General Terms and Conditions of the ENVIEN GROUP

Special Part D.

Purchase of Goods and Services, Work Performance

Art. I
Introductory Provisions

1. This Special Part "D" of the GTC regulates contractual relations between EG as a buyer, client or customer (hereinafter referred to as the "**Customer**") and its business partner as a seller, supplier or contractor (hereinafter referred to as the "**Supplier**") in the purchase of goods, performance of work, provision of services or jobs, and in other activities under purchase contracts, contracts of work, service contracts other similar contracts concluded between the Customer and the Supplier (hereinafter referred to as the "**Contract**"). The term **"Parties"** means a joint designation of the Customer and the Supplier who have entered into a legal relationship under the Contract; a "Party" in singular means either party to the concluded Contract.
2. The subject matter of the Contracts specified above includes the following commitments:
   - The Supplier undertakes to supply the goods to the Customer in compliance with the Customer's requirements specified in the Contract and transfer title to these goods to the Customer; the Customer undertakes to take over the goods and pay the price in the agreed amount to the Supplier;

   or
   - The Supplier undertakes to provide the Customer with the services in the scope and manner defined in the Contract, and the Customer undertakes, in return for the provided services, to pay the Supplier the reward in the agreed amount or provide the Supplier with the agreed form of cooperation;

   or
   - The Supplier undertakes to perform and hand over the work defined and specified in the Contract to the Customer, which meets the guaranteed parameters specified in the Contract, and the Customer undertakes to take over the work and pay the Supplier the price in the agreed amount or provide the Supplier with the agreed form of cooperation/consideration.
3. For the purpose of these GTC, the subject of the commitment agreed in the Contract is hereinafter referred to as the "**Deliverables**" (goods, services, activities, work, etc.).

Art. II
Basic Terms and Conditions

1. The Supplier undertakes to supply the Deliverables in the scope defined in the Contract and annexes thereto and in compliance with the requirements specified therein.

2. Unless otherwise agreed by the Parties, the Supplier shall not be entitled to supply any partial Deliverables. Any and all Deliverables provided by the Supplier beyond/below the scope agreed in the Contract must be subject to the Customer's prior written consent and approval in the form of a written amendment. The Customer shall not be obliged to take over or pay for any Deliverables performed prior to such Customer's approval.
3. When performing work, the Supplier undertakes to execute it at is own expense, in its own name and on its own responsibility. The Supplier declares to be fully familiar with the scope and nature of the work, aware of any and all technical, qualitative and other conditions required for its implementation, to have the capacities and expertise required to execute the work, and to have assessed and priced with due care all the deliverables necessary for the proper execution of the work.
4. When performing work, the Supplier is responsible for deliveries and undertakes to deliver any and all material, jobs, or services necessary for the proper execution of the work and of which the Supplier knows or should know when exercising due care. Changes to the work resulting in an increased price of the work may only be made in justified cases which could not have been foreseen beforehand and only with the Customer's prior written consent. The Supplier must not make any changes to the work without the Customer's approval; should the Supplier carry out any such changes, it shall not be entitled to reimbursement of the costs incurred.

Place and Date of Supply of Deliverables

5. If no date is agreed for the supply of Deliverables in the Contract, the Supplier shall supply the Deliverables within thirty (30) days of the date of the Contract.
6. The Customer shall not be obliged to take over the Deliverables prior to the date agreed for the supply of Deliverables. Should the Supplier wish to hand over the Deliverables prior to the agreed date, the Customer may take them over at an earlier date proposed by the Supplier provided that the Customer's operational conditions allow for such earlier takeover and that the Supplier notifies the Customer of that earlier date at least 5 business days prior to the date planned for the handover of Deliverables.
7. If no place is agreed for the supply of Deliverables in the Contract, the Supplier shall supply the Deliverables to the Customer's registered office. The delivery clauses used in the Contract refer to Incoterms®2020.
8. The Customer is entitled to carry out continuous inspections of the execution of the Deliverables. The Customer is entitled to carry out inspections under this provision hereof without notice and without any limitations, and the Supplier undertakes to arrange the presence of its responsible representative and to provide, upon Customer's request, the Customer with any and all information required for that purpose. Should any deficiencies be found in the execution of Deliverables or in the performance of other Supplier's obligations under the Contract, the Customer shall be entitled to claim remedy from the Supplier, and the Supplier undertakes to take measures, without undue delay, aimed at removing such deficiencies and notify the Customer of the remedy. The Customer shall also be entitled to send by post or email a written request for, or demand an explanation of, the performance of obligations under the Contract, and the Supplier undertakes to respond in the

