

GENERAL BUSINESS TERMS AND CONDITIONS OF XENEX, s.r.o.

"Customer"

(relating to the execution of work and/or works ordered by the company)

Customer: XENEX, s.r.o.

Registered office: Pri Rajčianke 8913/25, 010 01 Žilina

Company ID No.: 36 416 291

Company registered in the Business Register of the District Court of Žilina, Section: Sro, Insert No.:

14707/L (hereinafter referred to as the "Customer" or "XENEX")

Article I

Introductory provisions

1. These General Business Terms and Conditions (hereinafter referred to as "GBTC") govern the rights, obligations and business relationships that arise between XENEX as the customer of construction works and supplies or other works and supplies for the needs of the construction of works and projects that XENEX carries out for third parties, on the basis of a verbal or written contract for work or a contract for work concluded on the basis of a separate order confirmed by the contractor or supplier, as the case may be. These terms and conditions shall also apply, or shall apply appropriately, in the case of purchases of other goods, services and the procurement of other performances, if they are expressly referred to in the specific contract or order.
2. Contractor or supplier means any natural person - entrepreneur or legal person who performs construction or other similar work for XENEX or performs construction or other similar work on the basis of a contract for work. Any specific designation of the contractor or supplier in a written contract, order or other similar agreement does not exclude the application of these GBTC; any person who is a contractor as defined in this clause shall be deemed to be a contractor.
3. The provisions of these GBTC determine, or supplement, the content of the concluded contracts for work and shall apply to the legal relationships related to them in addition to the concluded contract for work. If the contract for work does not govern any specific rights and obligations or institutes that are regulated herein, the regulation contained herein that governs such rights and obligations or institutes shall apply. If a deviating agreement of the parties is expressly implied from the contract for work, it shall prevail over the provisions of these GBTC. If the contract for work contains a partially deviating regulation, the partially deviating regulation shall apply and the provisions of these GBTC shall apply to the remainder insofar as the nature of the matter so permits.
4. The contract for work shall be concluded:
 - a) in writing on the same document signed by both parties; or
 - b) in writing in the form of a written order issued by the Customer and confirmed by the contractor in a documentary form, while the confirmation of the order may also be made in a separate document; or
 - c) orally, electronically by e-mail or other remote means, provided that confirmation of the contract for work by one of the forms referred to in points (a) and (b) above is given no later than 14 days following; or
 - d) electronically by e-mail or by other remote means, provided that the expressions of intent are confirmed by a guaranteed electronic signature of the persons authorised to act on behalf of the parties. Contracts concluded in any other way or form shall be deemed null and void unless their validity results from the provisions of legal regulations which cannot be derogated from by agreement of the parties. The provisions of § 34 et seq. of the Civil Code and § 266 et seq. of the Commercial Code shall apply to the conclusion of the contract for work. For the purposes of § 272 of the Commercial Code, point 4 (c) shall be interpreted as meaning that when negotiating the conclusion of a contract, XENEX expresses its intention that the contract be concluded in writing.
5. Changes to the contract for work may only be made on the basis of written, numbered and mutually signed amendments to the contract for work, unless otherwise expressly agreed in writing by the parties in a specific case. If it results from the contract for work or these GBTC that the Customer is entitled to request a change to the contract for work, which is only possible on the basis of a written amendment, the contractor undertakes to conclude such amendment without any undue delay and shall not refuse to conclude it; this provision shall be deemed to be a contract for a future contract.
6. To the extent that the contract for work and these GBTC do not regulate the rights and obligations of the parties, the provisions of the Commercial Code shall apply.
7. Contracts for work are governed by the provisions of the Commercial Code under which they are concluded. Contracts for work shall be concluded in accordance with the law of the Slovak Republic, excluding conflicts of legal regulations.

Any disputes arising out of or in connection with the contract for work shall be resolved by the courts of the Slovak Republic.

Article II Work

1. The work is generally defined in the contract for work or its annexes, or in the written order and its annexes. The contract for work (or order) may refer to design and other documentation or documents from which the specification of the work can be ascertained, even if such documentation or documents are not expressly attached to the contract for work (or order) but are known to or available to the parties. In particular, building work, construction work, creation of a certain item (unless it is a contract of sale), carrying out an agreed alteration or repair, or supply of an item in connection with its assembly or installation, shall be deemed to be work.
2. The contractor is obliged to perform the work in accordance with the documents and instructions of the customer, generally binding legal regulations and technical standards valid in the Slovak Republic.
3. By concluding the contract for work, the contractor confirms that he has complete, correct and full information and documents from the Customer for the proper and timely execution of the work, and that he has duly and with professional care examined all such information and documents and has no reservations, questions or suggestions regarding supplementing or eliminating errors or defects.
4. The design documentation as well as all other documents handed over by the Customer to the contractor for the purpose of the execution of the work may be used by the contractor exclusively for the execution of the work which he is carrying out for the Customer. Subsequently, he is obliged to return all such documents and information to the Customer. The contractor acknowledges that the design documentation or other documents submitted are subject to the intellectual property rights of third parties.

Article III Price of the work, payment terms, retention

1. The price of the work is specified in the contract for work or purchase order, usually as a figure and in words. The price of the work may also be derived from an annex to the contract for work (or order), if the contract for work (or order) refers to it with regard to price.
2. The price of the work shall be determined as a fixed price, which shall be the maximum price for the performance of the work throughout its execution and shall include all costs and expenses of the contractor for the performance of the work. The Customer shall not be obliged to pay the contractor any further consideration or other compensation in connection with the performance of the work. The agreed price for the performance of the work shall not be affected by inflation, nor by changes in customs duties and import surcharges.
3. The price is generally exclusive of VAT. If the contractor is a VAT taxable person, VAT shall be added to the price of the work at the rate determined by generally binding legislation.
4. The contractor is obliged to notify the Customer without undue delay of any changes concerning the contractor's status as a registered VAT taxable person.
5. The price of the work shall include all costs for the construction of the subject of the work, i.e. in particular materials, equipment, labour, transport costs, storage costs, certificates, inspection reports, sorting, removal and disposal of waste, energy costs, preparatory construction work, workshop (production) documentation, project of the actual design, but also, if the subject of the work requires so for a digital map, noise and light measurements, water analyses, air analyses, demarcation, excavation, manuals, or geodetic survey, including all other costs that are necessary for the complete execution of all contractual performances and execution of the subject of the contract so that the work is approvable and usable. By concluding the contract for work, the contractor confirms that he has duly acquainted himself with the scope of the work, its specification and all attachments relating to the work, stating that he has all the information and documents necessary for the proper execution of the work and that this information is correct and sufficient for the proper execution of the work and the determination of its price. By concluding the contract for work, the contractor confirms and undertakes to carry out the work at the agreed price within the required scope and time, even if it later turns out that there is a need to carry out works and activities that were not foreseen by the contractor when concluding the contract for work or that were not included in the bill of quantities/contractor's quotation/price estimate/other documents used to determine the price of the work, or that are included or incorrectly priced therein. The preceding sentence means that the contractor is obliged to carry out the work at the agreed price within the agreed time, even if the quotation/price estimate/bill of quantities/other documents defining the work are incorrect or incomplete. In such case the Customer is not obliged to pay for any extra work carried out.
6. Above the agreed price for the work, the Customer shall pay for only those works whose scope and price have been agreed upon by both parties in the form of a written amendment to the contract for work. The contractor shall not be entitled to charge and claim payment for any other extra work.

7. In the event that the scope of works is reduced, the Customer reserves the right to pay the contractor the price of the work less the price of the works and deliveries not carried out. The same shall apply in the case of works and deliveries not carried out by the contractor to the extent agreed.

8. The price for the work shall be paid continuously, on the basis of monthly invoices.

9. Monthly invoices shall be issued in arrears, once a month - per calendar month, always no later than on the 10th day of the calendar month immediately following the calendar month for which the invoice is issued. Only one monthly invoice may be issued per calendar month in relation to a single contract (or order). The contractor is obliged to deliver the invoice to the Customer no later than on the 15th day of the calendar month immediately following the calendar month for which the invoice is issued. If the invoice is received at a later date, it shall be disregarded and the works charged shall be invoiced for the next calendar month, i.e. as the subject of the next monthly invoice. The preceding sentence shall not apply if the delay in delivery is due to reasons on the part of the Customer.

