing the personnel, technical, material, and organizational assumptions for implementing Performance and for the purpose of auditing compliance with the Contractor's quality plans in all the Contractor's premises and facilities. Breach of this obligation by the Contractor is deemed to be a material breach of the Contract.
- 18.2.13. The Contractor is required to plan and perform internal audits in accordance with the international standards ISO 9001 and ISO 19011 to verify that the quality assurance activities and their results are in line with the planned requirements, and is required to verify and evaluate the effectiveness of the quality management system. Internal audits shall be carried out by independent staff with appropriate professional competence.
- This clause does not apply if the Contractor is a natural person who carries out the Performance in person on the basis of proof of their professional competence, and they are not obliged to have a Quality Management System established and maintained during the term of the Contract.
- 18.2.14. If the subject of the Contract has an impact on nuclear safety, the Contractor's inspections and tests with which the Contractor demonstrates compliance with the Requirements Compliance must be performed by independent, professionally competent persons other than those who have executed or directly controlled the contracted operations that are subject to inspections and tests.
- 18.2.15. The Contractor is required to provide ICE with copies of all reports of non-conformities or non-conforming products that are relevant to nuclear safety identified during the implementation of the Performance, in which the Contractor decides to remove

the non-conformity or the non-conforming product by repair or to keep the non-conformity or the non-conforming product with the exception. These reports must include a technical justification for the settlement of the non-conformity or the non-conforming product. If the subject of Performance is the selected equipment, the Contractor is required to use feedback from similar performances implemented in nuclear power plants as part of the continuous improvement process.

In the case of Performance which, within the meaning of the Contract, belongs to the so called **Quality category A+Asv+ (Quality category 2 according to SE), Selected Equipment BT4**, the following provisions apply:

18.2.16. The Contractor is required to have a functional quality management system that meets the requirements of the ISO 9001 standard, and demonstrate this at the ICE's request.

If the Contractor of Performance is a natural person who carries out Performance in person on the basis of proof of their professional competence, they are not obliged to have a Quality Management System established and maintained during the term of the Contract, but demonstrates the personnel, technical, material, and organizational prerequisites for implementing the Performance.

In the event that the Contractor is not the manufacturer of the subject of Performance, the provisions of this clause apply to the manufacturer of the subject of Performance, and the Contractor undertakes to ensure that the manufacturer of the subject of Performance is committed to meet the requirements of this clause.

18.2.17. The Contractor is obliged to respect the specific requirements of the state technical supervision and to project them into their own quality assurance documentation by incorporating them in a quality manual in accordance with ISO 9001 or by elaborating them in the quality plan according to ISO 10005. The quality plan shall be handed over to ICE within 20 days of signing the Contract.

18.2.18. The Contractor undertakes to keep documents relating to activities affecting the quality throughout the duration of the contractual relationship so as to prevent their damage, loss or destruction. Documents not handed over to SE or ICE shall be kept for a period of 5 years after the completion of the subject of Performance of the Contract. They shall be handed over to ICE before shredding.

18.2.19. The Contractor shall be obliged to allow the audit to be carried out by an inspector of state supervision and state professional supervision, professionally competent SE/ICE staff or professionally qualified personnel of another organization on the Contractor's behalf for the purpose of the quality and related documentation checks and reviews when implementing Performance, auditing the quality management system or checking the fulfilment of only selected ISO 9001 requirements, including reviewing the personnel, technical, material, and organizational preconditions for implementing Performance and for the purpose of auditing compliance with the Contractor's quality plans in all the Contractor's premises and facilities.

18.3 **Safety Management System**

This clause applies to the Contractor if the requirement for the Safety Management System that functionally complies with the principles and requirements in accordance with OHSAS 18001 or an equivalent Standard/Directive is part of the requirements to the Contractor or part of the Contractor's qualification.

The Contractor is required, depending on the nature of the Performance and the related activities, to have a functional safety management system that meets the requirements of OHSAS 18001 or an equivalent standard/directive which, during the period of effectiveness of the Contract, shall be demonstrated at the SE or ICE request by:

- a) a valid confirmation about performing the audit of its Safety Management System by SE/ICE (according to clause 18.5) or requests SE/ICE to perform the audit, or
- b) a valid certificate issued by an accredited certification company; or
- c) a documented description of its Safety Management System.

18.4 **Environmental Management System**

This clause applies to the Contractor if the requirement for the Environmental Management System according to ISO 14001 or an equivalent standard/directive is part of the requirements applying to the Contractor or part of the Contractor's qualification.