same manner no later than within 3 business days. Conducting an inspection of the execution of Deliverables by the Customer shall not mean acceptance of the Deliverables by the Customer. The Supplier shall remain fully liable and bear the risk of damage to the Deliverables until they are properly handed over. Should the Supplier fail to provide remedy within a reasonable period determined for such a purpose by the Customer, the Customer shall be entitled to withdraw from the Contract. In the event that during the execution of work, the place of performance of the work/work (construction site/workplace) is handed over, the Supplier is responsible for the protection of property at this place.

Transfer of Title and Risk of Damage

9. Unless otherwise specified in the Contract, the title to the Deliverables and the risk of damage to the Deliverables shall pass to the Customer upon takeover of the Deliverables by the Customer.
10. If the Deliverables are subject to repair, any and all work and material incorporated in the item during the repair by the Supplier shall become part of that item at the time of such incorporation, and hence the property of the Customer. Until the Deliverables are properly executed and handed over, the Supplier shall bear the risk of damage to the work being executed as well as any and all associated risks.

Art. III
Handover and Takeover of Deliverables

1. The Supplier's commitment shall only be deemed fulfilled upon written takeover of the Deliverables by the Customer in the form of signing a delivery note, a list of works performed, a takeover or acceptance or inspection protocol, or any other document certifying proper fulfilment of the obligation (hereinafter referred to as the "**Protocol**"). In the Protocol, the Parties shall state a detailed description of the goods supplied, the works or activities performed, the services provided, a list of any defects and incompleteness identified, if any, the date of removal thereof, and a list of documents handed over, and it shall be signed by the responsible representatives of the Parties.
2. The handover and takeover of the Deliverables shall take place in the presence of the responsible representatives of the Parties on the date specified in the Contract.
3. The Customer reserves the right to only take over the Deliverables that are delivered duly, on time, in accordance with applicable legal regulations and the Contract, and that are free from any defects and incompleteness. Should the Deliverables exhibit any defects, the Customer is entitled to refuse to accept them and determine a new date for the handover of the Deliverables by the Supplier.
4. Should the Customer decide to take over the Deliverables that exhibit defects or incomplete work, such Deliverables shall be taken over "with reservations". The Customer shall describe the defects and incompleteness in the Protocol and determine a date for the removal thereof, or agree with the Supplier on a discount on the price of Deliverables that may be directly set off against the due price of Deliverables.
5. Should the Supplier fail to remove defects and incompleteness in the Deliverables by the determined date, the Customer shall be entitled to claim a reasonable discount on the price of Deliverables. For that purpose, the amount of the reasonable discount on the price of Deliverables must correspond to the difference between the value of the defective Deliverables and the value

of the Deliverables without defects within the period agreed for the performance of the Contract, taking into account the extent of the defects in the Deliverables, severity of the defects, how the defects limit or hinder the use of the Deliverables etc. The Customer is entitled to reduce the due price of Deliverables by the amount of the discount. The discount on the price of Deliverables to which the Customer is entitled may be set off against the due price of Deliverables to be paid to the Supplier.

6. If the law or the Contract requires so, the Supplier shall supply the Deliverables together with technical documentation, specifications and certificates of the tests performed and the material used, as well as other documents (e.g. operation and maintenance manuals, safety data sheets). The documentation shall be drawn up in Slovak (or Czech) language in two original printed copies and in an electronic version in PDF format.
7. The Supplier shall be obliged to train the Customer's staff to handle and safely operate the Deliverables.

