

Purchase Contracts Reg. No. 233/25/EUS
(hereinafter referred to as “Contract “)

Concluded between the following contracting parties:

eustream, a.s.

and

.....

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Contracting Parties

1. Buyer

eustream, a.s.

Registered Office:

Votrubova 11/A, 821 09 Bratislava, Slovak Republic

Incorporated in:

Commercial register of the City Court Bratislava III, Section: Sa, Entry no.: 3480/B

Represented by:

Company ID:

35 910 712

Tax ID:

SK2021931175

VAT ID:

2021931175

Bank Details I:

VÚB, a.s., Bratislava

Account No.:

110153/0200

SWIFT (BIC):

SUBASKBX

IBAN:

SK72 0200 0000 0000 0110 1153

Bank Details II:

Tatra banka, a.s., Bratislava

Account No.:

2935700511/1100

SWIFT (BIC):

TATRSKBX

IBAN:

SK78 1100 0000 0029 3570 0511

Contact person for contractual matters:

Contact person for technical matters:

Ing. Viliam Križan, Head of Procurement, Logistics and Services;
Ing. Lívius Lisý, Head of Pipeline Systems;

(hereinafter referred to as "**Buyer**")

2. Seller

Registered Office:

Incorporated in:

Represented by:

Company ID:

Tax ID:

VAT ID:

Registered Office:

Bank Details:

Account No.:

SWIFT (BIC):

IBAN:

Contact person for contractual
matters:

Contact person for technical
matters:

(hereinafter referred to as “**Seller**”)

(the Buyer and the Seller further jointly referred as “**Contracting Parties**”)

I. Subject-Matter of Contract

1. The Seller herewith commits to supply the Buyer the following ball valves:

Item no.	DN	Position	Actuator	Project no.	Quantity	Delivery place
Part 1						
1	500	KB00	Without actuator	NT1/26042	1ks	KS01 Veľké Kapušany
Part 2						
2	700	6.5	Electric	NUZ/25060	1ks	RU02 Vysoká pri Morave
3	700	6.24	Electro-Hydraulic	NUZ/25059	1ks	RU01 Plavecký Peter
4	700	6.1	Electro-Hydraulic	NUZ/25058	1ks	TU51 Kuchyňa
5	700	6.2	Electro-Hydraulic	NUZ/26010	1ks	TU28 Plášťovce
6	700	6.6	Electro-Hydraulic	NUZ/26062	1ks	TU38 Dolné Zelenice
Part 3						
7	1000	KC02	Without actuator	NT1/26043	1ks	KS01 Veľké Kapušany
8	1000	KA02	Without actuator	NT1/26044	1ks	KS01 Veľké Kapušany

[Note: the dimensions and quantity of ball valves specified in the table herein above shall be specified finally by the Buyer and Seller according to tendering procedure result prior to signature of the Contract]

for use within high pressure gas pipelines under conditions agreed herein (hereinafter referred to as the "**Goods**").

2. The detailed specification of the Goods is laid down in Annex 1 – Proposal for criteria fulfilment – Specification, Annex 2 – Technical-Delivery Conditions: Ball Valves for High Pressure Gas Pipelines DN 300 – DN 1400, and Annex 3 – Technical-Delivery Conditions: Actuators for Ball Valves for High Pressure Gas Pipelines DN 300 – DN 1400 (Annex 2 and Annex 3 hereinafter jointly referred to as "**TDC**"), which constitute an inseparable part of this Contract and are binding for the Seller (hereinafter Annex 1, Annex 2 and Annex 3 jointly referred to also as the "**Specifications**").
3. The Seller is obliged to deliver the Goods to the Buyer in the quality, dimensions and quantity along with accessories as specified in the Specifications.
4. The following obligations of the Seller are a part of the Subject-Matter of this Contract as well:
 - a) To ensure, at its own cost, transportation of the Goods to the place of Goods delivery according to Article II hereof;
 - b) To supply the Buyer accompanying documentations to the Goods according to Article II, paragraph 5 hereof, at least to the extent pursuant to the TDC and applicable legal regulation (hereinafter referred to as the "**Documentation**");
 - c) To put the Goods into operation in accordance with applicable legal regulations;
 - d) Training courses for Buyer's operational personnel for operation and control of actuators;

5. The Seller's commitment can be deemed fulfilled, if the Seller meets all its contractual obligations in accordance with this Contract, in particular (but not limited to) supplies the Goods to the Buyer in agreed quantity, quality, place and time and delivers timely to the Buyer also the complete and whole Documentation.
6. The Buyer commits to take over the Goods delivered in accordance with this Contract from the Seller and pay for so delivered Goods the agreed purchase price.

II. Terms of Contract Fulfilment

1. Place and time of delivery

- 1.1. The Seller is obliged to deliver the Goods to the Buyer in the time and to the place specified in the Specification.

2. Delivery condition

- 2.1. The Seller is obliged to deliver the Goods in accordance with the condition DDP pursuant to INCOTERMS 2020 issued by the International Chamber of Commerce in Paris, to the place of delivery specified in the Specification.

3. Transfer of risk of damage and title

- 3.1. The risk of damage to the Goods shall transfer from the Seller to the Buyer in accordance with the delivery condition according to paragraph 2.1 of this Article hereof.
- 3.2. The title to the Goods shall transfer from the Seller to the Buyer upon takeover of the Goods by the Buyer. For avoidance of doubt, the day of Goods takeover by the Buyer deems to be the day of Goods delivery for the purposes of value added tax as specified in Article II, paragraph 9.1 hereof.