10. Each invoice shall clearly and comprehensibly refer to the concluded contract in connection with which it is issued. If the contract is concluded in the form of a purchase order, in addition to a clear and comprehensible reference to the purchase order in the invoice, a copy of the purchase order shall form an inseparable attachment to each invoice.

11. The invoice shall be issued on the basis of a monthly inventory of the works carried out, confirmed by the Customer (or a person designated by the Customer for such purpose). A monthly statement of the works performed, confirmed by the Customer (or a person designated by the Customer for such purpose), shall form an inseparable attachment to each invoice. The statement of works shall be submitted for approval to the Customer (or a person designated by the Customer) no later than on the 3rd day of the calendar month immediately following the calendar month for which the statement has been made. The Customer shall comment on the statement no later than on the 7th day of the calendar month immediately following the calendar month for which the statement has been made. If a statement is incorrect, the contractor is obliged to rework it and resubmit it for approval; a new 7-day period for approval of the statement by the Customer shall start from the submission of the new statement to the Customer; the provision of point 9 shall remain unaffected and the time limit for delivery of the invoice shall not be extended in such case.

12. The due date of monthly invoices shall be 60 days from the date of their delivery to the Customer; regardless of the date of delivery, the due date shall not commence earlier than on the 15th day of the calendar month in which the invoice is delivered to the Customer. The Parties consider the agreed due date to be reasonable, given that the contractor acts as a subcontractor of the Customer, and therefore the Customer must respect the due dates agreed upon with the investors of the construction works for whom he acts as a contractor/supplier.

13. All invoices shall contain particulars in accordance with the contract for work, these GBTC and generally binding legal regulations. If the invoice does not contain the agreed particulars or if it has been issued in violation of the contract or these GBTC or generally binding legal regulations, or if it contains other inaccuracies or is defective for other reasons, the Customer is entitled to return it to the contractor for reworking. After a corrected invoice has been delivered, a new due date shall apply.

14. Electronic delivery of invoices is possible if the parties separately agree thereon in writing.

15. Confirmation of a monthly statement of the works performed and payment of a monthly invoice shall not constitute acceptance of the work or any part thereof by the Customer and shall not be construed as an acknowledgement of obligations towards the contractor.

16. After a duly completed work has been accepted by the Customer and the acceptance has been confirmed in writing, the contractor shall issue a final settlement invoice; the provisions on invoices shall apply to the final invoice accordingly.

17. The final invoice shall be accompanied by a written declaration by the contractor that payment of 90% excluding VAT of the final invoice shall settle all of the contractor's claims against the Customer arising out of or in connection with the contract for work, with the exception of the contractor's claim for payment of the retention, including any claims for damages or injury, penalties for delay, expenses, fees, or any unjust enrichment or other claims, whether monetary or non-monetary, in connection with the work which is being carried out.

18. The invoice shall be deemed to have been paid on the date on which the invoiced amount is debited from the Customer's account to the contractor's account.

19. In the event of any delay of the contractor with proper and timely performance of any of his contractual obligations or obligations under these GBTC, or in the event of unsatisfactory quality of the works or delay in the removal of claimed defects in the work or defects in the execution of the work, the Customer shall have the right to postpone the due dates for payment of the contractor's claims (including retention) by the period of delay, or by the period of time until the contractor's remedy has been arranged, i.e. the invoice due date shall be extended by the period of the contractor's delay in proper and/or timely performance. Such postponement of the payment of the contractor's claims shall not put the Customer in default and the

contractor is not entitled to contractual penalties and/or interest on late payment. For the avoidance of doubt, the parties hereby exclude the effectiveness of the provisions of §325 of the Commercial Code for the purposes of this provision of GBTC and the contract for work governed by it.

20. The Customer is not in default if he fails to pay his due obligation to the contractor under these GBTC or the contract for work because he is in the secondary proceedings of insolvency caused by the investor (Article XIV, point 1 of these GBTC), i.e. if the investor is in default with respect to the Customer in the payment of the Customer's payable obligations towards the investor or if, for any other reason not caused by the Customer, the Customer does not receive payments from the investor within the time limits that would enable the Customer's obligations towards the contractor to be fulfilled in a proper and timely manner.

21. The contractor's obligation to perform the work in a proper and timely manner, the contractor's obligations under the work warranty, and all other monetary and quantifiable obligations of the contractor towards the Customer arising out of or in connection with this contract, shall be secured by the retention. The retention shall also secure any claims of the Customer towards the contractor arising from the overpricing of the work in the event that the Customer is forced to subcontract the work to a third party due to a breach of the contractor's obligations. The amount of the retention is primarily specified in the contract for work (or the purchase order). If the amount and the method of payment of the retention are not specified in the contract for work or in the order, the amount and the method of payment specified in these GBTC shall apply. The retention shall not apply only if it expressly results from the contract for work (or the order).

a) The retention amount is set at 10% of the price of the work (excluding VAT).

b) The retention shall be created in such a manner that the Customer withholds an amount equal to 10% of the invoiced amount (excluding VAT) from each invoice of the contractor.

c) The retention, or a part thereof, shall be paid (released) to the contractor in the event that it is not used by the Customer in accordance with this Contract, as follows:

i. short-term retention - 50% of the retention amount (i.e. 5% of the price for the work excluding VAT) shall be released by the Customer after 30 days from the date when all of the following conditions are met:

1. the contractor has sent a written notice to the Customer to release the short-term retention;
2. a report on the acceptance and handover of the work without defects and deficiencies has been drawn up and delivered in accordance with this contract;
3. the contractor has rectified all defects and deficiencies detected during the official handover and acceptance of the work, including all potential defects and deficiencies that appeared within 30 days of the date of the official handover and acceptance of the work;
4. the contractor has submitted a duly executed separate written declaration pursuant to Article III, point 17 of these GBTC;

ii. long-term retention - 50% of the retention amount (i.e. 5% of the price for the work excluding VAT) shall be released by the Customer after 30 days from the date when all of the following conditions are met:

1. the contractor has sent a written notice to the Customer to release the short-term retention;
2. together with a call for release of the long-term retention, the contractor has delivered to the Customer documents confirming the removal of all defects and deficiencies claimed during the entire warranty period and documents proving the acceptance of the work without defects and deficiencies by the Customer;
3. the contractor has rectified all defects and deficiencies that became apparent during the warranty period or that are covered by the quality warranty;
4. the call for release of the long-term retention was received after the end of the last day of the final warranty given for the work or a part thereof;

22. Notwithstanding any other provisions, the Customer shall not be obliged to pay the retention pursuant to this Article of these GBTC until the Customer has been paid the agreed retention by the investor (Article XIV point 1 of these GBTC); the Customer shall not thereby be in default towards the contractor.

23. Upon written request by the contractor and with the consent of the Customer, the retention may be replaced in whole or in part by a bank guarantee. The Customer is entitled to condition such consent by additional conditions and requirements relating to the bank guarantee.