Testing of Deliverables

8. If the law or the Contract requires so, the Supplier shall conduct testing or technical inspection of the Deliverables prior to the handover thereof (hereinafter referred to as the "**Testing**") with the aim of identifying whether the Deliverables meet the quality requirements.
9. Any and all costs of the Testing (including repeated Testing) shall be borne by the Supplier.
10. The Supplier shall notify the Customer in writing of the planned Testing 10 days prior to the Testing date (hereinafter referred to as the "Testing Schedule"). The Supplier shall conduct the Testing of Deliverables in the manner, time and scope specified in the Testing Schedule while taking into account any and all Customer's legitimate requirements delivered to the Supplier within 5 days of the day when the Testing Schedule is submitted to the Customer.
11. The Customer shall be entitled to participate in any Testing of Deliverables.
12. The Supplier shall draw up a written record of the result of Testing (hereinafter referred to as the "Testing Result").
13. If the Customer does not participate in the Testing of Deliverables, the Testing Result shall be signed by the Supplier only and upon its signature the Testing of Deliverables shall be regarded as properly conducted.
14. The Supplier shall submit the Testing Result to the Customer no later than on the date of the handover of Deliverables as an annex to the Protocol. The Customer reserves the right to take over only the Deliverables for which the Testing confirmed that they are functional and that all their parameters comply with the guaranteed parameters specified in the Contract.
15. Should the Testing of Deliverables fail to confirm that the Deliverables are functional and comply with any and all guaranteed parameters specified in the Contract, the Customer shall be entitled to:

    - Take over the Deliverables with reservations; should the Customer decide to take over the Deliverables despite the fact that they do not comply with the guaranteed parameters, the Customer shall be entitled to a reasonable discount on the price of Deliverables. The amount of reasonable discount on the price of Deliverables shall be proposed by the Customer, taking into account the limited usability of the Deliverables, and submitted it to the Supplier for approval. Should the Parties fail to reach an agreement on the reasonable discount on the price of Deliverables within 14 days of the day when the first proposal is submitted by the Customer, the withdrawal option (as specified below) may be applied. Should the Parties reach an agreement,

the Customer shall be entitled to reduce the due price of Deliverables by the amount of the discount. The Customer's claim may be directly set off against the Supplier's claim for the price of Deliverables.

- Withdraw from the Contract and refuse to take over the Deliverables. The Deliverables shall be returned to the Supplier and the Customer shall be entitled to claim the refund of any and all payments of the price of Deliverables already made to the Supplier. Any and all costs related to such return of the Deliverables to the Supplier (e.g. dismantling the work from the Customer's technology, packing and transporting it back to the Supplier etc.) shall be borne by the Supplier. The Supplier shall be held liable for any and all damage caused thereby to the Customer.

The Customer shall be entitled to choose, at its sole discretion, any of the claims specified in this Section.

16. Conducting the Testing in the presence of the Customer does not relieve the Supplier of its accountability for the defects identified after the Deliverables are delivered.

Art. IV

Liability for Defects

1. If any Deliverables or a part thereof fail to comply with the outcomes specified in the Contract, or if the quantity, quality, packing or final form of the Deliverables fails to comply with the Contract or is not suitable for the agreed or otherwise usual purpose, or if the Deliverables do not possess the properties expressly defined in the Contract or prescribed by the applicable laws or technical standards, such Deliverables shall be regarded as defective.
2. The Supplier shall be held liable for any defects in the Deliverables which are identified at the time of takeover thereof (including those identified at a later date) and for any defects that occur after the takeover of the Deliverables, provided they are caused by the breach of the Supplier's obligations. The Supplier shall also be held liable for any defects in the Deliverables that are subject to the quality guarantee, within the scope of the guarantee.
3. The Supplier shall be held liable for the Deliverables to be free of any legal defects and for the absence of any third-party claims arising from the violation of or a threat to the copyright or industrial property rights or any other similar rights.
4. The costs of removing defects in the Deliverables as well as the Customer's demonstrable costs related to exercising the claims arising from the defects in the Deliverables shall be borne by the Supplier.
5. The Customer is obliged to make a claim in writing (hereinafter referred to as the "**Claim**") to the Contractor about defects detected without undue delay after the defect has been detected or could have been detected by the exercise of due diligence. In the claim, the Customer describes the defects and their manifestation.
6. Should the Deliverables possess any defects, the Customer shall be entitled to:
    - Claim the removal of the defects through supplying new Deliverables to replace the defective Deliverables (excluding the case that the Deliverables cannot be returned or handed over to the Supplier due to their nature), claim the supply of missing parts (e.g. a component or a spare part) or accessories to the Deliverables, and claim the removal of legal defects; or
    - Claim the removal of defects in the Deliverables free of charge through repairing the Deliverables, provided the defects are repairable; or

- Claim a reasonable discount on the price of Deliverables; or
- Withdraw from the Contract; and
- Exercise its right to claim a contractual penalty for the violation of the Supplier's obligation to supply the Deliverables free of any defects, in the amount specified in Art. VI Section 2 hereof.
- Exercise its right to claim compensation for the damage, the amount of which exceeds the contractual penalty.

