



General Business Terms and Conditions in the Execution of Work No. 2016/V

issued by the business company **EKOMT, s.r.o.** pursuant to the provisions of Section 273 of Act No. 513/1991 Coll., the Commercial Code, as amended (hereinafter referred to as the "Commercial Code")

Article I Interpretation of Certain Terms

- 1.1. The Client is the business company EKOMT, s.r.o., with its registered office at Matičné námestie 1427, 022 01 Čadca, Identification Number 36 411 388, Tax Identification Number SK2020136624, registered in the Commercial Register kept with District Court Žilina, in Section Sro, Insert No. 14189/L (hereinafter referred to as the "Client"), engaged in the installation of energy-related equipment throughout the whole European Union.
- 1.2. Contractor shall mean any natural or legal person active on the basis of a valid authorisation (hereinafter referred to as the "Contractor") which performs, under a contract, the Work for the Client, while the form of the contract is irrelevant.
- 1.3. The Client and the Contractor are jointly referred to as the parties (hereinafter referred to as the "Parties").
- 1.4. The Contract shall mean a contract for work (in written, oral, e-mail or in any other form), an order received (in written, oral, e-mail or other form), or another contract of any form (hereinafter referred to as the "Agreement").
- 1.5. Work (hereinafter referred to the "Work") shall, in particular, mean construction, preparation, modification, repair, adjustment or installation (as well as combination of such activities) of a movable, immovable, tangible or intangible assets, including any parts, components and accessories thereof. The obligation to execute the Work includes the obligation to carry out the execution of all activities needed to carry out the Work (i.e. achieving tangible outcome of the activities of the Contractor), regardless of whether the Contractor has envisaged the need to perform such activities or not.
- 1.6. Price for Work (hereinafter referred to as the "Price") shall mean the price, which is determined by agreement of the Parties in the Contract or the method of determination of the Price agreed by the Parties. The Price for the Work includes all the costs incurred by the Contractor for the works necessary for the successful completion of the Work within the agreed deadline and the quality required under the Contract and the terms and conditions of the Client. Unless agreed otherwise, the Price does not include the appropriate statutory VAT rate.
- 1.7. Bill of quantities (hereinafter referred to as the "Bill of Quantities") shall mean a list of individual items of the materials, products, performances and works, and their quantities are also indicated in the measurement units. Irrespective of the Bill of Quantities, unless it is agreed otherwise, the Price covers all consumption of materials, products, performances and works that are necessary to make for proper and timely performance of the Work, including those not included in the Bill of Quantities in a less extent.
- 1.8. Documentation (hereinafter referred to as the "Documentation") shall mean any documents, decisions, permits, sketches, guidelines, project documentation, instructions, results of measurements, regulations and technical standards applicable to the Work or otherwise related to the Work.
- 1.9. Place of performance of the Work (hereinafter referred to as the "Place of Performance") shall mean an area, including adjoining areas, spaces, rooms, buildings, real estate properties and communications, in which, even only in part thereof, the Work is being performed. In the case of a building, the Place of Performance shall always mean the site, including all premises, buildings and real estate property on which activities are carried out in connection with the construction of the Work (e.g. material storage, parking areas for mechanisms, changing rooms, warehouses, etc.).
- 1.10. Contractor's employee shall mean any person who is involved in the construction of the Work at the initiative of the Contractor (hereinafter referred to the "Employees"), it means that for the purposes of the GBT&Cs, the Employees shall mean own employees of the Contractor, contractors of the Contractor and their employees, subcontractors, suppliers and their employees, etc.
- 1.11. After the execution of the Work, the Contractor shall hand the Work over to the Client along with the Documentation which will be recorded in a protocol (hereinafter referred to as the "Acceptance Protocol") signed by the parties, a copy of which the Contractor will submit to the Client, unless the Parties agree otherwise.
- 1.12. Work carried out (hereafter referred to as the "Completed Work"), which the Client shall be obliged to take over, shall mean the Work completed properly (i.e. achievements in the scope agreed in the Contract fully functional and capable to serve its purpose) and, at the same time, drawn up of the Acceptance Protocol of the Work signed by the Parties. If in the Acceptance Protocol contains an objection or comment recorded by the Client, the Work is not deemed completed.