The Contractor is required, depending on the nature of Performance and the related activities, to have the functional Environmental Management System that meets the requirements of ISO 14001 or an equivalent standard/directive, which, during the period of effectiveness of the Contract, shall be demonstrated at the request of SE or ICE:

- a) a valid confirmation about performing the audit of its Environmental Management System by SE/ICE (according to clause 18.5) or requests SE/ICE to perform the audit, or
- b) a valid certificate issued by an accredited certification company; or
- c) a documented description of its Environmental Management System.

18.5 **Audits of the Management Systems**

SE are entitled to perform an audit of the management system at the Contractor in terms of clauses 18.2 and/or 18.3 and/or 18.4 during the term of the Contract.

In such a case, the Contractor is required to allow SE/ICE qualified personnel or a suitably qualified staff of another organization to audit the management system on the Contractor's behalf.

18.6 If the Contractor is a natural person who carries out the subject of the Contract in person, the Contractor is not subject to the obligation to have a management system during the Contract fulfilment.

XIX. LABOUR LAW AND OHS

The provisions of this Article shall only apply if the Contractor enters SE premises.

19.1 Obligations of the Contractor Regarding the Provision of OHS

19.1.1 Prohibition of smoking

Smoking is generally prohibited in all SE workplaces. Smoking is only allowed in places (smoking areas) designated for this purpose.

The Contractor undertakes to comply with this regulation. The Contractor also undertakes to inform the employees involved in the implementation of the Contract in the SE premises of the prohibition of smoking during the implementation of Performance under the Contract.

19.1.2 Throughout the entire duration of the Contract, the Contractor shall be required to:

- a. appoint a sufficient number of persons from their personnel who shall be responsible for overseeing the work activities and ensuring the implementation of the instructions received, while checking their correct implementation by the employees (hereinafter referred to as the "Job Supervisors") and their presence in the SE workplaces according to the SE requirements and technical specifications;
- b. employ properly trained and informed personnel with regard to the work to be done and the risks and precautions to be taken;
- c. employ personnel with adequate professional competence and certification relevant to the activities to be performed, as required by the applicable SE legislation and procedures;
- d. provide services in full compliance with the Contract, as well as to comply with all provisions of the applicable laws, regulations and technical standards required by the competent authorities that are in force during the implementation period, as well as any other regulations that might affect the Contract; the Contractor shall directly bear all the obligations and costs;
- e. use personnel properly employed under current legislation, to pay their employees an agreed wage and to pay all taxes, insurance, social security and pension contributions, determined by law and valid under collective agreements;
- f. comply with all applicable laws on fire protection, safety, hygiene and health of the employees;
- g. allow ICE, SE and/or third parties authorized by SE to perform inspections set forth in the Contract and/or applicable legislation to determine the professional competence of the Contractor's personnel in relation to the type of the work performed;
- h. in the event of a fatal or serious injury and regardless of the prognosis, in the case of accidents caused by electricity or a fall from heights that occurs during the performance of activities under the Contract, immediately notify SE of the accident and send ICE the investigation report within 8 calendar days after the injury;
- i. by the 10th day of each month, report the number of hours (regular and overtime) worked under the Contract during the previous month, with a specific indication of the hours worked by self-employed persons, if they exist (in case a Log is not kept).

19.1.3 Prior to joining the SE workplace, the Contractor shall take over the workplace from ICE (Contract Manager for ICE in co-operation with the facility manager), indicating the OSH state and making an entry in the Log.

19.1.4 The Contractor undertakes to observe all regulations for the provision of OHS and fire protection (hereinafter referred to as "FP") in the preparation and implementation of the subject of the Contract, as set out in the legal regulations and technical standards in force in the Slovak Republic and adhere to the agreed work procedures and technological discipline. The Contractor is required to identify and be responsible for the use of safe work and technological procedures, organization of contractual performances, designation and spatial definition of the workplace, safe status of workplaces, premises, communications and social spaces taken over from ICE.

19.1.5 The Contractor is responsible for the safe state of used mechanisms, machines, equipment, tools, instruments, materials. The Contractor is required to operate and maintain such equipment in such a technical condition and to behave in the SE premises or the premises of the subject of Performance so as to avoid damage. In the event of deficiencies in the Contractor's technical facilities, ICE or SE have the right to suspend their operation or to order them to leave their premises. Any delay in Performance shall not be considered a delay caused by ICE.

19.1.6 For the activities with a higher risk of fire, the Contractor shall be obliged to set up a fire-fighting assistance at the Contractor's expense and to equip the personnel carrying out the said activity with an orange vest with the inscription "Fire Protection Assistance" meeting the requirements of EN ISO 14116 or EN ISO 11612.