7. The Customer shall be entitled to choose, at its own discretion, from the available claims specified in Section 6 of this Article hereof. The Customer may additionally unilaterally change the chosen option of its claim arising from the defects in the Deliverables.
8. Should the Customer exercise its claim for the free-of-charge removal of the defects, the defects shall be removed by the Supplier within the period specified in the relevant Clam. If the Claim does not specify any such period and the Parties fail to agree on a date of defect removal, the period of 10 business days of the Claim delivery date shall apply.
9. When performing work and occurrence of a defect preventing the operation of the work, the Supplier shall arrive in person to the place where the work is located within twenty-four (24) hours after receiving the Claim in order to draw up a record of the claimed defect, identify the defect and propose a date for the removal of the defect to the Customer for approval. Should the Parties fail to agree on a date for the removal of the defect, the period of 5 business days of the date of Claim delivery to the Supplier shall apply.
10. In the event of any other defect in the Deliverables, the Supplier shall arrive to the place where the Deliverables are located within three (3) calendar days of the Claim receipt date in order to draw up a record of the claimed defect, identify the defect and propose a date for the removal of the defect to the Customer for approval. Should the Parties fail to agree on a date for the removal of the defect, the period of 10 business days of the date when the Claim is delivered to the Supplier shall apply.
11. Should the Supplier fail to remove the defect within the period specified in Section 9 or Section 10 of this Article, the Customer shall be entitled to claim the contractual penalty specified in Article VI Sections 3 and 4 hereof.
12. Should the Supplier fail to remove the defects in the Deliverables within the agreed period (or in the period specified in Section 7 or Section 8 of this Article), or fail to begin removing the defects, or if it begins to remove the defects, but not in the proper manner, the Customer shall be entitled to remove the defects by itself or have them removed by a third party selected by the Customer and claim from the Supplier reimbursement of the costs incurred in the removal of the defects. The exercise of the Customer's claim under this clause shall be without prejudice to the Customer's claims arising from the Supplier's quality guarantee/liability for the defects in the Deliverables.
13. The eligibility of a claim, in the event that the Supplier fails to recognize it, shall be established by an expert opinion. Based on the outcome of the expert opinion, the Claim will be either recognized as justified or unjustified. The costs of the expert opinion shall be borne by the Party, in detriment of which the expert opinion resulted.
14. In cases where a failure to remove a defect until the legitimacy of the Claim between the Parties is resolved threatens to cause damage or additional costs, the Supplier shall be obliged to remove such a defect and bear the costs of removal until the conclusion of the expert opinion is presented. Should the Supplier fail to begin the removal of the defects, the clause in Section 12 of this Article

hereof shall apply. After the conclusion of the expert opinion is presented in favour of the Supplier, the Supplier shall be entitled to claim from the Customer reimbursement of the costs reasonably incurred in the removal of the defect.

15. The claims arising from the liability for defects and from the quality guarantee shall not affect the entitlement to the damages or the contractual penalty agreed in the Contract.

Quality Guarantee

16. The Supplier provides a quality guarantee for the Deliverables. The Supplier shall be held liable for ensuring that the Deliverables are fit for the agreed, otherwise usual purpose for the entire warranty period, or that they will retain the agreed, otherwise usual properties, or that they will comply with the outcomes specified in the Contract or appendices thereto.
17. The Supplier provides a quality guarantee for the Deliverables, individual parts thereof and accessories thereto for the period specified in the Contract. Unless otherwise agreed in the Contract, the warranty period for the Deliverables shall be two (2) years; if the Deliverables comprise a construction, the warranty period shall be five (5) years; and if the Deliverables comprise project documentation, the warranty period shall be (10) years.
18. The warranty period begins on the day when the Deliverables are taken over by the Customer, in particular on the day of signing the acceptance protocol, and if the Deliverables are taken over with reservations, on the day of signing a special record on the removal of detected defects and incomplete work upon the takeover of the Deliverables. If the Deliverables are handed over in parts, the warranty period shall begin on the date of handover and takeover of the last part of the Deliverables.
19. The warranty period shall be automatically extended by the period during which the Customer cannot use the Deliverables due to their defects for which the Supplier is accountable.