Article II Introductory Provisions

- 2.1. These General Business Terms and Conditions (hereinafter referred to as the "GBT&C") shall govern any and all legal relationships between the Client and natural or legal persons which are, under the Contract and these GBT&Cs, the Contractor.

- 2.2. Arrangements of the Contract derogating from these GBT&Cs shall take precedence over these GBT&Cs. Interpretation of the terms in the Contract shall be first interpreted in accordance with these GBT&Cs, where this is not possible, the terms shall be interpreted in accordance with the Commercial Code and then in accordance with legal regulations of the Slovak Republic and finally, in accordance with the usual business practices.
- 2.3. The contractual relations between the Client and the Contractor shall be governed by the GBT&Cs effective on the execution date of the Contract (even if the later, the contractual relationships will be regulated and/or amended for example by amendment to the Contract), notwithstanding the fact that after the establishment of the contractual relationship the wording of these GBT&Cs are amended.
- 2.4. These GBT&Cs are binding upon the Contractor if the Contractor in the Contract agrees that the contractual relationships between the Client and the Contractor are governed by these GBT&Cs. The GBT&Cs shall be binding on the Contractor even if the Contractor signs them or they are communicated to the Contractor in any other manner.

Article III Execution of Work

- 3.1. When performing the Work, the Contractor shall be obliged to act in accordance with the Contract, GBT&Cs and the Documentation. The Contractor declares to be competent for the proper completion of the Work and further declares that it has the material and technical means necessary to proper completion of the agreed Work (e.g. the necessary tools, machinery). The Work must be carried out in high quality and so that it will meet the requirements laid down by the relevant legal regulations and technical standards; the Contractor shall also be obliged to comply with the legal regulations and technical standards during the construction of the Work. The Work must be fully operational and capable to serve its purpose.
- 3.2. The deadlines for execution of the Work shall be suspended on days during which the technological procedures for the completion of the Work cannot be met due to unfavourable weather conditions required by the relevant legal regulations and technical standards and during the days on which the Contractor will otherwise prevented from the execution of the Work as a result of an obstacle occurring independently of its will and it cannot be reasonably assumed that the Contractor would be able to avert this obstacle or its consequences and that, at the time of conclusion of the Contract, this obstacle could be foreseen.
- 3.3. The Contractor shall be obliged to inform the Client within 5 days after finding the need for extra works not included in the Contract and the need for performing such works shall be submitted for written approval to the Client, unless the Parties agree otherwise. At the same time, within this period the Client shall submit to the Client the valuation of these works and the impact thereof on the Price.
- 3.4. The costs associated with the execution of the Works the material needed for completion of the Work shall be borne by the Contractor, unless the Parties agree otherwise.

Article IV Payment Terms

- 4.1. The Parties have agreed that the Price of the Completed Work shall be paid on the basis of an invoice (tax document). The Acceptance Protocol shall form an integral part of the invoice specifying the date and bearing the signature of the authorized representatives of the Client and the Contractor, otherwise the invoice will be returned to Contractor.
- 4.2. The Contractor shall be obliged to deliver the invoice and any and all documents to the address of the registered office of the Client, which is Matičné námestie 1427, 022 01 Čadca, the Slovak Republic, no later than within 15 days after the signature of the Acceptance Protocol by the authorised representative of the Client.
- 4.3. The invoice must contain the particulars of a tax document in accordance with Act No. 431/2002 Coll., on Accounting, as amended, and Act No. 222/2004 Coll., on Value Added Tax, as amended, and in particular:
 - the Contract number, the Order number;
 - the contract number;
 - the Place of performance;
 - the specifications of the works performed;
 - annex to the Acceptance Protocol;
 - telephone and/or e-mail contact to the person that issued the invoice.
- 4.4. The Contractor shall issue an invoice in the Slovak or the English language.
- 4.5. The Client shall be entitled to return the invoice to the Contractor if it does not contains the above particulars or should it have other shortcomings. The Contractor shall be obliged to return the corrected invoice back, and the maturity shall only start to run from the date of receipt of the corrected invoice by the Client.
- 4.6. The invoice shall be payable within 35 days after the documented delivery of the corrected invoice to the Client by the Contractor. The Client is not in delay with the payment of the invoice, if not later than on the last day of the due date the amount is debited from the bank account of the Client in favour of the Contractor.