19.1.7 The Contractor shall be obliged to respect the order for termination of the contractual Performance, issued by the Contract Manager for ICE or a person authorized to do so, a security technician or a fire engineer (FP), due to a threat to the operation, health and life of the persons or property, until further notice. The Contract Manager for ICE who issued such an order is obliged to make an entry in the Log. If the Contract Manager for ICE issues an order to terminate the contractual Performance for reasons on the Contractor's side, any delay in Performance shall not be considered a delay caused by ICE.

19.1.8 The Contractor's employees are required to use only entrances and exits intended for that purpose, to stay at the workplace that is related to execution of the contractual Performance, to maintain cleanliness and order at the workplace and other used SE premises throughout the implementation of Performance. Upon termination of the contractual Performance, the Contractor is obliged to hand over the workplace in a clean and faultless condition.

19.1.9 The Contractor is responsible for professional and medical fitness and sufficient training in the field of OHS and FP for the employees as well as for the self-employed persons, and is required to manage and control the execution of Performance in

the workplace so as not to damage the health of SE employees, their own employees as well as third party workers, and to avoid damage to property and the environment. The Contractor's employees are prohibited from executing Performance under the influence of alcohol or narcotic and psychotropic substances, staying in the SE premises under the influence of alcohol or narcotic and psychotropic substances, as well as using alcohol or narcotic and psychotropic substances at the workplace.

- 19.1.10 The Contractor shall provide their workers with the necessary personal protective equipment and means (hereinafter referred to as the "PPE") and shall ensure their use. The Contractor shall ensure labelling of all their employees' workwear by the company name to match the company name on the entry card for entry to the workplace, the label being distinct and permanent.
- 19.1.11 The Contractor shall, while implementing the Contract, ensure performance of functions of the safety coordinator and the documentation coordinator at the workplace in accordance with the requirements of the technical specification by a sufficient number of suitably qualified persons under Government Regulation No. 396/2006 Coll. on the minimum safety and health requirements of construction sites, as amended.
- While implementing the Contract and in accordance with the requirements of the technical specification, the Contractor shall ensure performance of the function of an authorized security technician/security technician by a sufficient number of competent persons and to the extent required.
- 19.1.12 The contractor is obliged to provide the equipment of the protocol-based taken over workplaces with a safety and health marking in accordance with Government Regulation No. 387/2006 Coll. on the requirements for ensuring safety and health signs at work and Government Regulation No. 396/2006 Coll. on the minimum safety and health requirements of construction sites and the Indicative List at the end of this document.
- 19.1.13 The Contractor is obliged to provide a sufficient number of first-aid kits for the performance of their activities at their workplaces in the SE premises or in the premises of the subject of Performance.
- 19.1.14 The Contractor is obliged to fulfil the obligations related to the occurrence of extraordinary events (injuries, fires, accidents, near misses, first aid, etc.) to the competent state authorities and notify them and ICE of such an event immediately (within 30 minutes) for the purpose of an objective examination and acceptance of preventive measures. The Contractor shall be obliged to notify ICE/SE of any injury that has occurred during performance of activities under the Contract, regardless of the consequences, and subsequently provide ICE/SE with a detailed description of the event.
- 19.1.15 In the event of an injury, if the affected person was unable to undergo an alcohol test, the Contractor shall be obliged to ensure that such a test is carried out as soon as possible. The record of its execution shall be submitted immediately to ICE.
- 19.1.16 If a fire occurs and is subsequently put out by fire units using their fire extinguishers, and if the fire was caused by the Contractor's fault, the Contractor undertakes to cover the costs of extinguishing the fire.
- 19.1.17 The Contractor is obliged to mark all containers with flammable substances, heavy fuel oils and vegetable and animal fats and oils in accordance with Decree of the Ministry of Interior of the Slovak Republic No. 96/2004 Coll. that lays down the principles of fire safety in handling and storage of flammable liquids, heavy fuel oils and vegetable and animal fats and oils and containers with flammable gases and combustion promoting gases within the meaning of Decree of the Ministry of the Interior of the Slovak Republic No. 124/2000 Coll. that lays down the principles of fire safety for flammable gases and combustion promoting gases located at the Contractor's premises.
- 19.1.18 The Contractor is required to process and submit technology procedures, safe working procedures, OSH and risk analysis for the performed work to ICE, according to the nature of contractual Performance.
- 19.1.19 The Contractor is required to inform ICE in advance of changes in the Performance execution technology and the changes to the documentation referred to in the previous clause and clause 9.4.5.
- 19.1.20 The Contractor undertakes not to use any materials or items containing asbestos during the execution of Performance under the Contract. If asbestos is in the assigned work area or is suspected to be located there, the Contractor is obliged to stop the work and inform the job supervisor to ensure that the correct procedure is followed. All other relevant activities must be carried out in accordance with Regulation No. 253/2006 Coll., as amended.
- 19.1.21 **Supplementary provisions applicable to SE plants**

The Contractor is obliged to ensure that their employees stay only at the designated workplace and the related premises.