Art. V
Price of Deliverables and Terms of Payment

1. The price of Deliverables (hereinafter referred to as the “Price”) shall be determined upon an agreement by the Parties, pursuant to Act No. 18/1996 Coll. on Prices, as amended. The Price specified in the Contract shall not include VAT. The Price shall be charged together with VAT in the amount determined pursuant to the law applicable at the time of the supply of the Deliverables.
2. Unless otherwise explicitly specified in the Contract, the Price of Deliverables shall include any and all costs and activities required for the proper execution of the Deliverables and for the fulfilment of any and all other Supplier’s obligations under the Contract. The Price shall therefore include, in particular, the supply of goods, performance of services, preparation of documentation, as well as the costs of securing supplies and resources, personnel, subcontractors and services, including, but not limited to, the costs of securing the equipment required for the performance of the Contract, the costs of transporting the Deliverables to the place of delivery, the costs of unloading at the destination place, the costs of insurance of the Deliverables, including the transport insurance, a reward for a potential licence to use all existing intellectual property rights to the Deliverables granted to the Customer and/or third parties provided that the nature of the Deliverables indicates that they are executed for third parties, transfer of title to the documentation, spare parts, operating media and refills, equipment and/or relevant tools in terms of the full and functional use and maintenance of the Deliverables, all transport and packaging costs, all costs of protective,

repairing and fixing material, all costs of training, as well as any other costs associated with the execution of the Deliverables under the Contract and the costs of waste disposal and liquidation. The Price shall also include any and all costs of travel, board, accommodation and other personnel costs, administrative fees, taxes, customs and other financial costs necessary for and associated with the execution of the Deliverables.

3. If the Price is agreed in the Contract in an hourly rate, the Supplier may only charge the Customer for the time actually spent on the execution of the Deliverables. The Supplier shall not charge the Customer for the time required for breaks at work, transfer of employees, obtaining permits to enter the premises where the Deliverables are located, or for any other obstacles on the part of the Supplier.
4. The Supplier declares that it is fully familiar with the scope and nature of the Deliverables, aware of any and all technical, qualitative and other conditions required for the execution thereof, it disposes of the capacities and expertise required to execute the Deliverables, and that it has assessed and priced with due care all the work that is necessary for the proper execution of the Deliverables.
5. Unless otherwise agreed in the Contract, the Customer shall pay the Price following the proper execution and handover of the Deliverables. The Supplier's commitment to execute and hand over the Deliverables in the proper manner shall only be deemed fulfilled upon signing the Protocol certifying the takeover of the Deliverables by the Customer. The Supplier may only issue an invoice after the proper execution and handover of the Deliverables.
6. The invoice shall be accompanied by a copy of the signed Protocol and a copy of the order, or the Contract number, and if the Contract requires so, the invoice shall also contain the investment code of the Customer.
7. Unless otherwise agreed in the Contract, the invoice due date shall be forty-five (45) calendar days of the day when the invoice is delivered to the Customer.
8. The payment obligation shall be deemed fulfilled on the day when the due sum is debited from the Customer's bank account in favour of the Supplier's bank account.
9. If the payment of the invoice is delayed by the Customer, the Parties have agreed on the late payment interest representing 0.025% of the outstanding amount for each day of the delay.

Retainage

10. Should the Parties agree so in the Contract, the Customer shall be entitled to retain from every invoice issued by the Supplier the agreed percentage of the Price of Deliverables in order to secure the timely handover of the Deliverables or a part thereof, the removal of defects and incompleteness of work detected at the takeover of the Deliverables, and compliance with the required qualitative parameters of the Deliverables (hereinafter referred to as the "**Retainage**"). The Supplier shall only become entitled to the released Retainage after the proper and complete handover and takeover of all Deliverables by the Customer, which the Customer shall confirm by signing the Protocol.
11. In the event that during the takeover of the Deliverables the Customer discovers defects in the Deliverables that do not prevent safe operation thereof or any incompleteness (which are to be recorded by the Customer in the Protocol), the Supplier shall become entitled to the released Retainage after all such defects and incomplete works in the Deliverables are removed in the proper and timely manner.