1. The Customer is entitled to withhold an amount corresponding to the relevant VAT charged on the price for the work until it is reliably proven to the Customer that the contractor has remitted the received VAT to the tax administrator within the statutory period (if the contractor's obligation to remit the VAT to the tax administrator starts earlier than the due date of his invoice issued in accordance with this contract, this shall not affect the due date of the contractor's invoice issued in accordance with this contract). If the contractor fails to do so and the Customer is obliged to pay VAT to the tax administrator in accordance with the legal regulations due to the contractor's breach of the obligation to pay VAT to the tax administrator, the contractor's entitlement to reimbursement of the amount so withheld shall cease. The Customer shall be

entitled to withhold the amount in accordance with this clause always until it is proven that the contractor has remitted the received VAT to the tax administrator within the statutory time period or until the Customer becomes obliged to pay the VAT to the tax administrator on behalf of the contractor, whichever is the earlier. For the avoidance of doubt, if the contractor fails to prove that he has remitted the received VAT on the relevant invoice to the tax administrator within the statutory time period, the Customer shall be entitled to withhold the amount of VAT from each such invoice until any risk to the Customer associated with his obligation to pay the unremitted VAT on behalf of the contractor in accordance with §69b of Act No.222/2004 Coll. on the value added tax has ceased. If the contractor is dissolved, enters into liquidation, and/or the contractor starts winding up without liquidation before any risk associated with the liability for VAT arising for the Customer from §69b of Act No. 222/2004 Coll. on Value Added Tax has ceased, the contractor's right to payment of the withheld amount under this clause shall cease. If the work is subject to a transfer of tax liability within the meaning of Section 12 of Act No. 222/2004 on Value Added Tax, the provisions of this point shall not apply.

2. In the event that any proceedings are reasonably initiated against the contractor within the meaning of Act No. 7/2005 Coll., it is assumed that the retention and the amounts withheld pursuant to point 24 of these GBTC shall be deemed to be a discount from the price of the work and the contractor's right to their release shall cease.

Article IV Contractor's representations and warranties

1. The contractor represents and warrants that:

- a) no proceedings are being conducted against him pursuant to Act No. 7/2005 Coll. and there is no threat that such proceedings could be initiated, in particular he is not bankrupt, no petition for bankruptcy has been filed against him, no petition for bankruptcy has been dismissed for lack of assets, he is not being restructured, nor has a petition for restructuring been filed against him, nor is he in prolongation, bankruptcy, or threatened with bankruptcy;
- b) he is not in liquidation and is not in danger of entering into liquidation and does not himself intend to enter into liquidation before the end of the period within which his obligation to complete the work properly is to be fulfilled;
- c) he has the necessary capacities - technical, personnel and financial - for proper execution of the work, on the basis of his abilities and expertise and technical equipment he is able to perform the contractual performance in first-class quality, professionally, flawlessly, completely and functionally in accordance with the relevant generally binding legal regulations, applicable technical standards, documents defining the work and according to the requirements and instructions of the Customer within the specified time limits and deadlines;
- d) the contract for work contains a sufficient definition of the mutual rights and obligations of the parties, as well as definition of the conditions of execution of the work, necessary for proper and flawless execution of the work, and that he has read, examined and understood all the conditions of execution of the work with all parts and attachments and has accepted them without reservation, and that the necessary performances are clear and known to him without objections;
- e) his quotation is complete, final and correct;
- f) the prices quoted by the contractor are sufficient for the execution of the work and are unilaterally fixed so as to cover all of the contractor's costs for proper execution of the work;
- g) he has acquainted himself with all the documents and information provided by the Customer prior to the conclusion of the contract for work, with the construction site and the place for the execution of the work, has no objections to them and is aware that during the execution of the work he cannot claim modification of the contractual terms and conditions for reasons which he should or could have discovered when acquainting himself with the documents, the construction site and the place for the execution of the work;
- h) the contractor has notified the Customer in writing of any errors and/or deficiencies in the design documentation and other documents and information relating to the work no later than on the date of signing of this contract, otherwise it shall be understood from the point of view of the contractor's liability and the time of completion of the work that the contractor has not notified the Customer of any errors and that the documentation, documents and information are in accordance with legal regulations, correct and complete, and the contractor is able to perform the work on the basis of them in a proper and timely manner.

2. If any of the contractor's representations or warranties under this Article prove to be or become false, incomplete or misleading, the contractor shall be liable for all damages and extra costs incurred by the Customer in connection with such false, incomplete or misleading representations.

Article V

Place of execution of the work

1. The place of performance is generally specified in the contract for work or its annexes. If the place of performance is not apparent from the contract or its annexes, the Customer shall notify the contractor (in writing or electronically) within a reasonable time before the start of the work.
2. The contractor is obliged to inspect the site for the execution of the work. The contractor represents that he has inspected, in particular, but not exclusively, the place of execution of the work and, taking into account his expertise, represents that the place of execution of the work is free from any defects that would prevent the execution of the work or that would result in an extension of the time limit for completion and acceptance of the work or an increase in the price of the work. The contractor acknowledges that all costs and damages associated with a site unsuitable for the execution of the work, discovered after the commencement of the works on the work, shall be borne in their entirety by the contractor and no performances shall be provided to him as a result of any omissions or negligence on his part in inspecting the site for the execution of the work.
3. During the execution of the work the Customer shall allow the contractor to connect to the utilities for a fee, if this is technically possible and if he is entitled to provide such connection according to the contract with the investor (Article XIV point 1 of these GBTC). If the Customer has constructed site facilities for the contractor, the contractor is obliged to use the Customer's site facilities to the extent specified by the Customer. In the event that the site facilities are inadequate or the site is not equipped at all, the contractor shall propose and the Customer, after taking into account his own comments, if any, shall approve space for the contractor to build the necessary facilities which the contractor shall set up at his own expense. Upon completion of the works, the contractor shall restore the area to its original condition. Damages and costs related thereto shall be borne by the contractor. This also applies to the establishment of access to the construction site or to the work site.
4. The contractor shall take over the place of execution of the work on the basis of a written acceptance protocol. Unless otherwise agreed, the Customer shall hand over the site for the performance of the work to the contractor no later than on the day of commencement of the works. The contractor is obliged to take over the site for the performance of the work no later than on the day of commencement of the works; any breach of such obligation constitutes a material breach of the contract for work, which entitles the Customer to withdraw from the contract.
5. The contractor acknowledges that other contractors may be present at the site during the execution of the work and undertakes to coordinate with them so as not to interfere with the duties of the individual contractors, nor restrict their work, and to ensure that the work is duly executed and handed over within the agreed deadline. The contractor is obliged to follow the Customer's instructions which will be used by the Customer to coordinate the works and procedures of individual contractors at the site for the performance of the work. The facts under this point do not affect the agreed conditions for the execution of the work, in particular they do not affect the contractor's obligation to comply with the agreed deadlines.
6. The contractor undertakes to follow the Customer's instructions regarding the use of the construction site, site equipment and access to the construction site. The contractor shall use the construction site and its equipment and access roads to the construction site, which have been procured by the Customer, exclusively on the basis of the Customer's consent.
7. Unless otherwise specified in the contract (or in the order), the contractor shall reimburse the Customer for the costs associated with energy consumption according to the actual energy consumption. If the actual energy consumption cannot be ascertained, the contractor shall reimburse the Customer for the energy costs with a lump sum amounting to 1.5% of the price of the work. The lump sum shall be payable at the discretion of the Customer either within 7 days of the date of conclusion of the contract for work or in monthly instalments the amount of which shall be determined as being 1.5% of the monthly invoices issued by the contractor pursuant to these GBTC. The Customer is entitled to set off the costs of energy consumption against the contractor's claims towards the Customer arising under or in connection with the contract for work. If the contractor provides the energy connection himself, all energy costs shall be borne by the contractor himself.
8. The contractor shall keep the construction site and access roads clean and in order every day and shall immediately remove any waste resulting from his activities at his own expense. At the same time, the contractor is obliged to comply with all obligations arising from generally binding legal regulations related to environmental protection and waste management at his own expense. The contractor is obliged to demonstrate to the Customer how he has dealt with the waste generated from his activities and to provide the Customer with reliable evidence thereof. In the event that the waste from the construction site or the pollution of access roads are not removed, or the repair of damage or the remedy of violations of generally binding environmental legislation are not carried out even within an additional period of time set by the Customer, the Customer is entitled to remedy the unsatisfactory condition and its consequences through a

third party at the expense of the contractor, regardless of the price for a similar activity, and is entitled to claim reimbursement of all the costs so incurred from the contractor, or unilaterally set off all the costs incurred against the contractor's liabilities. If the price for the removal of waste and pollution is included in the contractor's quotation, the contractor shall lose the right to be paid its value resulting from the quotation.