The Contractor shall equip their staff with the necessary PPE and ensure their use. The minimum equipment of the staff with PPE is:

- (i) protective helmet with fixing strap according to EN 397,
- (ii) safety goggles according to EN 166, EN 170,
- (iii) safety footwear in accordance with STN EN ISO 20345 in the design of at least S3 or S1P and
- (iv) working clothes (at the external site, clothing with reflective elements or reflex vest), in technological rooms in an antistatic design meeting the requirements of EN 1149-5.

If the requirements for other prescribed PPE have to be met to perform the work activities, the Contractor shall ensure the allocation and use of these PPE beyond the minimum SE requirements. The obligation to use the minimum PPE applies in the SE premises and at the building sites. Protective goggles for the employees working in the controlled NPP area shall be provided by SE. The Contractor is obliged to equip the workers carrying out the "slinger" activity with a warning vest of orange colour with the inscription "Slinger" and a helmet cover with the inscription "Slinger".

ICE/SE shall, if necessary, arrange emergency services to the Contractor's injured employees.

Unless otherwise agreed in the Contract, the Contractor shall, at their own expense, provide security and fire protection measures in the course of activities with an increased risk of fire performed by the Contractor in places with the potential of a

fire or explosion. ICE/SE shall notify the Contractor of these places when handing the workplace over.

19.2 Sanctions for Violation of OSH Rules

19.2.1 For violation of the OSH rules and regulations by the Contractor's employee, ICE may require the Contractor to provide additional special OHS training for that employee, and ICE may request reimbursement for such additional training directly from the Contractor's employee.

XX. INSURANCE

20.1 The Contractor's insurance contract must be valid for the entire duration of the Contract and concluded within the scope and insurance limit that adequately covers all damages that the Contractor may cause by their activities. In the event that the Contractor provides a Performance Guarantee, the insurance contract must also be valid during the warranty period.

20.2 In the event that the subject of the Contract is the execution of Performance also on the SE property and for this purpose the Contractor takes over and transfers the SE and ICE property outside the of SE and IC premises, the Contractor shall be obliged to have a liability insurance up to the amount of the new value of the transferred property belonging to ICE and SE.

The SE and ICE property may only be transferred with the written consent of SE and ICE by the entry in the Log, signed by the ICE or SE Contracts Manager, or the take-over protocol or other protocol on the handover and takeover of the SE property for the transfer outside the SE premises.

XXI. INDUSTRIAL AND INTELLECTUAL PROPERTY

21.1 The Parties note that, according to Section 558 et seq. of the Commercial Code, if Performance is the result of an activity protected by an industrial or intellectual property right (hereinafter referred to as the "**Copyright Work**"), SE are entitled to use it for the purposes arising from a contract concluded with ICE in the manner necessary for the proper use of the Performance especially for use according to Section 19 of Act No. 185/2015 Coll. Copyright Act, as amended (hereinafter referred to as the "**Copyright Act**"), for the duration of the property rights of the author within the meaning of Section 32 of the Copyright Act. The royalty for the use of the **Copyright Work** within the scope of this clause is included in the Price.

21.2 The Parties agree that if the Copyright Work is to be used in a manner other than that described in the preceding clause, the Contractor undertakes, as an author, without undue delay, no later than **15 days** after the IC's invitation, to enter into a licensing agreement with ICE as the acquirer in accordance with the provisions of Section 65 et seq. of the Copyright Act, the subject of which shall be:

- (i) granting consent to SE for the exercise of the property rights constituting the copyright for the Copyright Work, under which the Contractor grants ICE an **exclusive license** to an unlimited extent; and
- (ii) granting the ICE's prior consent to grant a sub-license for the duration of the copyrights of the author within the meaning of Section 32 of the Copyright Act, under which SE may use the Copyright Work in particular in the manner specified in Section 19 (4) of the Copyright Act. The fee for granting the license under this clause is included in the Price.

21.3 The Parties agree and confirm that if the Contract has the character of a contract for work and if under the Contract a Copyright Work is created under Section 87 of the Copyright Act (computer program), ICE shall have the status of the Customer in accordance with Section 91 (4) of the Copyright Act.