12. The Parties shall draw up a special record on the removal of defects and incompleteness of work in the Deliverables by the Supplier and the record shall be signed by the representatives of both Parties who are responsible for technical aspects.
13. The Customer shall release the Retainage to the Supplier, upon the Supplier's written request, within 45 days of the request delivery date provided that the Deliverables or a part thereof were handed over in the timely and proper manner (free of any defects and incompleteness, or after the defects and incompleteness of work were removed) and the quantitative parameters are complied with. The Retainage shall be used to cover potential costs associated with the remedy of the defects and incomplete work detected upon the takeover of the Deliverables, to pay the compensation for any damage caused by the Supplier's actions/omissions, or to pay contractual penalties charged under the Contract or the GTC. The Supplier shall not be entitled to any interest on the Retainage**.**

Warranty Retainage

14. Should the Parties agree so in the Contract, the Customer is entitled to retain an amount corresponding to the agreed percentage of the Price of Deliverables in order to secure its entitlement to the proper and timely removal of defects in the Deliverables by the Supplier (hereinafter referred to as the "Warranty Retainage").
15. The Customer shall release the Warranty Retainage to the Supplier within 45 days after the expiry of the warranty period agreed in the Contract upon the Suppliers' written request provided that all the defects in the Deliverables are removed in the timely and proper manner during the warranty period. The Customer shall be entitled to use the Warranty Retainer to directly pay the costs incurred in the removal of defects if the Supplier fails to remove the defects in the Deliverables by the agreed date during the warranty period, or fails to begin the removal of the defects by the agreed date, or begins the removal of the defects, but not in the proper manner, and the Customer is forced to remove them by itself or have them removed by a third party. The Customer is also entitled to use the Warranty Retainage to satisfy its claims for the damages caused by the breach of the Supplier's obligations arising from the Contract or the GTC or established by law, to pay contractual penalties arising from the Contract or the GTC and any other claims arising to the Customer and claimable from the Supplier under the Contract. The Supplier shall not be entitled to any interest on the Warranty Retainage.

Art. VI
Contractual Penalties, Withdrawal from Contract and Damage Compensation

Contractual Penalties

1. In the event of the Supplier's delay with handing over the Deliverables, the Customer shall be entitled to claim payment of a contractual penalty representing 0.2% of the total Price (excluding VAT) for each day of the delay, beginning on the first day of the delay until the day of the proper fulfilment of the secured obligation. The previous clause shall also apply in the case of the Supplier's failure to deliver, or delayed delivery, of the documentation necessary for the Deliverables, or any other documents which the Supplier is obliged to submit to the Customer when handing over the Deliverables under the Contract, or records of conducting the required Testing of Deliverables.
2. In the event of any defects in the Deliverables, the Customer shall be entitled to claim a contractual penalty of €100 for each individual defect. The Customer's entitlement to the payment of such a contractual penalty is in addition to the other claims arising from the defects in the Deliverables.

3. In the event of the Supplier's delay with the removal of the claimed defect that prevents the operation of the work, the Customer shall be entitled to claim the payment of a contractual penalty representing 1% of the total Price (excluding VAT) for each day of the delay.
4. In the event of the Supplier's delay with the removal of any other claimed defect in the Deliverables, the Customer shall be entitled to claim the payment of a contractual penalty representing 0.25% of the total Price (excluding VAT) for each day of the delay.
5. In the event that the Supplier violates the obligations set forth in the General Prevention Manual for Suppliers and/or other internal regulations of the Customer, with which he was properly familiarized, the Customer has the right to demand payment of a contractual penalty in the amounts specified in these internal regulations. The Customer has the right to demand that the Supplier's Employee (employee, subcontractor or employee of the Supplier's subcontractor) who violates any obligation in the field of health and safety at work and fire protection, or does not meet any condition under the Contract, no longer participate in the performance of the Contract.
6. The payment of a contractual penalty shall not relieve the Supplier from its obligation to supply the Deliverables or a part thereof, or supply the documentation under the Contract, or fulfil the obligation to remove a defect in the Deliverables.