Article V Obligations of Parties

- 5.1. The Contractor shall be obliged to perform the Work properly and in compliance with the applicable legal and technical regulations and standards. The Contractor shall only be entitled to use for the completion of the Work, materials and products meeting the requirements laid down by the relevant legal regulations and technical standards at the Place of Performance. The Contractor shall be obliged to hand the documents proving the fulfilment of such requirements over to the Client even prior to the incorporation of such materials and products in the Work, should he fail to do so, the Client shall be entitled to suspend the execution of the Work. The Contractor shall be obliged to use for the execution of the Work building materials and products that are specified in the Documentation. If the Client determines which other materials or products are to be used by the Contractor other than those as specified in the Documentation, the Contractor shall be obliged to respect such instruction of the Client.
- 5.2. The Contractor shall notify the Client, in writing and without undue delay, of any circumstances having impact on the proper, timely and complete execution of the Work and on the fulfilment of all obligations of the Contractor under the Contract. If during the execution of the Work, the Contractor discovers hidden obstacles preventing proper completion of the Work, the Contractor shall be obliged to inform the Client, in writing and without undue delay, thereof and recommend how to proceed in such case.
- 5.3. The Contractor shall be obliged to notified the Client, in writing and without undue delay, about possible unsuitability of the implementation of the works required, and the unsuitability of the instructions of the Client and recommend alternative solutions. The Contractor shall only be obliged to implement such unsuitable works or instructions of the Client at the explicit instructions from the Client, if the Client insist on their implementation even after prior notice from the Contractor.
- 5.4. If, within the completion of the Work, the Contractor will carry out the works whose quality will not be possible to check after the completion of the Work, the Client is required to inform the Client about this fact and invite him to inspect the quality of these works. If the Client will not participate in such inspections Client according to the previous sentence within 5 days after the invitation, the Contractor can continue to exercise the Work.
- 5.5. Before the start of the exercise of the Work, the Contractor shall be obliged to hand over to the Client the name list of the Employees who will participate in the execution of the Work. The Contractor shall be obliged to keep this list updated. The Contractor shall be obliged to ensure that all persons participating in the execution of the Work are clearly marked with the business name of the Client (coloured reflective vests or jackets, uniform single colour work clothes and helmets) and are provided with all prescribed work and protective equipment and resources. Persons who do not meet these conditions, The Client has the right to deny the persons, who do not meet these requirements, access to the Place of Performance. The Contractor shall ensure that each of his employees is trained or informed, prior to the commencement of the Work, about generally binding regulations and rules concerning health and safety at work, taking into account the specific nature of the Work and the Place of Performance.
- 5.6. The Contractor shall, without undue delay after the conclusion of the Contract, notify the Client in writing its representative, who will be, during the execution of the Works, constantly present at the Place of Performance and that will be entitled to receive notices from the Client intended for the Contractor. The Contractor shall be obliged to notify the Client, without undue delay and in writing, any change in such person. Until a proper written notice of a change in such person, the Client shall be entitled to deliver notices addressed to the Contractor to the original representative. The Client's right to deliver notices to the Contractor using any other appropriate way shall not be affected by the provisions of this paragraph.
- 5.7. The Contractor shall prove, upon request of the Client, that its Employees have the necessary skills and qualifications to carry out works in connection with completion of the Work. The activity of the Contractor's Employees shall be managed by the authorized representative of the Client or another authorized person.
- 5.8. In the case of the performance of the Works outside the Slovak Republic, the Contractor and the Contractor's Employees shall be obliged to have the A1 form with them, a copy of which shall be submitted to the Client prior to the commencement of the works. The Contractor shall also be obliged to have, when performing the works, a valid business license and the Contractor's Employees their employment contracts, which, in the case of performing the works abroad, must be translated into the official language of the country where the works are performed.
- 5.9. The Contractor declares that the Contractor's Employees will have valid medical examinations with the permit required for their appointment to works at the execution of the Work (e.g. authorization to work at heights and work at nights). When taking up their duties by the Contractor's Employees at the Place of Performance, the Contractor shall be obliged to submit to the Client, at his request a confirmation from a doctor that they can perform type of work in question and present a certificate of the completion of training on health and safety at work (OSH).
- 5.10. The Contractor shall ensure that the persons who will participate in the execution of Works, will not smoke at the Place of Performance, will not drink alcoholic beverages or take narcotic drugs of any kind.
- 5.11. The Contractor shall be responsible for health and safety at work (OSH) and fire protection (OPP) at the Place of Performance of the Work. During the execution of the Work, the Contractor shall be obliged to comply with all applicable generally binding legal regulations. The Contractor shall be obliged to comply in particular with the principles of health and safety at work and fire protection, in accordance with the provisions of Act No. 124/2006 Coll., health and safety at work and on amendments and supplements to certain other laws, as amended, and Act No. 314/2001 Coll. on fire protection, as amended, and other generally binding legal regulations of the Slovak Republic and legal regulations of the European Union . In connection with the above, the Contractor is obliged to comply with legal regulations applicable in the country where the Place of Performance of the Work is located.
- 5.12. The Contractor shall, at during the whole period of the execution of the Work to keep the Place of Performance tidy and clean, continually remove waste and debris resulting from his works. At the Place of Performance, the Contractor shall be obliged to implement all measures necessary to protect the environment, to minimize damage to the property of the Client and third parties, to limit annoyance of the Client and third parties by pollution, noise and other consequences of the activities carried out by the Contractor, as well as to minimize pollution of roads, waters and breaches of protection zones. The Contractor shall be responsible