21.4 In the event that, in the course of executing the Performance, the Contractor creates the Work that fulfils the definition of

- a) patentable invention in accordance with the relevant provisions of Act No. 435/2001 Coll. on patents and supplementary protection certificates, as amended, and requests granting 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, as amended, and applies to protection of the Work by the utility model, or
- c) a design according to the relevant provisions of Act No. 444/2002 Coll. on designs, as amended, and asks for the registration of the Work as a design, or
- d) other subject of industrial property

(hereinafter together referred to as the "**Subject of Industrial Property**"),

the Contractor undertakes, as a provider, without undue delay, no later than **15 days** after the acquisition of the right to the Subject of Industrial Property, to conclude a licensing agreement with ICE as the acquirer in favour of IC in accordance with Section 508 et seq. of the Commercial Code, which shall deal with the use of a work protected as the Subject of Industrial Property (hereinafter referred to as the "**License**"). The Contractor undertakes to grant ICE an unlimited License for its performance within the scope of the IC's overall business for the duration of the rights to the Subject of Industrial Property. The fee for granting the License under this clause is included in the Price.

21.5 The Contractor undertakes to settle all legal relations with third parties who have created or provided the Content of the Performance, in particular by concluding the relevant copyright and other agreements so that these persons cannot claim against ICE any claims arising out of personal, copyright, industrial, related to copyright or other similar rights in respect of the proper performance of the Contractor's obligations under the Contract. In the event the Contractor is revoked without a legal successor, the Contractor shall be obliged to provide ICE with source data for the created Work or the Subject of Industrial Property before its termination.

XXII. CONFIDENTIALITY OF INFORMATION

22.1 The Contractor undertakes to treat any data, information or documents obtained in connection with the tender, conclusion or performance of the Contract as confidential information (including confidential business secrets, confidential information of a financial nature, sensitive information about critical infrastructure etc.) which, without the prior written consent of SE and ICE, cannot be given to third parties or used contrary to their purpose for their needs. The Contractor also undertakes to observe confidentiality of information even after the termination of the Contract. The limitations in this clause do not apply to providing confidential information

to ICE dependent persons under the Income Tax Act, e.g., persons economically, personally or otherwise related to SE (hereinafter the "Affiliated SE Enterprise") and consultants of the Party (e.g. an auditor, a lawyer), provided that the Affiliated ICE Enterprise and the mentioned consultants are bound by a duty of confidentiality at least to the same extent as is listed in this clause. Infringement of the provisions of this clause shall not also be the case of providing confidential information to a legitimate request from a public authority or other governmental authority, or the case when the provision of confidential information is imposed on the Party by a generally binding legal regulation.

Information submitted under and in connection with the Contract shall be subject to the terms of the Contract for a period of **5 years** from the date of termination of the Contract. If so requested by either Party, the Parties undertake to initiate, without delay, negotiations to extend the obligation of the Parties to maintain the confidentiality of the "confidential" information handed over under the Contract, and subject to the agreement of the Parties on the updated content of the "confidential" information agreed by the two Parties, undertake to conclude an amendment to the Contract extending the obligation of the Parties to maintain the confidentiality of the "confidential" information handed over under the Contract even after the expiry of the agreed period.

In the event of leakage of facts of the nature of confidential information or business secrets for reasons attributable to the Contractor or in the event of a breach of the Contractor's obligation under this clause, ICE shall have the right to claim a contractual penalty against the Contractor in accordance with clause 15.8.

- 22.2 Unless otherwise agreed in the Contract, the Contractor shall not be entitled, without the prior ICE's written consent, to designate ICE as their business partner, or to use the ICE business name or logo to promote themselves or their activities or in media statements in any form. In the event of a breach of the obligation under this clause, ICE shall be entitled to claim a contractual penalty against the Contractor in accordance with clause 15.8.

XXIII. PRIVACY POLICY

- 23.1 The Contractor undertakes, in case they come into contact with personal data of SE or ICE when performing the subject matter of the Contract, to maintain confidentiality and to comply with the requirements of the applicable legislation, in particular Act No. 122/2013 Coll., on the Protection of Personal Data, as amended, and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation). The duty of confidentiality also applies after the termination of the Contract.

XXIV. ENVIRONMENTAL PROTECTION

- 24.1 The Contractor undertakes to comply with all environmental protection rules laid down by legislation and technical standards applicable in the Slovak Republic in the preparation and implementation of the subject matter of the Contract.
- 24.2 The Contractor is obliged to operate and maintain the used machinery, equipment, tools, instruments and materials as well as warehouses and workshops in such a technical condition and to operate in the SE premises and the premises of the subject of Performance in such a way as to avoid damage to the environment.
- 24.3 The Contractor is required to comply with the order to terminate the contractual Performance given by the ICE Contract Manager for environmental reasons until further notice. The Contract Manager for IC who issued such an order is obliged to make an entry in the Log. If the Contract Manager for ICE issues an order to terminate the contractual Performance for reasons on the Contractor's side, any delay in the Performance shall not be considered a delay caused by IC.
- 24.4 The Contractor is obliged to fulfil the obligations related to the occurrence of environmental emergencies to the relevant governmental authorities and to notify SE and the ICE without undue delay of such an occurrence for the purpose of objectively investigating and taking precautionary measures.
- 24.5 In the event of an occurrence of an environmental threat on the part of the Contractor, the Contractor is responsible for the elimination of the cause, the consequences, and any financial compensation for the damage in full.