4. Rights and obligations of the Seller

- 4.1. The Seller is obliged to supply the Goods to the Buyer in accordance with the Specifications (stated in Annexes 1, 2 and 3 hereof), requirements of all applicable legal regulations and standards, free of any defects, suitable to the purpose for which the Goods are intended, and in the agreed deadline and quality.
- 4.2. The Seller is obliged to train Buyer's operational personnel for operation, control and maintenance of ball valve actuators, if requested so by the Buyer. The Buyer shall specify such request in a written call sent by an e-mail to the Seller's designated e-mail address no later than 12 months from the date of Goods taking over by the Buyer. In the event of such Buyer's request the Seller is obliged to ensure a training to the extent and for the number of Buyer's employees (along with issuing relevant certificates confirming the completion of such training) specified in respective request. All documentation used within the training has to be in Slovak language and the language of the training shall be Slovak.
- 4.3. The Seller commits to perform the Contract:
 - on its own behalf and to its own risk;
 - with due professional care by means of properly qualified and skilled personnel;

- using technological means, raw material and production procedures corresponding to contractual requirements hereof for the quality of Goods and in accordance with good market practice;

4.4. In performing the Contract, the Seller also commits:

- a) To take reasonable measures for assuring the quality in accordance with applicable international rules of quality management.
- b) To inform itself and carefully study this Contract including the annexes hereof, as well as all other additional or supplemental documents and specifications provided for by the Buyer to the Seller in connection with this Contract (if provided for).
- c) Within 10 business days from delivery of respective documents or information to the Seller, to notify the Buyer in writing of incompleteness, ambiguities or discrepancies among the specifications pursuant to this Contract and/or any other documents or information provided by the Buyer to the Seller under this Contract, or of any mistake, omission or discrepancy in these documents or among them or among these documents and requirements of legal regulations or standards applicable to the Goods, which can affect fulfilment of this Contract by the Seller, and propose a manner of elimination of such deficiencies.
- d) To request in writing for any further information needed for proper fulfilment of this Contract from the Buyer only if the Seller is not able to ensure such information itself without Buyer's cooperation. The Buyer shall provide such information to the Seller without undue delay.

4.5. The Seller is further obliged:

- a) No later than 10 business days prior to the date of Goods delivery, unless the Contracting Parties agree otherwise in writing, to notify (confirm) the Buyer in writing of the exact date of Goods delivery. Such notification shall include also information needed for proper unloading the Goods by the Buyer and its transporting to the place of warehousing thereof, to the following extent at least (but not exclusively): Seller's business name and address of its registered office, number of this Contract, kind, quantity and dimensions of the Goods (length, diameter, wall thickness, insulation type) and total weight of the Goods (kg).
- b) To notify the Buyer of the Goods production commencement date and dates of tests that the Seller is obliged to perform pursuant to the TDC, 14 days in advance as minimum.
- c) To inform the Buyer without delay on all facts that the Seller learns in course of Contract fulfilment and which can endanger timely fulfilment of this Contract or otherwise adversely affect fulfilment of this Contract by the Seller.

4.6. The Seller is also obliged to ensure the execution of all material tests and all mechanical and non-destructive tests for all parts of ball valves as prescribed in the TDC. The Seller shall submit copies of protocols of such tests, including the results thereof and comparisons to required values according to the Specifications, as a part of the Documentation.

4.7. All costs connected with the tests according to paragraph 4.6 of this Article hereof, including the demonstration of fulfilment of the contractual obligations, are borne by the Seller.

5. Documentation

- 5.1. In order to demonstrate that the Goods possess qualities specified in the Specifications, the Seller is obliged to deliver to the Buyer, in the way specified in paragraph 5 of this Article hereof, one counterpart of the valid, complete and entire Documentation (in particular, but not limited to, a protocol of execution of pressure and tightness tests and an inspection certificate pursuant to EN 10204 3.2) in writing (i.e. printed out in paper) according to Article I, paragraph 4, letter b) hereof.

In order to avoid a doubt, for purposes of this Contract, the Documentation delivered by the Seller to the Buyer deems valid, if every one document being a part thereof is valid and is submitted either in its original, or as an officially certified copy thereof, or as a copy thereof verified by signature of Seller's authorized person and sealed by Seller's stamp, respectively.

- 5.2. The Seller is obliged to deliver the Documentation to the Buyer as a part of Goods supply no later than by the date of Goods delivery to the Buyer. The Seller shall deliver the Documentation either to the place of delivery together with the Goods or in advance by the post (or by a courier service or in person respectively) to the following address of the Buyer:

eustream, a.s.

Registry

To hands: Mr. Martin Mikula, Procurement Expert, or Mr. Ján Repa, Strategic Purchaser

Votrubova 11/A

821 09 Bratislava

Slovak Republic

- 5.3. The Documentation will be considered timely delivered also, if a copy of the valid, complete and entire Documentation according to paragraph 5.1 of this Article hereof is delivered to the Buyer by an electronic mail (hereinafter referred to as an "e-mail") to the Buyer's e-mail address: martin.mikula@eustream.sk or jan.repa@eustream.sk within the deadline of Goods delivery provided that no later than within 5 business days from that deadline the complete, entire and valid Documentation shall be delivered to the Buyer also in paper form (i.e. printed out to paper).
- 5.4. Appropriate manual(s) for operation and maintenance of the Goods pursuant to applicable legal regulations, elaborated in Slovak and/or Czech language has to be a Part of the Documentation as well. Other documents included in the Documentation have to be delivered in Slovak and/or Czech and/or English language.
- 5.5. Delivery of no or incomplete Documentation deems a material breach of the Contract by the Seller.