9. The contractor is obliged to respect all measures taken by the Customer to ensure that only authorised persons have access to the work site. At the same time, the contractor is obliged to act in such a way as to prevent unauthorised persons from entering the work site and is obliged to take all necessary measures for such purpose.

10. The contractor is not entitled to place any advertising or other information boards or signs at the place of execution of the work or in its vicinity without the prior written consent of the Customer.

11. The contractor is obliged to vacate the construction site or the place of execution of the work within the time limit specified in the acceptance protocol on the basis of which the Customer takes over the completed work from the contractor, but no later than 5 days after signing such acceptance protocol. Otherwise, the Customer is entitled to have the items owned by the contractor and located at the work site removed by third parties at the contractor's expense and risk; setting off such costs against the contractor's claims is not excluded.

Article VI

Work execution date

1. The contractor undertakes to perform the work within the time agreed in the contract (or in the order). Both the start date and the end date of the performance of the works are binding; any failure to meet such deadlines shall cause the contractor to be in default. If the performance date is specified in a schedule, the contractor undertakes to perform the work in accordance with the schedule. All deadlines specified in the schedule are binding, including intermediate deadlines for partial performance of the work ("milestones"). Failure to meet any deadline specified in the schedule shall cause the contractor to be in default.

2. The contractor is entitled to interrupt the works only in cases where it results from the provisions of the contract (or the order) or these GBTC.

3. The contractor acknowledges and undertakes to adapt the performance of his works to the activities of the Customer and his other contractors performing the work.

4. If it becomes apparent that the contractor's progress in the execution of the work is slow, or if the contractor fails to meet any of the deadlines set out in the contract (or in the order) or in the schedule, the Customer shall be entitled to ask the contractor to increase the efficiency of the works and the contractor shall be obliged, on such instruction by the Customer, to take additional effective measures to speed up the execution of the work so that all the deadlines resulting from the schedule are met. The contractor is obliged to carry out such measures immediately after being requested to do so by the Customer, at his own expense, without any claim for an increase in the price for the work. If the contractor fails to take measures according to this clause, or if the contractor's measures prove to be insufficiently effective, the Customer shall have the right to withdraw from this contract or to take effective measures to accelerate the execution of the work himself, with the contractor bearing the costs incurred in connection with such measures or the costs of arranging an alternative contractor in the event of withdrawal. The Customer is entitled to claim such costs on the basis of a separate invoice delivered to the contractor; set-off is not excluded.

5. The contractor is entitled to an extension of the deadlines for the completion of the work only in the following situations:

a) objective conditions at the place of execution of the work which cannot be overcome even with the best effort, and which are independent of the will of the parties and could not have been foreseen and are not usual, and which realistically and objectively preclude the continuation of the execution of the work;

b) the Customer being in delay in the provision of assistance by more than 15 days following written notification by the contractor, if such assistance is necessary for the further execution of the work;

c) interruption of the work on the basis of an instruction from the Customer.

6. If an obstacle arises due to the reasons according to point 5 of this article of the GBTC then the deadlines for the completion of the work shall be extended by the period of time for which the circumstance entitling the contractor to extend the deadlines has lasted, but only if the contractor has informed the Customer of the facts entitling him to postpone the deadline at the latest within 48 hours of the date of the occurrence of the obstacle; the obligation to inform the Customer in writing shall not apply to the reason for the interruption according to (c) of the previous point. The contractor is obliged to inform the Customer according to the preceding sentence, indicating the occurrence of the obstacle, the expected duration of the obstacle and the obligations whose performance will not be possible, as well as the termination of such obstacle, and is obliged to prove the occurrence of the obstacle in a credible manner. If the contractor breaches the obligation to give proper and timely notice of the obstacle, the contractor's right to extend the deadline shall cease.

7. The construction supervisor or the responsible construction manager of the Customer are entitled to order the contractor's workers to stop their work if the responsible worker of the contractor is not reachable or if the safety of the construction, or the life or health of the workers working at the construction site, is endangered, the work is not performed in the required quality or there is a risk of other damage.
8. If the nature of the work or the circumstances related to the execution of the work do not preclude it, the contractor may execute the work before the agreed date and the Customer shall accept the work so executed, provided that the work is executed properly.

Article VII

Conditions for the execution of the work

1. The contractor is obliged to perform the work at his own expense and risk in accordance with the terms agreed upon in the contract (or in the order) and these GBTC and with due professional care. The contractor is responsible for the fulfilment of the conditions set out in the decisions, statements, consents and opinions of public authorities submitted to him by the Customer or which he has been demonstrably informed of by the Customer.
2. The contractor undertakes to follow the Customer's instructions when carrying out the work, unless they conflict with the Contract or these GBTC, in which case the contractor is obliged to notify the Customer immediately in writing. In the event that the contractor fails to comply with an instruction of the Customer that is in accordance with the contract or these GBTC, the Customer shall draw up a record of such fact and deliver it to the contractor. If the contractor fails to comply with the instruction without undue delay after receipt of the notification, the subject of the instruction shall be implemented by a third party at the contractor's expense. The Customer shall unilaterally set off the costs incurred in such a manner against the contractor's claim for payment of the price for the work. Any failure to comply with the Customer's instructions in accordance with the Contract or these GBTC shall be considered a serious breach of contract with the Customer's right to withdraw from the Contract. If the Customer's instructions are incorrect or inappropriate, the contractor is obliged to notify the Customer thereof immediately in writing, and if the contractor fails to do so then the contractor shall be liable to the Customer for all damage related thereto and shall be liable to reimburse the Customer in full for such damage.
3. The contractor shall carry out the work in a quality corresponding to the purpose of the contract and the work, legal regulations, technical standards and in accordance with the documentation submitted by the Customer. The work shall also include performance of all tests, attestations and the provision of all documents required by generally binding legal regulations and technical standards for the proper use of the work.
4. The contractor shall only use products for the work which have such properties that the required mechanical strength and stability, fire safety, hygiene requirements, and health and environmental protection are guaranteed throughout the expected lifetime of the work under normal maintenance. The construction materials, products, structures and equipment used by the contractor shall have such properties that they meet all the requirements specified by generally binding legal regulations and applicable technical standards throughout the expected lifetime of the construction under normal maintenance.
5. The Customer may require the contractor to submit an inspection and testing plan, technological procedures for the execution of the work, a quality assurance plan, to carry out tests of materials and products to be used in the work, to carry out a test run of the work, or to submit samples of materials and products to be used in the work. The associated costs shall be borne by the contractor. The performances within the meaning of this clause shall be deemed to be part of the performance of the work. Point 3 of this Article shall remain unaffected.
6. At least 5 working days prior to the commencement of the works the contractor is obliged to submit to the Customer a written list of all persons (with their business name, registered office/place of business, registration number, tax registration number and VAT number, if assigned) who will carry out the works and deliveries for the contractor, and to update the list within 3 days of any change.
7. The contractor's subcontractors shall have been approved by the Customer in writing in advance. Any violation of such obligation constitutes a material breach of the contract for work, on the basis of which the Customer is entitled to withdraw from the contract. The Customer shall comment on the first subcontractors within 3 working days of the date of submission of the list referred to in point 6 of this Article.
8. The contractor may not subcontract the performance of the whole or a substantial part of the work. Any violation of such obligation constitutes a material breach of the contract for work, on the basis of which the Customer is entitled to withdraw from the contract. A substantial part of the work is a part of the work which, with respect to its scope, definition and value, represents more than 50% of the entire performance of the work.

9. When the work is carried out by another person, the contractor shall be liable as if he were carrying out the work himself. If any contractor's subcontractor repeatedly breaches his obligations, or it is evident that he is not performing the works on the work properly and on time, or it is evident that the contractor's subcontractor will not perform the works on the work properly and on time, the Customer shall be entitled to ask the contractor to replace the subcontractor without delay.

10. The Customer or a person authorised by him has the right at any time during the performance of works on the work or immediately before the commencement of such work to ask the contractor's employees or other workers of the contractor to take an alcohol breath test. In the event of a positive result or refusal to undertake a breath test, the Customer shall have the right to immediately ban and permanently prohibit the person concerned from entering the site. The contractor is obliged to replace such a person without delay.