Withdrawal from Contract

7. The Customer may withdraw from the Contract:
    a) If the Supplier is in delay with the handover of the Deliverables or a part thereof under the Contract for more than 30 calendar days; or
    b) If the Supplier fails to remove a defect in the Deliverables within the determined period, or expresses its intent not to remove the defect, or if the defect is irremovable and the Supplier fails to deliver any replacement deliverables; or
    c) If the Supplier is subject to ongoing bankruptcy proceedings, or a proposal to start bankruptcy proceedings has been filed against the Supplier, or bankruptcy proceedings have been rejected due to the lack of assets, or restructuring proceedings have been initiated, or if the Supplier has entered into liquidation; or
    d) In other cases specified in the Contract, by law or herein; or
    e) If the Supplier breaches any other obligation arising from the Contract and fails to provide remedy even after the Customer's notice within an additional period, which shall not be shorter than 5 days.
8. Withdrawal from the Contract shall be made in writing and delivered to the other Party while the withdrawal shall take effect on the date of delivery of the written notice of withdrawal. Upon withdrawal from the Contract, any and all rights and obligations of the Parties under the Contract shall terminate, except the obligation to pay the damages and contractual penalties agreed for the breach of the Contract and those stated in the provisions of the Contract which shall survive the Contract termination, based on the will expressed by the Parties or due to the nature of a particular obligation.
9. The Parties have agreed that in the event of withdrawal from the Contract, the Supplier shall only be entitled to be paid the price of the work actually performed, calculated according to the quotation. In the event of withdrawal from the Contract by the Customer for reasons on the part of the Supplier, the Supplier shall not be entitled to be paid the price of the work actually performed, not even the price of the work (deliverables) that cannot be returned to the Supplier.

Damage Compensation

10. In the event that the deadline for the Deliverables is determined according to the Contract during the technological shutdown of the Customer's equipment and the Supplier does not deliver/perform the Deliverables within this deadline and is delayed by more than 1 day (24 hours), the Customer is authorized to carry out the so-called substitute purchase of Deliverables from a third party (another performance provider) for the purpose of eliminating damages, lost profit and costs related to the start of technology after a technological shutdown, while the Customer is entitled to demand from the Supplier compensation for damages caused by the procurement of deliverables from a third party; the contracting parties have agreed that the amount of the damages is equal to the positive difference between the price for which the Customer verifiably purchases the deliverables from a third party and the purchase price for the deliverables specified in the Contract. The Supplier undertakes to compensate the Customer for these damages in the amount of the positive difference according to the previous sentence.

Art. VII
Copyright, Industrial Property Rights or Other Intellectual Property Rights

1. The Parties acknowledge that pursuant to Section 558 et seq. of the Commercial Code, if the subject of the Deliverables is the result of activities protected by copyright, industrial or other intellectual property rights, the Customer shall be entitled to use such a result for the purposes specified in the Contract.
2. If the Supplier's activities performed under the Contract result in the work that is protected under Act No 185/2015 Coll., the Copyright Act, the Supplier shall provide the Customer with the exclusive (without the obligation to use) licence, unlimited in place and subject of use, to be used in manners that are necessary for the proper use of the Deliverables, in particular for the use in all of the manners specified in Section 19(4) of the Copyright Act, for the period equal to the existence of the author's copyright to the work of authorship as specified in Section 32 of Copyright Act. The remuneration for the use of the work of authorship within the scope of the granted licence and other rights under the Contract and the GTC is included in the Price; in the event of any doubts as to the particulars of the remuneration for the licence, the Parties have agreed to transfer and acquire this licence free of charge.

Art. VIII
Subcontractors

1. The Supplier is only entitled to subcontract performance of its commitments under the Contract to another vendor or a third party (hereinafter referred to as the "Subcontractor") upon the prior written consent of the Customer.
2. The Supplier shall be held liable for the proper performance of the Subcontractor's commitments towards the Customer to the same extent as if such commitments were performed by the Supplier itself.