6. Rights and obligations of the Buyer

- 6.1. The Buyer is, in case of Seller's notification of deficiencies in the documents needed for fulfilment of this Contract and provided for by the Buyer to the Seller, obliged, within 10 business days upon receiving such notification, either to approve in writing Seller's proposals for supplementation or modification of such documents, or decide itself how to resolve or eliminate the aforementioned deficiencies, and to notify the Seller of its decision in writing even within the same period.

- 6.2. If the Seller submits to the Buyer drawings under which the Goods are to be manufactured, the Buyer is obliged to provide its statement to such drawings without undue delay, however no later than within 5 business days upon delivery thereof by the Seller unless the Contracting Parties agree on other period in writing.
- 6.3. In performing the inspection according to paragraph 7. of this Article hereof in Seller's manufacturing plant, the Buyer, or natural persons or legal entities authorized by the Buyer respectively, are obliged to accept safety instructions of the Seller and to act so that they do not threaten safety of themselves or any other persons or property.

7. Inspection in manufacturing plant

- 7.1. The Contracting Parties have agreed that the Buyer has right to perform inspections in Seller's manufacturing plant for the purpose of verification of the Seller's measures to assure the quality of the Goods at any time from the signature of this Contract by completion of Goods manufacturing. The Buyer has also the right to attend individual tests prescribed in the Specifications (Annexes 1, 2 and 3 hereof).
- 7.2. The Seller is obliged to enable the Buyer, or natural persons or legal entities authorized by the Buyer respectively, the execution of the inspection during the Goods manufacturing and/or their participation in tests of the Goods in the manufacturing plant to the reasonable extent and at reasonable time.
- 7.3. The Seller is obliged to provide the Buyer with reasonable assistance in course of the inspection in the Seller's manufacturing plant, in particular (but not limited to) the following:
- a) Enabling access to relevant production and/or testing facilities; the Seller can limit or deny such access, if the safety requires so, however, also in such case the Seller is obliged, if circumstances allow it, to ensure for the Buyer in reasonable manner the possibility to observe the course of the manufacturing or testing;
 - b) Demonstrable instructing the persons performing the inspection on behalf of the Buyer on safety principles and provision of all information important for maintaining the safety of persons and property in Seller's facility even prior to inspection commencement;
 - c) Provision of access to suitable and appropriate office(s) upon request of the Buyer for the purpose of performing the inspection and related administration at Buyer's party, if needed for inspection execution;
 - d) Provision of protection means including personal ones (e.g. protection against harmful radiation, protective helmet, gloves, protective glasses, etc.), exempt for protective dresses and shoes;
 - e) Appointing a contact person who will accompany Buyer's representatives within the Seller's manufacturing plant as needed;
 - f) Provision of relevant documentation or information by the Seller or its subcontractors, needed for execution of the inspection (audit) or tests according to Buyer's requests, exempt for information constituting trade secret of the Seller or its business partners;

Noncompliance with any of these Seller's obligations is considered a material breach of this Contract by the Seller.

- 7.4. The Buyer shall notify the Seller of its intention to perform an inspection in the Seller's manufacturing plant, or to attend tests of the Goods, no later than 5 business days prior to scheduled commencement thereof.
- 7.5. Costs connected with Buyer's participation, or representatives authorized by the Buyer respectively, in the inspection or tests of the Goods are borne by the Buyer.
- 7.6. The Seller shall elaborate a written record – Inspection Protocol, of each inspection performed by the Buyer in the Seller's manufacturing plant. Such Inspection Protocol shall include all substantial facts related to respective inspection, least of all the business names and registered offices of both Contracting Parties, name and address of each manufacturing plant in which the inspection was performed, number of this Contract, date of inspection execution, names of inspection attendees of the Buyer and the Seller, and any essential matters of facts found during the inspection including identified deficiencies. The Inspection Protocol is to be confirmed by signatures of both Contracting Parties' representatives including the Seller's representative responsible for the quality. The Inspection Protocol shall be elaborated in two original counterparts, one of which shall possess each Contracting Party.
- 7.7. Should any deficiencies be identified during the inspection, the Buyer shall provide the Seller with a written list of such deficiencies along with a description thereof. The Seller commits to eliminate the identified and notified deficiencies without delay, however no later than in accordance with a time schedule agreed by Contracting Parties' representatives immediately at the site or (if it is not possible to agree the time schedule immediately at the site) within a deadline agreed at the site.
- 7.8. Refusal to remove the deficiencies identified and notified by the Buyer to the Seller according to paragraph 7.7 of this Article hereof, by the Seller without a relevant reason entitling the Seller to do so, or repeated identification of serious deficiencies by the Buyer at the Seller, which have, or may have, a direct or indirect negative impact on quality of the Goods or suitability thereof for the declared purpose of use, the Buyer may consider as material breach of the Contract by the Seller.
- 7.9. Performing any inspection by the Buyer, or its attendance at any tests, during Goods manufacturing does not relieve the Seller from any obligations or liability under this Contract.
- 7.10. The provisions of paragraphs 7.1 up to 7.9 of this Article hereof apply in full also to Seller's subcontractors.