11. The Customer is also entitled to expel contractor's employees in the event of repeated violations of OSH rules by such persons, in the event of repeated violations of work discipline in other ways, or in the event of repeated unethical behaviour or behaviour that may damage the reputation of the Customer. The contractor is obliged to replace such individuals without delay.

12. When creating the work, the contractor may only use workers who have the necessary qualifications and expertise, who carry out the necessary works according to the contractually agreed terms and conditions and within the conditions specified herein and within a reasonable time and are sufficiently equipped with suitable and fault-free work equipment. The contractor is obliged to submit to the Customer all documents proving the professional competence of his staff at the latest on the date of commencement of the works.

13. The contractor may only use such workers for the execution of the work whom he legally employs or with whom he has concluded a different valid legal relationship that allows these workers to carry out works on the work in accordance with the legal regulations. Any violation of such obligation constitutes a material breach of the contract for work, on the basis of which the Customer is entitled to withdraw from the contract. The contractor shall be obliged to prove to the Customer in a credible manner and without undue delay at any time upon request that he is not violating the prohibition of illegal employment. Any violation of such obligation constitutes a material breach of the contract for work, on the basis of which the Customer is entitled to withdraw from the contract.

14. The contractor shall ensure that his employees comply with their obligations in the field of occupational safety and health in their entirety.

15. In particular, the contractor is obliged to ensure that his workers are familiarised with and trained in all applicable regulations for the performance of the work activity at the given workplace (construction site), as well as all regulations, information and instructions to ensure health and safety during the execution of the work and to ensure protection against fire.

16. The Customer is entitled to inspect the compliance with health and safety regulations by the contractor's employees.

17. The contractor is obliged to comply with the provisions of the applicable regulations governing the recording and registration of accidents at work.

18. Unless otherwise designated or arranged by the Customer, a safety coordinator shall be provided by the contractor. 19. The contractor shall ensure compliance with all fire prevention obligations in connection with the execution of the Work and shall be responsible for compliance with such obligations and regulations by his employees. In particular, the contractor is obliged to arrange appropriate training for his staff, to draw up relevant documentation and supporting documents and to select and follow the prescribed working procedures.

20. Unless otherwise specified or arranged by the Customer, fire guards shall be provided by the contractor.

21. The Customer is entitled to inspect the compliance with health and safety regulations, fire prevention regulations and environmental protection regulations by the contractor's employees.

22. If any of the obligations in the area of occupational health and safety, fire prevention and/or environmental protection are performed by the Customer, the contractor is obliged to coordinate his activities and activities in such areas with the Customer; the contractor's obligations under these GBTC and the contract for work shall remain unaffected.

23. The contractor is obliged to submit documents proving the contractor's personnel training in the field of OSH and fire prevention to the Customer prior to the commencement of the works.

24. Workers shall be understood as being all natural persons in any legal relationship to the contractor who are involved in the execution of the work at the contractor's discretion or based on an instruction from the contractor. The contractor is obliged to ensure that his subcontractors and their workers also comply with the obligations he has in relation to his own workers.

25. If the Customer procures any items for the execution of the work, the risk of damage to such items shall be assumed by the contractor at the moment they are handed over to the contractor. The handover shall also include allowing the contractor to dispose of such items. If, for any reason, the items procured by the Customer are unsuitable for the execution of the work, the contractor is obliged to inform the Customer thereof in writing without undue delay.

26. The contractor shall make any works to be covered available for inspection by the Customer prior to

covering them, and shall invite the Customer to such inspection at least 3 working days in advance by making an entry in the construction/installation logbook and by e-mail notification to the e-mail address(es) designated by the Customer for electronic communication. If the Customer does not appear for the inspection within the specified period, the contractor is entitled to cover the works. If the contractor breaches his obligation to invite the Customer to inspect the works to be covered, he shall uncover such works at the Customer's request at his own expense, irrespective of whether the works have been carried out correctly. In other cases the contractor is obliged to uncover the results of works at the request of the Customer at any time, but the contractor shall only bear the costs of doing so if it is proven that the contractor has not carried out the works correctly.

27. The Customer is entitled to inspect the work at each stage of its execution. Inspections shall be carried out by the Customer in such a way that the impact of the inspection on the execution of the work is as little as possible. If the Customer discovers that the contractor is in breach of his obligations, the Customer has the right to ask the contractor to remedy any breaches without undue delay; other claims and rights under these GBTC shall remain unaffected. If the contractor fails to remedy the breach properly or in a timely manner, it shall be deemed a material breach of the contract with the possibility of withdrawal by the Customer.

28. The contractor undertakes to keep a construction diary from the commencement of works on the work until the official handover of the work and the removal of all defects and deficiencies pointed out during the acceptance procedure, so that the records are in accordance with the legal regulations. The contractor's construction logbook shall be available at the site at all times so that entries can be made in it and so that the Customer can continuously check the execution of the work and its compliance with the design documentation and the contract for work. If the nature and type of works does not require the keeping of a construction logbook, the contractor shall keep an assembly logbook to which the provisions of these GBTC and the Construction Act shall apply accordingly.

29. In the construction logbook the contractor shall record all facts decisive for the execution and performance of the work, in particular:

- a) all important circumstances relating to the execution of the work;
- b) details of deviations from the documentation defining the work or from the conditions laid down in the decisions, statements, opinions and consents of public authorities and the reasons for such deviations;
- c) factual factors affecting the execution of the work, in particular adherence to the time schedule and, in particular, the weather conditions in relation to the execution of the work, especially for wet production process works, earthworks and landscaping;
- d) details of the actions carried out on the basis of the Customer's instructions, in particular of the corrective measures taken;
- e) the date of the site visit, the facts found and the measures taken by the person authorised to carry out state building supervision and the person carrying out state supervision;
- f) records of the technical supervision of the construction designated by the Customer or any other persons authorized by the Customer to perform a part of the work;
- g) entries of the designer, surveyor and cartographer of the work, etc.

30. The construction logbook shall be kept on a daily basis, in accordance with generally binding legislation, so that its text cannot be complemented or modified at will.

31. The entries in the construction logbook are only informative and of a record-keeping nature and do not in themselves establish any rights and obligations of the contracting parties. If a party asserts a right against the other party, such assertion shall be in the form of a separate act, otherwise the parties shall be deemed to have not asserted the right.

32. The contractor is obliged to ensure the presence of his own professionally qualified construction manager at the place of performance of the work throughout the entire period of performance of works on the work. If it results from the nature of the work that a construction manager is not required, the contractor shall provide a responsible authorised person with sufficient competence. The construction manager (or responsible employee) shall be present at the place of performance of the work at all times during the execution of the works and shall be at the Customer's disposal. The contractor shall notify the Customer of the contact details of the construction manager (or the responsible person) at the latest on the date of commencement of the works and shall submit documents proving his/her professional competence. The person of the construction manager (or the responsible person) and his/her replacement are subject to the Customer's written consent.

Article VIII Ownership of the work, risk of damage to the work

1. The work is the property of the Customer. Any items to be used for the construction of the work or to constitute the work shall become the property of the Customer at the moment of their incorporation into the work. Depending on the agreement between the Customer and the investor (Article XIV point 1 of these

GBTC), it may be assumed that the work which is being constructed is owned by the investor.

2. The contractor shall ensure that the provision of point

1 of this article shall apply in relation to the performance of his subcontractors, otherwise he shall be liable for the damage incurred by the Customer and undertakes to compensate the Customer in full, while damage shall be understood in particular as the entire value of the performance to a third party which the Customer will have to pay in order to become the owner of the work, or its parts or appurtenances.

3. The risk of damage to the work shall pass to the Customer upon the Customer's official acceptance of the fully completed work without any defects and deficiencies. The risk of damage to the work includes any damage to the work arising from any cause whatsoever, including damage arising from force majeure.

4. The contractor is liable for any damage caused by his activities to the property of the Customer or third parties.

5. If the subject of the contract for work is maintenance, repair or modification of an item, the risk of damage shall pass to the contractor when the item is handed over for maintenance, repair or modification. The title to such property shall not pass to the contractor.