24.6 Handling of Chemical Substances and Chemical Mixtures

24.6.1 The Contractor is obliged to treat CHS and CHM in accordance with the Chemical Act, Act No. 128/2015 Coll. on the prevention of major industrial accidents, as amended, Regulation (EC) No. 1907/2006 concerning the registration, evaluation, authorization and restriction of chemicals (REACH) and Regulation (EC) No. 1272/2012 on classification, labelling and packaging of substances and mixtures (CLP).

- (i) The Contractor shall be obliged, in good time before commencing performance of the subject of the Contract (min. 20 days before the Performance implementation), to submit to ICE the list of CHS and CHM that shall be used in the SE premises under the Contract. The Contractor is also required to submit a Security Data Sheet ("SDS") for the used CHS and CHM, and ensure its presence at the Contractor's workplace, and, upon request, notify CHS and CHM pre-registration or registration numbers in accordance with the REACH Regulation. The SDS must be in Slovak. Upon the ICE's request, the Contractor is also required to submit a CHS and CHM technical sheet, instructions for use and the technological procedure for working with CHS and CHM.
- (ii) The Contractor may only use CHS and CHM that are on the CHS and CHM list authorized for use in SE. The list of CHS and CHM approved for use in SE shall be provided to the Contractor upon request by the Contract Manager for ICE. The Contractor is entitled to request the approval and completion of the used CHS and CHM list only through the ICE Technical Supervision or the ICE Contract Manager, who proceed in accordance with the Internal Management Regulation for chemicals management. To this end, the Contractor is required, in addition to the SDS, to provide ICE with any additional data to document selected CHS and CHM critical parameters.
- (iii) SE are entitled not to approve the use of the Contractor's CHS and CHM if there is an appropriate equivalent, or if there is a risk that its use may endanger the environment or lead to problems during its disposal. ICE shall inform the Contractor of the above.
- (iv) Packages of all CHS and CHM used by the Contractor must be labelled according to clause 9.3.3 in Slovak in accordance

with valid legislation.

- (v) If the Contractor uses other CHS and CHM as agreed or their packaging is not labelled in accordance with clause 9.3.3, ICE has the right to interrupt or completely suspend the Contractor's performance.
- (vi) The Contractor is obliged to inform ICE at specified intervals (min. 1x monthly), in the form designated by IC, of the amounts of CHS and CHM stored.

24.6.2 The Contractor is required, in connection with the implementation of the Performance, to allow the qualified SE personnel (department of the environment) to carry out a CHS and CHM management inspection in order to verify the correctness of the procedures used.

24.7 Waste Handling

24.7.1 The Contractor is obliged and undertakes to handle waste in accordance with the Waste Act, as amended, in particular:

- (i) prevent or reduce the adverse impacts of waste generation and waste handling in the context of the waste management hierarchy;
- (ii) in the performance of the waste-related supply business, be guided by the instructions of the relevant ICE or SE technical supervision in accordance with the internal rules applicable to the waste area at the relevant SE plant or premises of the subject of Performance;
- (iii) collect waste sorted by type of waste in designated containers and secure them against deterioration, theft, or other undesirable leakage, waste collection areas shall be assigned to the Contractor by ICE or SE (relevant ICE or SE technical supervision);
- (iv) collect hazardous waste separately according to its types, label it in the designated manner (waste name, graphic symbol of hazardous properties and waste identification sheet), handle it in accordance with the Waste Act and the related legislation, ensure the collection of dangerous waste before the release of harmful substances into the soil, water, air;

24.7.2 in connection with Performance implementation, enable qualified ICE or SE personnel (department of the environmental and ICE or SE technical supervision) to carry out a waste handling check to verify the correctness of the procedures used.

24.8 Handling of Hazardous Substances, Ozone Depleting Substances and Fluorinated Greenhouse Gases

24.8.1 The Contractor is obliged to handle hazardous substances (petroleum substances, chemicals, etc.) in the course of their activities in accordance with the requirements of Act No. 364/2004 Coll. on waters, as amended, so as to prevent threat or water pollution, to prevent an extraordinary deterioration or threat to the quality of water, and in cases where the Contractor's activity results in the pollution of the surface water or groundwater, to immediately report this to ICE and to take the necessary measures to prevent further deterioration of water quality.