for any damage incurred by the Client or third parties in connection with the execution of the Work or activities carried out by the Employees of the Contractor.

- 5.13. The Contractor shall be obliged to arrange insurance against liability for damage to property and injury caused in connection with the execution of the Work with a reasonable amount of insurance cover so that the insurance covers any potential insured events which may occur during the execution of the Work, irrespective of whose property or whose health is damaged. The Contractor shall be obliged to submit the documents proving the fulfilment of the obligations specified in this paragraph to the Client prior to the start of the execution of the Work.
- 5.14. The Client shall be obliged to provide the Contractor with all required cooperation necessary for the execution of the work.
- 5.15. The Contractor shall be obliged to execute the Work so that, within the meaning of the Documentation, it would be possible to carry out follow-up activities (so that by the execution of the Work no obstacles are created for the follow-up works or performances), which will follow the completion of the Work, an in particular in such cases where the Work carried out by the Contractor is to be followed by other performances and works.
- 5.16. The Client shall be entitled to check the quality of the execution of the Work and shall be entitled to request from the Contractor the removal of any defects or other shortcomings. The Contractor shall be obliged to removed the claimed defects or shortcomings within the time limit set by the Client. Should the Contractor fail to remove them, the Client may arrange their removal himself, at the expense of the Contractor.
- 5.17. If during the execution of the Work, the Client gives to the Contractor in writing any instruction, the Contractor shall be obliged to obey such instruction. For the avoidance of doubts, the Parties expressly state that such an instruction may also involve reducing the extent of the execution of the Work or substitution of building materials, products or practices to be used during the execution of the Work. In the event that, as a result of such instruction of the Client some savings are made (reduced extent of the Work or cheaper materials, products or processes), the Price shall be reduced by the amount of the savings achieved. For the purposes of determining the Price of the original materials, products, or processes the Bill of Quantities shall be used; If this is not possible, current prices applicable on the market at that time shall be used.
- 5.18. The Contractor shall ensure that he and his Employees shall act, for the whole duration of the contractual relationship, so that they prevent damage to property, health and the environment; for this purpose, the Contractor undertakes in particular to continually monitor the conditions during the execution of the Work, anticipate potential risks and notify the Client in writing of any suspicion or indication of the potential risks of damage. The Contractor shall take all measures to avoid damage; this means in particular disabling access to the places or evacuation of any persons or things from the places where there is a risk of damage, sufficient marking and identification of risk factors, locking and safeguarding the Place of Performance, machinery, mechanisms, loads, chemicals, etc.