8. Designation, packaging and transportation of the Goods

- 8.1. The Seller is obliged to properly, clearly and permanently designate the Goods in accordance with requirements specified in the TDC.
- 8.2. The Seller shall ensure that the Goods are packed and transported in a manner consistent with the terms and requirements specified in this Contract, Specification and TDC. In each case, the Seller must ensure that the Goods are packed and transported so that they are delivered to the place of their delivery without any damage and in good condition. The packaging must be appropriate to the nature of the Goods, used means and manner of their transportation and possibilities of their unloading and storage.

9. Takeover of the Goods by the Buyer

- 9.1. The Buyer will take over the Goods from the Seller at the agreed place of delivery specified in the Contract. The takeover of the Goods has to be confirmed in writing in form of a protocol of delivering and taking over the Goods, signed by authorized representatives of both Contracting Parties (hereinafter referred to also as the **"Takeover Protocol"**). The Takeover Protocol has to include at least (but not limited to) the following essentials: business names and registered offices of both Contracting Parties, Buyer's number of the Contract, name and identification of the delivered Goods (kind, dimensions, specification, total weight of ball valves and their serial numbers), list of all defects found at taking over the Goods by the Buyer, unambiguous declaration of the Buyer on taking over the Goods, date and place of delivery and taking over the Goods in accordance with the Contract, names, positions and signatures of responsible persons and stamps of both Contracting Parties. The Seller shall elaborate the Takeover Protocol in two original counterparts, one of which shall possess each Contracting Party. For the purposes of value added tax, the date of delivery shall be the date of Goods delivery and takeover specified in the Takeover Protocol.
- 9.2. A proper delivery note can also be considered a Takeover Protocol if includes the essentials agreed in paragraph 9.1 of this Article hereof.
- 9.3. The Buyer will take over the Goods in the place of their delivery only, if the Seller demonstrates unequivocally, in appropriate Documentation, the compliance with all tests according to the Specifications, i.e. that the Goods possess the required properties specified in the Specifications and meets requirements of the Buyer according to this Contract.
- 9.4. The Buyer has right to reject and not to take over the Goods:
- that has been delivered to a place other than the agreed place of delivery according to this Contract, and/or
 - that is not specified in delivered Takeover Protocol, and/or
 - at which the Seller has not demonstrated unequivocally that the Goods meet all tests according to the Specifications, i.e. the Goods which does not show the required properties specified in the Specifications or it does not meet the requirements of the Buyer according to this Contract, and/or
 - at which any damage was found during the takeover, which may result in change of properties thereof preventing use of the Goods or substantially limiting their use for the purpose according to this Contract, and/or
 - to which the Documentation according to paragraph 5 of this Article hereof has not been delivered.
- 9.5. In the event of rejecting the Goods by the Buyer according to paragraph 9.4 of this Article hereof, the Seller has not right for payment of the price, any sanctions and either claims for compensation of any damage thereof.
- 9.6. The Seller declares that, at the time of delivery, it is the owner of the Goods, is entitled to dispose the Goods and that the Goods are not encumbered by any rights of third parties.

10. Solidary rights and obligations

[Note: This Article hereof will be used only in the case, if this Contract is concluded with a group of suppliers at the party of the Seller. Otherwise, this Article shall be deleted from the draft Contract]

- 10.1. The economic entities acting on the Seller's party (hereinafter referred to as the "**Association Member**") are entitled and bound jointly and severally of all Seller's rights and obligations arising from this Contract and/or related hereto (joint and several rights and joint and several obligations).
- 10.2. The Buyer is entitled to request for the fulfilment of Seller's obligations from any Association Member.
- 10.3. The Contracting Parties have agreed that the rights of the Seller against the Buyer, exempt for the right of invoicing according to this Contract, shall exercise on behalf of the Seller (i.e. all Association Members) only single-one Association Member and this solely the company **[to be specified by tenderer]**.
- 10.4. The Contracting Parties have further agreed that solely the following Association Member..... **[to be specified by tenderer]** shall be entitled to issue appropriate invoice and request for payment thereof on behalf of the Seller.
- 10.5. At the same time, the Association Members confirm that, for the purpose of due fulfilment this Contract, they have concluded a written association agreement between them (hereinafter referred to as the "**Association Agreement**").
- 10.6. The Seller is obliged, upon a written request of the Buyer, to submit an officially certified copy of the Association Agreement to the Buyer without delay, however no later than within 5 business days from receipt of appropriate written Buyer's request, if had not done so earlier.

III. Price and Payment Terms

1. Price

- 1.1. The purchase price for the Goods is determined upon an agreement of the Contracting Parties and specified in Annex 1 hereof.
- 1.2. In the price according to paragraph 1.1 of this Article hereof, also costs for Goods packaging, costs for transportation thereof to the place of delivery and any other costs of the Seller connected with delivery of the Goods according to this Contract, are included.
- 1.3. The value added tax (hereinafter referred to as the "**VAT**") shall be applied to the price according to paragraph 1.1 of this Article hereof pursuant to applicable legal regulations.