Article IX Liability for damage

1. If the contractor causes damage to the work by his actions or any actions of his subcontractors (or even by inaction), he is obliged to pay for such in full. In the event of any damage to the work for which the contractor is liable, the contractor undertakes to notify the Customer immediately after the damage occurs and to restore the work to a perfect state without undue delay, or to compensate for the damage in money if it is not possible to restore the work to a perfect state.

2. The contractor is also liable for any damage to the work caused in connection with the removal of defects for which the contractor is responsible.

3. The contractor is liable for any damage to health, life and property caused by him to the Customer or to third parties during or in connection with the execution of the work. This shall also apply if the Customer is liable for such damage to third parties, in which case the contractor undertakes to indemnify the Customer in full, i.e. to compensate the Customer for all performances that the Customer is obliged to provide to third parties.

4. If a fine or other penalty is imposed on the Customer in connection with a breach of the contractor's obligation, or if the Customer is obliged to pay such a fine or other penalty on the basis of a contract concluded by the Customer with a third party, the contractor undertakes to reimburse the Customer in full for such fines and other penalties.

5. The provisions of points 1 to 4 shall apply accordingly also to cases of other detriment in addition to damage.

6. In the remaining cases, the liability for damage is governed by the legislation and other provisions of these GBTC.

Article X Handover and acceptance of the work

1. The work shall be deemed to have been completed only upon the official acceptance of the entire work without defects and deficiencies by the Customer. Proper execution of the work means, in particular, the state of the work in which the work has all the usual characteristics resulting from the contract and these GBTC, the design documentation, the building permit, relevant technical and other standards and relevant generally binding legal regulations, and in which the tests, inspections and/or measurements stipulated by the contract or these GBTC or relevant generally binding legal regulations or other standards have been carried out and all defects and deficiencies have been properly removed.

2. The whole work shall be accepted at once, unless the Customer chooses (or requires) partial acceptance of the work in parts. If the work is to be taken over in parts, the provisions of this Article shall apply accordingly also to partial acceptance procedures.

3. The contractor is obliged to hand over the work to the Customer together with all documents relating to the work, in particular:

- a) the project of the actual design in 3 copies, one of which is in digital form;
- b) the project of the actual design - geodetic part in 3 copies, one of which in digital form;
- c) certificates of materials used;
- d) test certificates;
- e) evidence of the tests carried out;
- f) revision reports;
- g) instructions for use;
- h) certificates of warranty;

- i) declarations of conformity;
 - j) proof of operator training;
 - k) documents required by state and local government authorities - especially for the purposes of the final building approval procedure;
 - l) a user manual for the work or a part thereof if a user manual is required by the nature of the matter;
 - m) other documents the need for which the Customer has demonstrably informed the contractor of.
- The documents shall be submitted as original documents in the Slovak language, with an officially authenticated translation into the Slovak language if the original document is in a foreign language.
4. The Customer is not obliged to accept the work showing defects or deficiencies. Similarly, the Customer is not obliged to accept the work if the contractor fails to submit all documentation required for the handover and acceptance of the work under the contract for work or these GBTC.
5. The contractor is obliged to notify the Customer in writing at least 14 days in advance when the object of performance will be ready for handover and acceptance.
6. The handover and acceptance of the work shall be recorded in two copies of a protocol containing, in particular, the following data:
- a) basic data about the work;
 - b) an evaluation of the quality of the work;
 - c) the date of the acceptance procedure;
 - d) a statement by the Customer as to whether he accepts the work or whether he accepts it with defects or deficiencies, with the date of acceptance of the work,
 - e) a list of defects and deficiencies found;
 - f) time limits for the elimination of defects and deficiencies;
 - g) a list of the documents handed over;
 - h) the opinions of the parties which they will insist on;
 - i) dated signatures of the representatives of the contracting parties authorised to act in matters under the contract for work;
 - j) the duration of the warranty period.
7. If the Customer does not accept the work, the reasons for non-acceptance shall be specified in the protocol and the time limits for rectification shall be set, which shall not exceed 14 days. The acceptance procedure shall be repeated after expiration of the period for the removal of defects and deficiencies. Any delay by the contractor remains unaffected and is not excluded hereby. If, even after a repeated acceptance procedure, the work does not have the required characteristics, the Customer is entitled to have the work completed by a third party at the contractor's expense; other claims shall remain unaffected by this.
8. The Customer may accept the work even with minor defects and deficiencies that do not prevent the use of the work. In this case such fact shall be stated in the protocol on the handover and acceptance of the work and at the same time the Customer shall specify the deadlines for the removal of defects and deficiencies, which shall not exceed 7 days.
9. The Customer may request that the contractor's subcontractors also take part in the handover procedure and the contractor is obliged to ensure their participation in such case.
10. If incompleteness of the work or incompleteness or untruthfulness of any documentation related to the work is subsequently detected, this shall result in the work being deemed to have not been handed over and not accepted by the Customer, irrespective of whether the acceptance protocol was signed by the Customer beforehand.

Article XI

Warranty period, liability for defects and compensation for damages

1. The contractor shall make sure that the work performed by him will have the characteristics agreed upon in the contract and determined on the basis of these GBTC, and that the works on the construction will correspond to the parameters of the design documentation, and that they will be performed according to the approved technological procedures and according to the technical standards applicable on the territory of the Slovak Republic and in accordance with the hygiene, ecology, fire prevention, safety and building regulations. The contractor shall make sure that the work has the agreed characteristics throughout the warranty period.
2. The contractor shall provide a warranty period of 60 months for the work within the scope of the construction works and supplies. Equipment and items not forming a part of the construction works and supplies shall be covered by the warranty period provided by the suppliers of those items and supplies, but for at least 24 months in any case.
3. The warranty period shall start from the moment the work is handed over by the Customer to the investor (Article XIV point 1 of these GBTC).
4. During the warranty period the Customer is entitled to claim the removal of defects in the work and the

contractor is obliged to remove the defects claimed by the Customer, free of charge and without undue delay after the receipt of the claim. The Customer shall notify the contractor of any defects that have appeared in the work during the warranty period. In the notification the Customer shall indicate how the defects manifest themselves and the type of claim the Customer is exercising. A defect shall be deemed to have been claimed in time if it is announced within the warranty period or within 15 days after the end of the warranty period, provided that the defect demonstrably manifested itself during the warranty period.

5. The contractor is obliged to start immediately with the removal of defects, at the latest within 24 hours in the case of defects preventing the use of the work or endangering its safety, or defects that may cause damage. In the case of other defects the contractor is obliged to start removing them within 3 days at the latest.

6. The contractor undertakes to remedy the claimed defects within a period of no later than 14 days from the date of receipt of the claim or within a different period specified by the Customer, unless the Parties have agreed otherwise in writing.

7. If the contractor does not start to remove a claimed defect or if the contractor does not remove the reported (claimed) defects properly and on time, i.e. under the conditions and within the time limits provided by the Customer, or if the contractor starts to remove the defects but does not remove them properly, or if the contractor does not remove the defects within the time limit properly and on time, the Customer shall have the right to remove the defects himself or to have them removed by a third party at the contractor's expense; the entitlement to compensation for damages and the Customer's other rights and claims pursuant to the present GBTC shall remain unaffected thereby.

8. The parties shall draw up a record of the removal of the defect; the provisions on the drawing up of a protocol of the handover and acceptance of the work under these GBTC shall apply to the drawing up of the record of the removal of the defect accordingly.

9. The period from the exercising of the right until the repair is carried out shall not be included in the warranty period, the warranty period shall be extended by the duration of the defect removal. For any parts of the work which are being repaired within the warranty period, the warranty period shall be set at 60 months and shall start on the date of the defect's removal.

Article XII Sanctions

1. In the event of any delay of the contractor with meeting the milestones specified in the time schedule, the Customer shall have the right to be paid a contractual penalty of 0.05% of the price for the work, including VAT, for each day of delay or a part thereof, in each case individually.