Article VI Retention Money

- 6.1. Of the total Price, the Client shall be entitled to retain temporarily the portion in the amount of 10% (hereinafter referred to as the "Retention Money"), unless the Parties agree otherwise. The Retention Money shall serve as security to secure the Client's claims for defects, contractual penalties, claims for indemnifications and any other claims incurred under or in connection with the Contract by the Contractor. The Client shall pay the Retention Money (less the amounts for claims of the Client against the Contractor, if any) to the Contractor upon the expiry of three years from the date of acceptance of the Work by the Client under the Acceptance Protocol.
- 6.2. The Client shall be entitled to satisfy its potential financial claims against the Contractor in other ways than by deducting the corresponding amount from the Retention Money.

Article VII Representations of Contractor

- 7.1. The Contractor declares that he is authorized to carry out any and all activities which will occur during the execution of the Work. The Contractor further declares that it has the knowledge, skills and equipment necessary for the proper performance of the Work and the fulfilment of the obligations incurred by him on the basis of, or in connection with the Agreement, Terms, the GBT&Cs, the Documentation, the legal regulations and technical standards. The Contractor declares that it has all necessary resources and has available the qualified staff necessary for the proper performance of the Work.
- 7.2. The Contractor declares to be familiarised properly with the Documentation, that the Documentation does not contain any errors or ambiguities, and that he has no objections against the Documentation and is able to execute the Work in compliance with the Documentation.
- 7.3. The Contractor declares to be familiarised thoroughly with the conditions at the Place of Performance and declares that there are no hidden or any other obstacles that would impede the proper performance of the Work (utility networks, underground lines, poor construction, material, and personnel readiness, etc.). In the event that, despite its declarations contained in this paragraph, when the Contractor, while performing the Work, detects any obstacles hindering the proper execution of the Work or preventing the proper performance of the Work, the Contractor shall be obliged to remove such obstacles and execute the Work in the agreed manner and time.



Article VIII Liability for Defects, Warranty and Risk of Damage

- 8.1. For the purposes of the Contract, any defects in the Work shall be deemed a material breach of the contractual obligations by the Contractor.
- 8.2. The warranty period for the Work shall be 60 months and shall commence on the day following the hand-over and acceptance of the Work under the Acceptance Protocol. The warranty period of various technological components of the Works shall be governed by the terms and conditions of the warranty of the manufacturer thereof; however not less than 36 months.
- 8.3. The Acceptance Protocol shall include, inter alia, a confirmation of quality and completeness of the supplied Work and, where appropriate, a list of defects and unfinished work, if the Work has any defects or unfinished work, with a deadline for their removal, unless the Parties agree otherwise. If the Client refuses to accept the Work, he is obliged to state its reasons in the Acceptance Protocol.
- 8.4. The Contractor fulfils his obligation to transfer the work by proper completion and handing over to the Client free of defects and unfinished work, together with all documents and documentation related to the Works. The Client shall not be obliged to accept the Work not completed or showing defects and unfinished works.
- 8.5. If the Contractor hands the Work over to the Client with defects and the Client accepts the Work in such condition, the Client shall have the right to request removal of defects. The Contractor shall be liable for the defects in the Work detected during the warranty period. The Contractor shall only be liable for the defects that will become apparent after the warranty period, if they were caused by a breach of its obligations.
- 8.6. The Contractor shall not be liable for defects to which his attention has been drawn if, despite this warning the Client insisted on the original design. The Contractor shall neither be liable for defects caused by materials supplied by the Client.
- 8.7. The Client shall be obliged to lodge a complaint concerning the defects with the Contractor, in writing and without undue delay after discovery thereof. Contractor shall be obliged to respond to the complaint within seven days; otherwise it shall be deemed that the Contractor agrees with the contents of the complaint.
- 8.8. Defects and unfinished works detected at the handover and acceptance of the Work under the Acceptance Protocol, or later during the warranty period, the Contractor shall be obliged to remove them within 10 days from the date of the complaint by the Client, unless the Parties agree otherwise.
- 8.9. If the Client explicitly stipulates in the complaint that it is an accident, the Contractor must start removing the defect (accident) no later than within 24 hours of the receipt of the complaint.
- 8.10. If the Contractor does not start to remove the complained defect within 15 days after the receipt of the complaint, and in the case of an accident, within 48 hours of the receipt of the complaint, the Client shall be entitled to delegate the removal of the defect on another professional legal or natural person. The Contractor shall reimburse all such costs incurred by the Client.
- 8.11. The Parties shall negotiate the deadline for removal of the complained defect taking into account the nature and the extent of the complained defect. If the Parties do not reach an agreement on the deadline for the removal of the complained defect, the complained defect must be removed no later than within 30 days from the date of the complaint by the Client. The Parties shall negotiate the deadline for removal of the complained defects designated as an accident taking into account the nature and the extent of the complained defect. If the Parties do not reach an agreement on the deadline for the removal of the complained defect (accident), the accident must be remedied no later than within 5 days from the date of the complaint by the Client.
- 8.12. Under no circumstances, the Contractor shall be the owner of the performed Work or a portion thereof. The Contractor shall assume the risk of damage to the Work, up to the time of full completion of the whole Work and its handing over under the Acceptance Protocol to the Client. The Work is only handed over under the Acceptance Protocol, when the legal representative of the Client confirms in writing that the Work is accepted without any objections or comments, unless the Parties agree otherwise. The Contractor shall be liable to the Client for any damage incurred in connection with the execution of the Work, no matter to whom property or health such damage was caused. In the event that the Client will be obliged to compensate a third party for the damage suffered in relation to the execution of the Work, the Contractor shall be obliged to compensate the Client for such damage.
- 8.13. The Party that will cause damage to the other Party, as a result of a breach of its obligations arising under or in connection with the Agreement, shall be obliged to compensate such third party for the damage in full, and regardless of whether the fulfilment of this obligation is secured by a contractual penalty or not.