2. Payment terms

- 2.1. The payment of the purchase price according to paragraph 1 of this Article hereof shall be done by a bank transfer, as the whole, without any advances, based on an invoice issued by the Seller to the Buyer after taking over the Goods by the Buyer pursuant to Article II, paragraph 9 hereof, and after meeting all obligations of the Seller related to the delivery of the Goods under this Contract, including the obligation to deliver the Documentation according to Article II, paragraph 5 hereof. A copy of the Takeover Protocol according to Article II, paragraph 9 hereof and a copy of appropriate transporting document, in which the takeover of the Goods by the Buyer in the place of delivery within the territory of the Slovak Republic (hereinafter referred to as "**SR**") will be confirmed, shall be attached to such invoice.
- 2.2. The Buyer and the Seller have agreed that an invoice shall be issued and received electronically, by sending the invoice in PDF file format via an electronic

mail (e-mail) to the Buyer's e-mail address dedicated to receiving electronic invoices (hereinafter referred to as "**Electronic Invoice**"), unless the Contracting Parties agree otherwise in writing. The terms specified in paragraph 3 of this Article hereof shall apply to the receipt and issuance of the Electronic Invoices according to the preceding sentence.

2.3. An invoice issued by the Seller to the Buyer must include all mandatory data according to applicable legal regulations and, at the same time, also the following:

- information that it is an invoice;
- invoice serial number;
- first and last name or business name of the Seller, address of its registered office, its place of business or its commercial establishment, place of residence or the address of a place where the Seller usually stays;
- business name of the Buyer, address of its registered office, its place of business, its commercial establishment;
- company registration number, tax identification number and identification number for tax (VAT ID) of both Contracting Parties;
- place of registration of the Seller and the number of the document pursuant to which the registration was performed;
- number of this Contract and/or purchase order of the Buyer;
- invoice issue date;
- date when Goods were delivered, or date when the payment was received (if the payment had been received before the Goods delivery), if this date can be determined and if it differs from the invoice issue date;
- in case there is a three-party trade, it is necessary to refer it to in the invoice;
- quantity and kind of delivered Goods;
- invoice due date;
- variable symbol;
- constant symbol (if applicable);
- bank details of the Seller in the form of IBAN and BIC (or in other form if IBAN is not used in the payment recipient's bank location);
- payment method: wire transfer;
- VAT rate or information on VAT exemption; in case of a VAT exemption, a reference to the provision of the respective act or Council Directive 2006/112/EC of 28 November 2006 on the common system of value added tax as amended, or word information "**Delivery is exempted of tax**";
- total amount of VAT in Euro, which shall be paid;
- VAT tax base for each tax rate, unit price excluding VAT and discounts and rebates, if not already included in the unit price;
- deduction of paid advance payments (if provided);
- amount to be paid;
- name, e-mail address and telephone number of the person in charge at the party of the invoice issuer;
- word information „*Invoice copy by the Buyer*“, if the Buyer, who is the recipient of the Goods, issues the invoice pursuant to applicable legal regulations;
- word information "*Transfer of tax obligation*", if the entity obliged to pay the VAT is the Buyer;

- word information “*Adjustment of surcharge taxation – used goods*”, if the Buyer applies a special arrangement pursuant to applicable legal regulations;
- 2.1. In case the Seller is a registered VAT payer in territory of the SR and performs construction works including supply of building or a part thereof, classified to the section F of the statistical classification of products by activities (hereinafter referred to as “**CPA**”), and/or the Seller supplies goods together with their installation or assembly, if such installation or assembly belongs to the section F of the CPA, the Seller implements a domestic regime of reverse charge. In such event, the Seller is obliged to state in the invoice the information “*Construction works Section F according to the CPA*”. The Seller is obliged to issue a separate invoice for works, for which the Seller pays VAT in accordance with applicable law, and a separate invoice for works in respect of which the person obliged to pay VAT is the Buyer. The Seller is responsible for a correct categorization of the provided works to appropriate section F according to CPA.
- 2.2. If the Seller is registered as a VAT payer in the SR, and if the subject-matter of the delivery is:
- the goods pursuant to Chapter 72 of the Common Customs Tariff or pursuant to the items 7301, 7308 and 7314 of the Common Customs Tariff,
 - delivery of mobile telephones, and/or
 - delivery of integrated circuits, such as microprocessors or central processing units, in the state before inbuilt into products for the end consumer,
- the Seller is obliged to specify in an invoice, with respect to the individual goods delivered, a code number of the combined nomenclature pursuant to the rules of classification of the goods into items in the Common Customs Tariff applicable at the time of delivery of such goods.
- 2.4. Each invoice under this Contract is to be issued in the contractual currency Euro (EUR) within the period specified by the law.
- 2.5. Bank details of the Seller in IBAN + SWIFT (BIC) format, specified in the invoice, shall be identical with the bank details specified in this Contract. Otherwise, the Buyer is entitled to pay the invoiced amount using the bank details specified in the invoice whereas in such case the Buyer shall not be liable for any eventual damage that may the Seller incur as a result of incorrectly addressed payment.
- 2.6. In case the Seller is a registered VAT payer in territory of the SR, the Seller is also obliged to state in the Contract and invoice the bank account published on the web site of the Financial Directorate of the SR as the Seller’s registered bank account used for business being subject to the value added tax.
- 2.7. The invoice maturity period is 30 days from the date of its delivery to the other Contracting Party. The date of debiting the owing from amount debtor’s account in favor of the creditor’s account deems the date of fulfilling the financial obligation. If the due date of an invoice falls on the day off work (i.e. the day which is not a business day), the first next business day shall be accepted by the other Contracting Party as the day of fulfilment of the financial obligation upon equal price and payment terms. If the Buyer is debtor, the day off work is understood a day off work in the SR. If the Seller is debtor, the day off work is understood according to the country of Seller’s residence.
- 2.8. Obligations of the Contracting Parties shall be paid in the Euro currency.
- 2.9. If an invoice does not include the essentials agreed in this Contract, the Buyer is entitled to return such invoice back to the Seller without settlement thereof. In such event, the invoice maturity ceases to run upon sending the invoice back to