2. In the event of any delay of the contractor with the obligation to complete the work properly and on time, the Customer shall be entitled to be paid a contractual penalty of 0.5% of the price for the work, including VAT, for each day of delay or a part thereof.

3. In the event of any interruption of the construction works on the performance of the work for more than seven consecutive calendar days in violation of the contract or these GBTC, the Customer shall be entitled to be paid a contractual penalty of 5% of the price of the work, including VAT.

4. If the contractor fails to carry out the works on the performance of the work for more than 14 days in violation of the Contract or these GBTC, the Customer shall be entitled to be paid a contractual penalty of 10% of the price of the work, including VAT.

5. In the event of any non-compliance with the works commencement date the Customer shall be entitled to be paid a contractual penalty of EUR 1,000.00 for each day of delay or a part thereof.

6. In the event of any failure to keep a proper construction logbook, the Customer shall be entitled to be paid a contractual penalty of EUR 200.00 for each individual case. In the event of any loss of the construction logbook, the Customer shall be entitled to be paid a contractual penalty of EUR 5,000.00. The above-stated shall also apply to the assembly logbook if a construction logbook is not kept due to the nature of the work.

7. If the contractor fails to remove the defects pointed out during the acceptance procedure properly and on time, he shall pay the Customer a penalty of EUR 100.00 for each day of delay (or a part thereof) with removing each defect individually.

8. If the contractor is in delay in proper and timely removal of defects announced by the Customer within the warranty period, the contractor is obliged to pay the Customer a contractual penalty of EUR 200.00 for each day of delay (or a part thereof) with removing the defect and each defect until they are properly removed.

9. In the event of any non-compliance with the date for the contractor to vacate the construction site, the Customer shall be entitled to a contractual penalty of 0.02% of the price of the work, including VAT, for each day of delay or a part thereof.

10. In the event of any violation of OSH or FP regulations or environmental protection or waste management regulations by the contractor, the Customer shall be entitled to be paid a contractual penalty of EUR 200.00

for each detected case individually. In the event of any serious non-compliance with OSH regulations (in particular cases of serious occupational accidents pursuant to § 17 (4)

(a) of Act No. 124/2006 Coll. or a violation within the meaning of § 7 (4) of Act No. 125/2006 Coll.) or a threat to the life of workers by the contractor, the Customer shall be entitled to be paid a contractual penalty of EUR 5,000.00 for each detected case individually.

11.If the contractor fails to complete the work, i.e. in particular if the contract for work is terminated for reasons on the contractor's side prior to completion of the work, the Customer shall be entitled to be paid a contractual penalty of 10% of the price of the work, including VAT.

12.If as a result of the contractor's breach of the contract for work the work has irremediable defects, the contractor undertakes to pay the Customer a contractual penalty of 10% of the price of the work, including VAT; any claims for defects and claims for damages shall remain unaffected.

13.The contractual penalties agreed upon in this contract are without prejudice to the right of the parties to full compensation for damages, even if these exceed the amount of the contractual penalty. Payment of the contractual penalty shall not affect the claim to the contractual penalty in its entirety; the contractual penalty shall not be included in the compensation for damages.

14.The contractual penalties under this contract shall be payable on the day following the day on which they become due. 15.Concurrent contractual penalties are not excluded.

Article XIII

Termination of the contract for work

1. The contract for work may be terminated by the written agreement of the parties. The agreement will normally include also provisions about mutual settlement of the parties' claims. If the agreement does not contain any provisions regarding the settlement of the parties' claims, the procedure set out in point 6 of this Article shall be followed.

2. The Customer is entitled to withdraw from the contract for work in cases arising from this article of these GBTC or in cases arising from other articles of these GBTC or the contract for work. The Customer is also entitled to withdraw from the contract for work if this results from the provisions of the law.

3. The Customer may withdraw or partially withdraw from the contract for work or withdraw the contractor from a part of the works and performances forming the subject of the contract for work and have them performed by third parties at the contractor's expense, regardless of the prices of the contractor's works and supplies, also for the following reasons on the contractor's side, which are considered to be a material breach of this contract:

a) if the contractor is delayed in meeting the deadlines or milestones specified in the schedule of works by more than 7 days; or

b) if the contractor fails to perform the work in the required quality, in accordance with the design documentation or the contract for work, or if it is obvious from the contractor's progress that he will probably not meet the performance deadlines under the contract for work or fulfil his obligations under the contract for work in a proper and timely manner; or

c) if the contractor has filed for bankruptcy or has been declared insolvent or bankruptcy has been dismissed for lack of assets, or if restructuring proceedings have been initiated in relation to the contractor; or

d) if the contractor enters into liquidation, is dissolved without going into liquidation or is wound up/dissolved by other means; or

e) if the contractor is delayed in the payment of invoices due to at least two of its subcontractors or other contractual partners by more than 30 days, or if the contractor is a subject of enforcement proceedings; or

f) if the contractor has interrupted the execution of the work for more than 20 days cumulatively; or

g) if the contractor repeatedly (twice or more times) breaches his obligations under the contract for work or these GBTC and fails to remedy such breach within a reasonable additional period of time not exceeding 14 days after the date of receipt of a written request from the Customer, while it need not be a breach of the same obligation; or

h) if the Customer suffers damage greater than 10% of the agreed price of the work, excluding VAT, due to a breach of any of the contractor's obligations; or

i) if the Customer is entitled to contractual penalties against the contractor, the aggregate amount of which amounts to 10 % of the price of the work, excluding VAT, since the conclusion of the contract for work.

4. The contractor is only entitled to withdraw from the contract for work if

a) the Customer is delayed in the performance of his monetary obligation for more than 60 days, or

b) the Customer fails to provide the contractor with the cooperation necessary for proper execution of the work within a reasonable additional period of time not shorter than 21 days, despite a written notice from the contractor; or

- c) if the Customer is declared insolvent or enters into liquidation.
5. The withdrawal shall be made in writing, be reasoned and delivered to the other party, otherwise it shall be deemed null and void. The assessment of the effects of delivery of a notice of withdrawal shall be subject to the fiction of delivery within the meaning of the final provisions of these GBTC.
6. In the event of termination of the contract for work and unless otherwise agreed in writing, the parties shall perform mutual settlement in accordance with this clause. In the event of termination of the contract for work, the contractor shall be entitled to payment of the price for all works performed purposefully and properly until the time when the effects of the termination of the contract for work become effective. The contractor shall not be entitled to compensation for any defective or incomplete works and supplies, nor to compensation for the costs of providing any materials and items that have not been incorporated into the work by the date of termination of the contract for work. For the purpose of mutual settlement, as of the date of termination of the contract for work, the parties shall draw up a written protocol in which they shall record the actual state of the work and the extent of the works carried out, which shall be the basis for mutual financial settlement. If the protocol is not drawn up even within 30 days of the date of termination of the contract for work, each party shall be entitled to seek the protection of its rights in relation to the settlement in accordance with this clause in a court of law.

Article XIV

Special arrangements in relation to the investor

1. The contractor acknowledges that the contract for work he concludes with the Customer is of a subcontracting nature, i.e. that the Customer is carrying out a complex construction or other similar work, which also includes the contractor's supplies, as a general contractor for a third party - the investor.
2. The contractor acknowledges that the Customer is bound by strict conditions in relation to the investor. The Customer may therefore ask the contractor to comply with specific conditions and obligations imposed on the Customer, as the general contractor, as a result of the contractual relationship he has entered into with the investor.