Article IX Contractual Penalties

- 9.1. In the case of delay with the execution of the Work or part of the Work, the Contractor is obliged to pay to the Client a contractual penalty in the amount of 5% of the Price for each day of delay. Delay in the completion of the Work shall be deemed a material breach of contractual obligations.
- 9.2. In the case of delay of the Contractor with the removal of the defects to which the Contractor was invited by the Client, the Contractor shall be obliged to pay to the Client a contractual penalty in the amount of 5% of the Price for each day of delay with the removal of the defect concerned. This provision shall apply to all defects detected by the Client, notwithstanding the time when they are detected (during the execution of the Work, at the acceptance of the Work, or during the warranty period for the Work). Delay in the removal of the defect concerned shall be deemed a material breach of contractual obligations.



- 9.3. In the case of a breach of any of the obligations of the Contractor referred to in Article V of the GBT&Cs, the Contractor shall be obliged to pay to the Client a contractual penalty in the amount of 5% of the Price; however, in individual cases, never less than EUR 100 for each such breach separately. Should any of the breaches of the obligations, as specified in the previous sentence shall be of permanent nature, the Contractor shall be obliged to pay to the Client a contractual penalty in the amount of 5% of the Price; however, never less than EUR 100 for each day, even started, of the duration of such condition.
- 9.4. The Client may exercise its right to the payment of the contractual penalty at any time, if such right has arisen. The Client shall be entitled not to exercise such right immediately. The fact that the Client has not exercised its right to a contractual penalty yet shall not be deemed as a waiver of such right.