the Seller, and the Seller is not entitled to claim from the Buyer for any sanctions for late obligation fulfilment but it is obliged to issue a new invoice in accordance with this Contract specifying therein a new maturity date starting from the date of submitting the corrected invoice.

- 2.10. Bank fees on territory of the SR shall be borne by the Buyer whereas the bank fees abroad shall be borne by the Seller. In case of breaching the contractual payment terms, all bank fees shall be borne by the Contracting Party causing such breach.
- 2.11. The Contracting Parties have agreed that neither rights nor receivables resulting from this Contract may be assigned or transferred without a prior written agreement with the other Contracting Party. Otherwise, such receivables assignment or transfer of rights shall be null and void.
- 2.12. The Contracting Parties have agreed that, if the Buyer has a monetary claim against the Seller for any legal reason, the Buyer is entitled to set off unilaterally such claim against a Seller's claim against the Buyer in the amount in which they cover each other. The Buyer is entitled to set off claims even in cases where the Buyer's claim is not due, is time-barred or is reported in a different currency. The Buyer shall notify the Seller of such unilateral set-off of the claims in writing.

3. Conditions for Issuing and receiving Electronic Invoices

- 3.1. The Contracting Parties have agreed that, from the effective date of this Contract, the Seller is required to issue Electronic Invoices to the Buyer under the conditions specified in paragraph 3 of this Article hereof and, at the same time, the Buyer grants the Seller its express consent in accordance with the VAT Act and Council Directive 2006/112/EC on the common system of value added tax (hereinafter the "**Council Directive 2006/112/EC**") to issue any invoices under the Contract as Electronic Invoices to the Buyer under the conditions set out in this paragraph 3 of this Article hereof.
- 3.2. The Electronic Invoices issued and received in accordance with the conditions set out in this paragraph 3 of this Article hereof shall be considered to be invoices for the purposes of the VAT Act and the Council Directive 2006/112/EC.
- 3.3. The Contracting Parties have agreed on the following procedures intended to ensure the authenticity of the origin, the integrity of the content and the legibility of the Electronic Invoices issued under this Contract:
 - the Electronic Invoices and attachments thereto shall be solely in the PDF file format (PDF/A) which will not be password protected, locked for printing or compressed by any file compression program;
 - one (1) e-mail message (e-mail) may contain a maximum of one (1) Electronic Invoice which shall include, in addition to the invoice itself, also all attachments thereto in accordance with the Contract; the maximum size of one e-mail message is 5 MB unless otherwise agreed by the Buyer and the Seller in writing;
 - the date of issue of the Electronic Invoice shall be stated in the text of the Electronic Invoice and shall be a part of its content;
 - neither Contracting Party shall interfere with the issued and received Electronic Invoice nor change its content;
- 3.4. Both Contracting Parties are required to ensure proper and legible archiving, authenticity of the origin, inviolability of the content and legibility of the Electronic Invoices throughout the entire retention period thereof. The Buyer shall not be

responsible for any eventual changes in the content of an Electronic Invoice or attachments thereto upon their delivery; the issuer thereof is responsible for adequate securing the PDF file containing the Electronic Invoice against changes in its content at the time of delivery of the invoice.

- 3.5. The Contracting Parties have agreed that the Seller shall send Electronic Invoices to the following Buyer's e-mail address dedicated for receiving Electronic Invoices: invoice@eustream.sk, which the Buyer has an exclusive access to. At the same time, the Seller undertakes not to use the abovementioned Buyer's e-mail address for the purposes other than sending the Electronic Invoices.
- 3.6. The delivered Electronic Invoices shall include all invoice essentials pursuant to applicable legal regulations.
- 3.7. If an Electronic Invoice is not issued in accordance with the Contract (in particular, but not exclusively, in accordance with the conditions specified in paragraphs 2 and 3 of this Article hereof), such Electronic Invoice shall be deemed undelivered and the Buyer has the right to reject such invoice and return it back to the email address, which it was sent from, without settlement thereof.
- 3.8. The Electronic Invoice shall be considered as delivered on the day of its delivery (receipt) to the Buyer's e-mail address specified in paragraph 3.5 of this Article hereof.
- 3.9. The Seller undertakes to send Electronic Invoices to the Buyer from the following e-mail address: **[to be specified by tenderer]**. The Seller declares that it has an exclusive access to the aforementioned e-mail address.
- 3.10. The Seller undertakes to notify the Buyer in writing of any changes affecting the sending of Electronic Invoices, in particular it is required to notify of any change of the e-mail address, which the Electronic Invoices are going to be sent from, upon sending a written notification of its new e-mail address to the Buyer's e-mail address: efaktury@eustream.sk. The change of the e-mail address shall take effect on the day specified in the Seller's notification or, if such day is not specified therein, on the day of delivery of the Seller's notification (upon receipt of the e-mail message) to the Buyer.