3. If the Supplier uses a Subcontractor in the execution of the Deliverables or a part thereof, the Supplier undertakes to:
   a) Arrange and finance, in the proper and timely manner, any and all subcontracting work and supplies and be fully liable for them;
   b) Ensure the Subcontractor's compliance with the terms and conditions of the Contract, in particular those relating to work safety, fire protection and environmental protection; for that purpose, the Supplier shall oblige each Subcontractor to respecting all the relevant obligations arising to the Supplier from the Contract and specifically verify the qualification, professional competence and authorisation of the Subcontractor's employees and persons acting on behalf of the Subcontractor;
   c) Inform the Customer in advance, in writing, of the Subcontractor it wishes to use in the performance of the Contract and request for the approval thereof;
   d) Provide the Customer, at its request, with detailed description of work, supplies or services to be provided to the Supplier by each of the Subcontractors (e.g. time of performance, equipment and material to be used, manufacturer, place of manufacture etc.);
   e) The Customer shall be entitled to request the Supplier, in writing, to replace the already approved Subcontractor, with the reasons thereof to be stated in the request. The Supplier shall not be entitled to reject such a request and within 10 business days it shall ensure performance by another Subcontractor, which is again subject to the Customer's approval, or perform it by itself;
   f) Ensure, without undue delay, removal of the breach of the Subcontractor's obligation, if any, by any appropriate means and mitigate the resulting or related consequences, if appropriate, for example by replacing the Subcontractor who has breached its obligations;
   g) If the Subcontractor is required to enter the Customer's premises in order to perform the Contract, the Supplier shall notify the Customer of the identification data and contact data of that Subcontractor, in an email sent to the email address of the Customer's OSH contact person, no later than 3 days prior to the Subcontractor's entry to the Customer's premises (for the purpose of arranging such entry).

Art. IX
Construction Log

1. "**Construction Log**" For the purposes of **Act No. 25/2025 Coll. (Building Act)**, as amended, the **Construction Log** shall mean a documentary record of the course of construction works from the takeover of the construction site until the complete completion of the construction works and the handover and takeover of the building. If the works consist of a set of structures, a separate Construction Log shall be maintained for each individual structure.
2. The Supplier is obliged to maintain the Construction Log in accordance with the provisions of Act No. 25/2025 Coll. (Building Act) and applicable legislation throughout the entire duration of the construction works. The obligation to maintain the Construction Log shall terminate upon the handover and takeover of the Work confirmed in the Protocol.

3. The Supplier shall record in the Construction Log all facts decisive for the performance of this Contract and shall keep records of the Supplier's employees from their entry to the construction site until they leave the site.
4. The Construction Log shall be maintained in electronic form within an information system. If the Supplier is reasonably unable to maintain the Construction Log electronically, the Supplier shall be obliged to maintain it in paper form.
5. The Supplier shall enable the Customer to make entries in the Construction Log. Customer shall be entitled, within three (3) working days from the date on which it identifies an inconsistency in the Construction Log, to attach its comments if it disagrees with the Supplier's entry; otherwise, it shall be deemed that the Customer agrees with the content thereof. This shall not affect the Supplier's liability for the proper performance of the Work. Customer shall be entitled at any time during construction to request access to the Construction Log (or its submission).
6. The Construction Log shall serve as a basis for the preparation of the Protocol on the takeover of the Work or part thereof pursuant to this Contract. Entries in the Construction Log shall never be deemed an amendment to the Contract; however, the Parties may, on the basis of such entries, agree on amendments to the Contract by way of a written amendment.

Art. X
Insurance

1. The Supplier declares to have taken out proper insurance covering the damage potentially caused to the Customer in the performance of the Contract and shall submit, upon the Customer's request, the insurance certificate or a copy of the insurance policy. The Supplier undertakes to keep this insurance in force during the term of the Contract, and when renewing the insurance, not to reduce the amount of the insurance indemnity stated in the insurance certificate or in the copy of the insurance policy.

Art. XI
Contract Termination

1. The Parties have agreed with regard to the Contract for repeated Deliverables (supplies of goods, services, work or activities) concluded for an indefinite period of time that such an Contract may be terminated not only by agreement or withdrawal, but also by the Customer's written termination notice delivered to the Supplier, with the notice period of three (3) months beginning on the day following the day when the termination notice is delivered to the Supplier.

In Leopoldov, on 1.1.2026
ENVIRAL, a.s.
MEROCO, a.s.
Poľnoservis, a.s.
ENAGRO, a.s
BPS Hubice, s. r. o.