For such purposes, the contractor undertakes to

- a) comply with such special conditions and requirements as arise from the Customer's contractual relationship with the investor, if the Customer has notified the contractor of them or otherwise brought them to his attention in an appropriate manner no later than on the date of the conclusion of the contract for work; and/or
- b) enter into amendments to the contract for work with the Customer at the Customer's request in the event that this is required by a change in the rights and obligations between the Customer and the investor.
3. The interpretation and application of the contract for work and these GBTC shall be based on the content of the legal relationship between the Customer and the investor, while by applying the provisions of the contract for work and these GBTC the Customer shall not be in a worse or less favourable position in relation to the contractor than he is in relation to the investor; the application of the provisions of the contract for work and these GBTC shall not be to the detriment of the Customer, even if the provisions of the contract for work or these GBTC imply otherwise.
4. If the legal relationship between the Customer and the investor imposes an obligation on the Customer for the fulfilment of which any cooperation or performance or action by the contractor is necessary or appropriate, the contractor shall provide, accept or perform such cooperation or performance or action without undue delay, even if no such obligation arises from the contract for work or these GBTC, and the remuneration for such cooperation and performance or action shall be a part of the price for the work.
5. If the investor is entitled to narrow the scope of the subject of the work and if the scope of the subject of the work is narrowed, the Customer is entitled to narrow the scope of performance agreed upon with the contractor and to reduce the price of the work accordingly in such case, without such action being considered a breach of the contract for work and without giving rise to a claim for damages.
6. Any default by the investor towards the Customer excludes default by the Customer towards the contractor if the performance of the investor towards the Customer is a precondition for the performance of the Customer towards the contractor.
7. If the investor insists on its participation in the covering of the works, in the acceptance or handover of a part of the works, on inspection days, etc., the contractor is obliged to carry out the performance of the contract for work in such a way that this right of the investor is preserved. At the same time, the contractor undertakes to participate in all actions, inspection days, meetings and other similar procedures if the investor insists on such or if this results from the relationship between the Customer and the investor.
8. The contractor is obliged to tolerate inspection by the investor and persons authorised by the investor.
9. Irrespective of other provisions of these GBTC, if after acceptance of the work by the Customer the investor reasonably criticises any defects in the works and supplies carried out by the contractor pursuant to this contract, the work shall not be deemed to have been accepted by the Customer, even if an

acceptance protocol has already been signed pursuant to the contract for work or these GBTC. In such case the acceptance procedure shall be repeated; the original acceptance procedure shall be disregarded. This provision shall also apply accordingly to the removal of defects and warranty defects.

10. If for reasons on the part of the contractor the contract for work between the Customer and the investor is terminated, the contractor undertakes to compensate the Customer for any damage incurred by the Customer as a result, in particular the price of the work agreed upon between the Customer and the investor, to the extent that the investor has not paid such to the Customer, including lost profits.

11. The Customer is entitled to withdraw from the contract for work if the legal relationship between the Customer and the investor, which was a prerequisite for the conclusion of the contract for work between the Customer and the contractor, is terminated.

12. It is agreed that if, for any reasons on the contractor's side, the Customer becomes obliged to pay the investor any penalty or to provide any performance, or if such reasons on the contractor's side result in the investor becoming entitled to any reduction or non-payment of payments to the Customer, the contractor undertakes to indemnify the Customer in full and to compensate the Customer for any damages or losses suffered by the Customer in connection therewith.

13. If the legal relationship between the investor and the Customer results in the authorisation of the investor or persons authorised by the investor to issue operational instructions to the contractor (e.g. to interrupt or stop the works, etc.), the contractor undertakes to respect them. The contractor shall immediately inform the Customer of such instructions. Unless specified by the Customer otherwise, the instructions of the investor shall be regarded as if they were the Customer's instructions. However, the investor's instructions may never change the contract for work between the Customer and the contractor. Should any of the investor's instructions go beyond the scope of the contract for work concluded between the Customer and the contractor, the contractor is obliged to notify the Customer thereof immediately and to ask the Customer for guidance on how to proceed.

Article XV Confidentiality

1. The contractor is obliged to not reveal any and all facts, information or data which are specified in the contract for work and these GBTC, which will be specified in the amendments to the contract for work and its annexes and/or of which the contractor has become aware in connection with the contract for work, its performance and pre-contractual negotiations related thereto (hereinafter referred to as "Confidential Information"), unless the contract for work, these GBTC or the applicable legislation states otherwise. The confidentiality obligation shall continue for 5 years after the termination of the contract for work.

2. The contractor undertakes not to use the Confidential Information for himself and/or third parties, not to disclose it to third parties and not to allow third parties access to the Confidential Information without the prior written consent of the Customer. Members of the contractor's bodies, auditors or legal advisers who are bound by the confidentiality obligation under generally applicable law in respect of the disclosed Confidential Information shall not be considered third parties.

3. The obligation to not reveal the Confidential Information shall not apply to:

- a) any information which is already publicly known at the date of conclusion of the contract for work or which can already be obtained from the means of information normally available at the date of conclusion of the contract for work;
- b) information which becomes public knowledge after the conclusion of the contract for work or which can be obtained after such date from generally available means of information;
- c) cases where by virtue of applicable law or an obligation imposed by a procedure under applicable general law a party is required to disclose Confidential Information; in such case, the party concerned shall immediately inform the other party of the occurrence of its obligation to disclose Confidential Information, specifying the extent of that obligation;
- d) cases of disclosure of Confidential Information to the parties' professional advisors, related persons of the parties, and/or financing banks, provided that such person assumes the confidentiality obligation in accordance with this Article of these GBTC;
- e) in cases where this is necessary for proper performance of the contract for work.

4. The contractor is obliged to take all necessary measures to ensure the fulfilment of the confidentiality obligation and to prove their existence and fulfilment at the Customer's request.

5. In the event of any breach of the confidentiality obligation, the contractor is obliged to pay the Customer a contractual penalty of € 10,000.00 for each individual case of a breach.

Article XVI Final provisions

6. If any provision of these GBTC or any contract concluded with reference to them should for any reason become or prove to be invalid, ineffective or unenforceable, except for those provisions which cannot be separated from the remaining part due to their nature or subject matter, the remaining provisions of these GBTC which are not invalid, ineffective or unenforceable shall remain in full force and effect. The provisions of Slovak legislation which correspond as closely as possible to the intention of the parties expressed at the conclusion of the contract shall apply to the relationship of the parties governed by these GBTC instead of any invalid, ineffective or unenforceable provision.
7. If either party has a duty or authority to serve a document to the other party, or if such duty or authority is imposed on a party by law, such document shall be served by a registered letter or by personal delivery by the parties to the addresses of the parties specified in the contract for work. If a party refuses to accept a document thus served, or if such document is returned to the sender, it shall be deemed to have been served on the third day after being dispatched, even if the addressee has not been notified of the service. In the case of personal service, the date of dispatch shall be deemed to be the date on which the act of personal service is proven to have taken place. Delivery may also be made electronically to the e-mail addresses of the parties notified in writing for such purpose or normally used for mutual communication. An electronically delivered consignment shall be deemed to have been delivered at the moment of its sending, unless the delivery did not take place due to reasons on the sender's side. Acts aimed at modification or termination of the contract for work and acts where this is expressly excluded by these GBTC cannot be delivered electronically. Each party shall inform the other party without delay of any change in the delivery details. Any breach of the obligation under the preceding sentence shall be to the detriment of the party in breach of the obligation.
8. The contractor may assign any rights and obligations under the contract for work, including the assignment of any claim arising under or in connection with the contract for work, to third parties or establish a lien in relation to his rights, including the establishment of a lien for his claim arising under the contract for work, in favour of third parties or make any other restriction in the disposal of his rights under the contract for work only with the Customer's prior written consent.
9. Nothing in these GBTC shall be construed as limiting or prohibiting a unilateral set-off of the Customer's claims against the contractor for the contractor's claims against the Customer; the Customer shall always be entitled to unilaterally set off his claims against the contractor with the contractor's claims against the Customer, if permitted by law.
10. These GBTC shall come into force and effect at the moment of their issue.
11. These GBTC shall be valid until revoked or until new GBTC are issued.
12. The Customer reserves the right to change these GBTC; any legal relations that have arisen before the change of the GBTC comes into force shall remain unaffected by this.
13. The change to the GBTC shall be implemented by publishing the new GBTC on the Customer's website.

In Žilina on 23 July 2020

A handwritten signature in blue ink, consisting of several fluid, overlapping strokes.

XENEX, s.r.o.
Martin
Zákopčan,
Executive Officer