IV. Tax Essentials

1. In settlement of their tax obligations the Contracting Parties shall proceed in accordance with the applicable and effective legal regulations of the country of which they are residents, and in accordance with the applicable international legal regulations. The option to assume tax liability on behalf of the other Contracting Party is excluded.
2. Should not the Seller be a resident of the SR, the Seller is obliged to submit to the Buyer an officially authenticated certificate from the tax (financial) authority of its tax domicile (residence) within 10 days from the date of conclusion of the Contract at the latest, unless the Seller did so at the conclusion of the Contract. If a payment pursuant to the Contract is to be made prior to the lapsing of a period of 10 days from the date of conclusion of the Contract, the certificate shall be submitted as to the date of conclusion of the Contract, however, no later than on the date the first payment is made, otherwise the Buyer is entitled to withhold the payment till delivery of such certificate.
3. Should not the Seller be a resident of the SR, the Seller shall submit an affidavit in which it shall declare the following:

- whether the Seller has or it does not have a permanent commercial establishment in the SR territory pursuant to the legal regulations applicable in the SR, or pursuant to the respective treaty on avoiding double taxation (hereinafter referred to as the “**International Treaty**”) respectively;
- whether the activities being the subject-matter of the Contract are carried out through such permanent commercial establishment or, in case a software or license delivery is the subject-matter of the Contract, the Seller shall specify in the affidavit the real owner of such software/licenses;
- whether by virtue of the Contract the Seller can acquire a permanent commercial establishment in the SR, or a tax obligation for employees or persons working for the Seller in the SR can arise pursuant to the legal regulations applicable in the SR and the pursuant to the International Treaty.

The Seller is obliged to submit the abovementioned affidavit to the Buyer at the conclusion of the Contract at the latest. Should the Seller acquire a permanent commercial establishment in the SR after the conclusion of the Contract, the Seller is obliged to notify the Buyer of this fact in writing without delay.

4. Should the Seller, not being a resident of the SR, perform the subject-matter of the Contract through its branch located in the SR, the Seller is obliged to submit to the Buyer an officially authenticated copy of the extract from the Commercial Register (not older than three months) in respect to such branch within 10 days from the conclusion of the Contract at the latest (unless done so at the conclusion of the Contract).
5. Should the Seller, being a resident of a member state of the European Union (hereinafter referred to as “**EU**”) or European Economic Area (hereinafter referred to as “**EEA**”), have a branch or a permanent commercial establishment in the SR, the Seller shall submit to the Buyer, within 10 days from the conclusion of the Contract at the latest (unless done so at the conclusion of the Contract), a declaration certifying that the Seller is subject to taxation in such member state of the EU or EEA of the income originating from a source on the territory, as well as outside the territory, of such member state of the EU or EEA, whereas the Seller shall not be considered a tax payer with unlimited tax liability in the SR. The Seller shall also submit to the Buyer a certificate or an officially authenticated decision issued by a competent tax administrator in the SR on paying prepayments for tax of legal entity incomes.
6. Should the Seller, being a resident of neither member state of the EU nor member state of the EEA, have a branch or a permanent commercial establishment in the SR, the Seller shall submit to the Buyer, within 10 days from the date of conclusion of the Contract at the latest (unless done so at the conclusion of the Contract), officially authenticated copies of a certificate of registration for income tax payer within the territory of the SR and of a (valid) competent tax administrator’s decision that the Seller has been paying tax prepayments pursuant to the income tax act applicable and effective in the SR. If the Seller submits timely the documents referred to herein above, the Buyer shall not withhold appropriate amount in order to secure the tax liability, or shall proceed in accordance with the decision of the competent tax administrator respectively.
7. Should the Seller, being a resident of neither member state of the EU nor member state of the EEA, have a branch or a permanent commercial establishment in the SR and fail to submit the decision of the respective tax administrator concerning the payment of income tax prepayments according to paragraph 6 of this Article hereof, the Buyer shall be entitled to withhold from the payments, as to the