Article X Termination of Agreement

- 10.1. The Parties have agreed that this Contract may be terminated by:
- a) written agreement of the Parties as of the date specified in the agreement, otherwise on the date of such agreement;
 - b) a written notice of termination from the Client or the Contractor, and in particular by the expiry of the notice period, which shall last 30 days commencing on the first day of the month following the month in which the notice of terminations has been received by the other Party, and such notice of termination may also be sent by the Parties without giving a reason;
 - c) withdrawal from the Contract by the Client or the Contractor only unless expressly so provided by the Contract, GBT&Cs, and only under the terms and conditions set out in the Contract or in the GBT&Cs. The expressions of will leading to withdrawal from the Contract must be in writing.
- 10.2. In the event of withdrawal by either of the Parties, the Contractor shall only be entitled to the payment of the price of items procured by the withdrawal which became by building in the Work an integral part of the Work. The Contractor shall be obliged to prove the price of such items and the amount of its claims to the Client within three days of withdrawal, if it fails to do so or if the Client does not agree with the amount of the claim of the Claim, the amount of the claim shall be determined, with due diligence, by the Client. In the case if prior to the withdrawal, the Client had provided to the Contractor in connection with the execution of the Work any performance (e.g. paid an advance payment or part of the price of the Work), the Contractor shall be obliged to return such performances to the Client.
- 10.3. The Client shall be entitled to withdraw from this Contract in the event of a substantial breach of contractual obligations by the Contractor. A material breach of contractual obligations the Contractor shall also be considered A breach of any of the obligations set forth in Article V of the GBT&Cs or any false declarations, or event part of them, of the Contractor shall be deemed a substantial breach of contractual obligations by the Contractor. The Client has the right to withdraw from the Contract even if the Contractor will not commence the fulfilment of its obligations on time, or if it is evident that the Contractor will fulfil its obligation late and the Client is not interested in delayed performance. The Contractor has the right to withdraw from this Contract even in the case when, despite the proven delivery of a written notice to the Client (in which the Contractor informs the Client about possibility of withdrawal), the Client is in delay with the payment of the price for the Work for more than thirty days after the delivery date of the notice from the Contractor.
- 10.4. The withdrawal from the Contract does not have any impact on the mutual claims of the Parties for indemnification, contractual penalties, claims from defects or other claims incurred as a result of breaches of the obligations of the Parties arising from or in connection with this Contract. Furthermore, the withdrawal does not have any impact on the duration of the arrangements of the Parties concerning the settlement of mutual disputes.

Article XI Other Provisions

- 11.1. If the expressions of will of the Parties under the Contract are in writing, the Parties shall be obliged to deliver them to the addresses specified in the heading of the Contract. Should such consignments cannot be delivered to the other Party due to the reasons for which the serving Party is not liable, the effects of delivery shall become effective on the date of the first attempt of delivery. The Contract may only be Terminated, modified or amended by agreement of the Parties, in the form of written and numbered amendments to the Contract.
- 11.2. Should any circumstances occur with one of the Parties impeding the performance of the Contract, such Party shall be obliged to notify, immediately and without delay, the other Party thereof.
- 11.3. The Contractor shall only be entitled to assign its receivables against the Client arising under or in connection with the Contract with the written consent of the Client. The Contractor shall only be entitled to set off its receivables against the Client by a written agreement with the Client.

Article XII Final Provisions

- 12.1. Legal relationships established by the Contract, but not expressly regulated therein, shall be governed by the GBT&Cs, the relevant provisions of the Commercial Code and other applicable laws of the Slovak Republic.
- 12.2. The Parties undertake to settle any disputes arising at the performance of the Contract, always at first by mutual negotiations between their responsible representatives. The Parties agree that any and all disputes arising from legal relationships arising from the Contract or related to the Contract, including all ancillary legal relations, claims for damages, claims for unjust enrichment, disputes about the validity, interpretation, termination of the Contract, shall be settled by the Arbitration Court of the Slovak Chamber of



EKOMT, s. r. o., Matičné námestie 1427, 022 01 Čadca

Comp. ID: 36411388, TAX ID: SK2020136624

Registered in the Commercial Register of the District Court Žilina, Section: s.r.o., Insert No. 14189/L

Commerce, the Permanent Arbitration Court, with its registered office at Gorkého 9, 816 03 Bratislava, in accordance with its internal rules. The Parties shall submit to the decision of that court. The decision of the court shall be binding for the Parties.

- 12.3. The Contractor expressly agrees that the Client will process its personal data for the purposes of the Contract, i.e. store them on a data carrier, modify, search in them, provide them, to the extent necessary, to authorized third parties, sort them, combine them and dispose of them in accordance with Act No. 122/2013 Coll., on Personal Data Protection, as amended.
- 12.4. All information shared by the Parties in connection with the conclusion of the Contract and in order to comply with their contractual obligations are confidential and constitute trade secrets. The Parties undertake not to disclose such information to any third party without the prior consent of the other Party.

In Čadca, on