24.8.2 The Contractor is required, while performing their activities, to handle

- (i) with ozone depleting substances in accordance with Act No. 321/2012 Coll. on the Earth's ozone layer protection and on the amendment and supplementation of some laws, as amended, and Regulation (EC) No. 1005/2009 on substances that deplete the ozone layer,
- (ii) with fluorinated greenhouse gases in accordance with Act No. 286/2009 Coll. on fluorinated greenhouse gases and on amendments and supplements to certain laws, as amended.

24.8.3 Organic solvents may only be used by the Contractor in accordance with the requirements of Decree of the Ministry of Environment of the Slovak Republic No. 410/2012 Coll., which implements certain provisions of the Act on the Air, as amended,

24.8.4 In the case of transportation of the SE or ICE property containing dangerous substances that is the subject of the Performance, the Contractor undertakes to comply with the provisions of the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) (Decree of the Minister of Foreign Affairs No. 64/1987 Coll.), as amended, and Act. No. 56/2012 Coll. on road transport, as amended.

24.8.5 The Contractor is obliged to store hazardous substances in the premises designated by SE or in their own dedicated spaces forming the construction site equipment, after prior approval by the SE.

XXV. RULES OF ETHICAL BEHAVIOUR

25.1 The contractor is aware of the fact that the SE, in the management of business activities and relationships, are guided by the principles enshrined in the SE Code of Ethics and the Corruption Zero Tolerance Plan, the texts of which are published on the website <http://www.seas.sk/spolocnost> (hereinafter referred to as the "Principles"). The Contractor undertakes to adhere to the same Principles in the management of their business activities and in the management of their relations with third parties.

XXVI. APPLICABLE LEGISLATION

26.1 The Contract and the relationships arising from or related to the Contract have been concluded in accordance with the relevant provisions of the Commercial Code and other generally binding legal regulations applicable in the territory of the Slovak Republic, excluding the application of the United Nations Convention on Contracts for the International Sale of Goods. Unless otherwise stated in the Contract, the contractual relations of the Parties arising under the Contract and not expressly governed by it shall be governed by the relevant provisions of the Commercial Code and other generally binding legal regulations of the Slovak legal order.

XXVII. DISPUTES

27.1 The Contractor declares that, at the date of conclusion of the Contract, they are not a participant in the ongoing litigation or arbitration proceedings against SE.

INDICATIVE LIST OF SERIOUS, VERY SERIOUS AND EXTREMELY SERIOUS VIOLATIONS OF SAFETY AT WORK

Category	Violation	Severity
Injury reporting	Non-notification of SE (up to 12 hours after the event) of fatal or serious accidents (first prognosis of duration of temporary incapacity for work - 30 days or longer), or electrical injuries or injuries caused by falling from a height, regardless of the prognosis.	Black
	Non-notification of SE (within 24 hours of the event) of registered occupational injuries (first prognosis of duration of temporary incapacity for work - from 1 to 30 days).	Red
General provisions	Non-participation in coordination meetings (if they are mandatory under OSH or SE procedures)	Yellow
	Non-determination of the job supervisor at the plant.	Red
	Non-determination or non-execution of safety/documentation coordinator activities, authorized security technician/safety technician according to the SE requirements.	Red
	Poor supervision of the work done.	Red
	Non-performance of the "pre-work check" (if relevant).	Red
	Alcohol or drug consumption at the workplace.	Black
	Employing personnel about which SE were not informed or personnel not approved by SE.	Black
	Employing personnel with no professional profile / qualification / professional training required to perform the activities in accordance with the OSH regulations and SE provisions (such as electrical work, work in a confined space, work at heights, under water).	Black
	Starting to carry out activities before obtaining an SE permission.	Black
	Use of special vehicles / machines / equipment that do not comply with valid legislation and technical standards.	Red
	Use of special vehicles / machines / equipment that were not previously reported to the SE (e.g. load-lifting equipment, dumpers).	Red
	Unauthorized use of special vehicles / machines / equipment owned by SE.	Red
	Missing documentation confirming the checks / tests of the Contractor's special vehicles / machines / equipment used during works for SE, according to OSH regulations.	Red
	Failure to comply with traffic regulations.	Red
	Use of tools, devices, machines and chemicals, the use of which has not been approved by SE or does not comply with technical and regulatory requirements.	Red
	Manipulation with scaffolding / temporary structures / protection means belonging to SE or other contractors.	Black
	Non-use of temporary facilities and fencing on the site and their inadequate maintenance.	Yellow
	Missing procedures of the Contractor related to safety-critical activities to be implemented.	Red
	Insufficient or missing documentation required for the purposes of inspections and controls related to the OHS field, as defined by SE or legislation.	Yellow
	Non-compliance with the provisions of the OSH Plans set by SE for the intervention management.	Red
Non-use of Personal Protective Equipment (PPE) or use of PPE that do not comply with the OSH regulations or are damaged (e.g. CE conformity marking under the European Community).	Red	
Non-marking of the workspace and non-fitting of adequate barriers to fence the area where it is needed.	Red	
Deficiencies in securing works on an open reactor and other open technology and foreign material exclusion (FME).	Yellow	

	Missing/incorrect/incomplete security markings on temporary roads.	
	Presence of a person under the influence of alcohol or other narcotic and psychotropic substances at the workplace in the SE premises, in the SE workplace outside the SE premises and taking in such substances into the SE premises or to the SE workplaces outside the SE premises.	
	Failure to respect safety and health signs, orders and prohibitions.	
	Missing/incorrect/incomplete security markings.	
	Use of work equipment, technical condition or version of which do not comply with safety regulations.	
	Inappropriate arrangement/storage of materials at the workplace at the site/maintenance workplace and at the power plant.	
	Failure to maintain cleanliness and order at the workplace and in other used SE areas.	
	Missing appropriate measures for emergency management.	
Electrical Risks	When working with voltage, non-application / misapplication / incomplete application of relevant OSH practices.	
	Non-application / inappropriate application / incomplete application of 5 gold rules regarding electrical risk.	
	Failure to use PPE and collective protective equipment (CPE) for electrical hazards.	
	Use of PPE and collective protective equipment (CPE) for electrical hazards that do not comply with OSH regulations.	
	Use of the Contractor's equipment that has not been inspected and reviewed (by the person responsible for the area) when working on live electrical equipment.	
	Insufficient control (by those responsible for the area) of the Contractor's tools and the absence of valid certificates for work on live electrical equipment.	
	Incompatibility / incomplete compliance with other OSH and SE regulations on the prevention of electrical hazards.	
	Insufficient grounding and protection of hand tools used in the workplace.	
Work at Heights	Failure to use PPE and collective protective equipment (CPE) for the risks of falling from heights.	
	Failure to use PPE and collective protective equipment (CPE) for the risks of falling from heights that do not comply with OSH regulations.	
	Incompatibility / incomplete compliance with other OSH and SE regulations relevant to work at heights.	
Mechanical Lifting of Loads	Incorrect use of load lifting devices / use of incorrect lifting procedures.	
	Missing OSH plan for load-lifting operations by mechanical devices.	
Working with Exposure to Chemical Hazards	<i>CARCINOGENS – MUTAGENS – ACUTE POISONS</i>	
	Non-notification of SE of the introduction of such chemicals into the SE plants.	
	Non-compliance / incomplete compliance with OSH and SE provisions regarding labelling and safety data sheets when handling, transporting, using and storing chemicals.	
	Deficiencies and breaches of rules for works with the risk of exposure to dust from asbestos or asbestos-containing materials.	
	<i>OTHER CHEMICALS</i>	
	Non-notification of SE of the introduction of such chemicals into the SE plants.	
	Non-compliance / incomplete compliance with OSH and SE provisions regarding labelling and safety data sheets when handling, transporting, using and storing chemicals.	
Working with the Risk of Physical Agents	Emission of physical agents (e.g. noise, shock, dust) not reported to SE.	

Work with Fire / Explosion Risk	Deficiencies and breaches of the fire safety rules (legislation and SE internal regulations with which the Customer has been familiarized).	
	Non-compliance / incomplete compliance with OSH and SE provisions on fire prevention measures.	
	Non-compliance / incomplete compliance with OSH and SE provisions on explosion protection measures (ATEX).	
	Breach of the established prohibition of smoking.	
Working with Open Fire (such as welding and cutting)	Work is not carried out in accordance with the OHS and SE open fire regulations.	
Excavations (depth of more than 1.5m)	Activities are not protected against exposure to the OSH risks in connection with excavations.	
Work in Confined Spaces	Activities unprotected against exposure to OSH risks related to confined spaces according to the SE classification.	
Work over Water / with Hydraulic Risk	Work is not carried out in accordance with the OSH and SE regulations related to the risk related to water works.	
	Work is not carried out in accordance with the OSH and SE regulations related to hydraulic risk.	
Underwater Work	Work is not carried out in accordance with the OSH and SE regulations related to underwater work.	

EXPLANATORY NOTES

	Extremely serious violation
	Very serious violation
	Serious violation