- payment date, appropriate amount for securing the tax in accordance with the income tax act applicable and effective in the SR, or in accordance with the International Treaty (which takes precedence over the aforementioned act) respectively.
8. In case the Seller is a resident of neither member state of the EU nor member state of the EEA, the Buyer is entitled to deduct from payments appropriate amount for securing the tax in accordance with income tax act valid and effective in the SR, or in accordance with an International Treaty (which takes precedence over the above act) respectively.
 9. Should the Seller acquire a permanent commercial establishment in the SR after the conclusion of the Contract and fail to inform the Buyer about this fact, the Seller declares and commits to compensate the Buyer for the tax security, penalties and interest payments, which the Buyer may incur in consequence of a breach of the Seller's notification obligation pursuant to the applicable legal regulations of the SR and/or in consequence of not withholding the tax prepayment for securing the tax where such failure to withhold resulted from a breach of obligation to inform or other obligation of the Seller towards the Buyer. The Buyer may ask for the abovementioned compensation no earlier than on the day of delivery of a payment order or a decision issued by competent tax administrator, addressed to the Buyer.
 10. Should the Seller be a registered VAT payer in the SR, the Seller shall also submit to the Buyer a copy of the VAT payer registration certificate. Should the Seller be a registered VAT payer in other EU member state and perform the Contract as a VAT payer registered in such other EU member state, the Seller shall also submit to the Buyer a copy of the VAT payer registration certificate issued in the EU member state that has assigned the VAT ID to the Seller, under which the Seller performs the Contract.
 11. In case the Seller will perform the Contract through its permanent commercial establishment located in the SR, or a permanent commercial establishment defined for purposes of VAT pursuant to applicable legal regulations, and such permanent commercial establishment is a VAT payer in the SR, the Seller shall submit to the Buyer also a copy of the VAT payer registration certificate and, upon a request of the Buyer, also affidavits needed for proper application of a levy and/or right for VAT deduction.
 12. Should the tax administrator return, for any reason, to the Seller the deducted and remitted tax prepayment for securing or withholding the tax through the tax payer, i.e. through the Buyer, this sum shall be transferred to the Seller's account in the amount and currency determined in the decision of the respective tax administrator, however, in the amount up to the tax deducted in the foreign currency as maximum.
 13. The Contracting Parties undertake to accept any legislative changes in the legislation of the SR, including the changes in the tax legislation, which will affect the Contract, and to uphold their application during the period of their effectiveness. The Seller commits to consult with the Buyer any change in relation to its tax liabilities against the SR without delay and submit to the Buyer, upon a request, all underlying documents necessary for due settlement of its tax liabilities.
 14. Regardless of anything else agreed upon herein:
 - (i) Should the Seller make false statements to the Buyer or otherwise mislead the Buyer, the Seller commits to compensate the Buyer in full for the tax

withholding, tax security, VAT, penalties and interest payments, which the Buyer shall incur in consequence of the abovementioned actions of the Seller. The Buyer shall be entitled to request the abovementioned compensation earliest on the date of delivery of a payment order or decision issued by a competent tax administrator, addressed to the Buyer.

- (ii) The Seller is liable in full for damage suffered by the Buyer in consequence of Seller's improper use of the reverse charge to the Buyer instead of applying the tax on output and vice versa. Such damage shall be deemed, inter alia, also a fine, interest on late payment and/or VAT additionally levied by the competent tax authority.
15. If the Seller is a registered VAT payer on the territory of the SR and decides for special tax arrangements on receipt of a payment for the goods or services (hereinafter referred to as "**Special Tax Arrangement**"), the Seller is obliged to inform the Buyer about such decision in writing by the end of the calendar month in which it has applied the Special Tax Arrangement. Likewise, if the Seller ends the application of the Special Tax Arrangement, the Seller is obliged to notify the Buyer in writing within 5 days from the end of the tax period in which the Seller stops applying the Special Tax Arrangement.
16. In the event the Seller is a registered VAT payer on the territory of the SR, including a foreign entity having a permanent commercial establishment in the SR registered for the VAT and the invoice for the subject-matter of the Contract is issued under the VAT ID assigned to such permanent commercial establishment in the SR, the Seller herewith declares that:
- (i) as of the date of conclusion of this Contract, no reasons exist based on which the Buyer should or could be a guarantor of Seller's tax obligation originating from the VAT, which the Seller has charged to the Buyer or will charge to the Buyer upon the purchase price pursuant to this Contract, pursuant to Article 69 (14) in connection with Article 69b of the Act No. 222/2004 Coll. On The Value Added Tax as amended (hereinafter referred to as the "**VAT Act**");
 - (ii) in the event the VAT Act provides so, the Seller shall make due tax return on VAT and, in the event an obligation to pay the VAT arises, pay this tax within agreed deadline to the local competent tax administrator;
 - (iii) in the event the VAT Act imposes on the Seller an obligation to pay the VAT, the Seller does not have any intention not to pay the VAT related to the performance under this Contract or any intention to reduce this VAT, or eventually to elicit a tax exemption, and it does not have any intention to get itself into a position in which the Seller would not be able to pay such VAT.
 - (iv) requests to pay the purchase price for delivery of the Goods to the bank account used for business, which is concurrently published in the list of bank accounts notified pursuant to Article 6 (1) till (3) of the VAT Act.
17. In the event the Seller does not confirm in writing to the Buyer at the moment of arising the tax obligation that no obligation originates to the Buyer to guarantee for the VAT pursuant to Article 69 (14) of the VAT Act, the Buyer is entitled to delay the settlement of the sum amounting to the VAT from each respective invoice issued by the Seller, whereby the Seller explicitly agrees with this fact.
18. In the event that at the time of the Seller's tax liability the Buyer knows, or on the basis of sufficient reasons specified in the VAT Act (Sect. 69 (14)) should have known or could have known, that all the tax on goods or services, or a part thereof, will not be paid by the Seller, the Buyer is entitled not to pay the VAT amount

stated in the Seller's invoice, or a part thereof, to the Seller within the due date of the invoice.

In such case, the Seller is not entitled to any payment of a relevant part of the invoice corresponding to the VAT amount, interests on late payment or any sanctions related to such unpaid relevant part of the invoice.

The Buyer, however, may pay the VAT amount, or a part thereof, stated in the Seller's invoice by a special method of tax payment according to the VAT Act (Sect. 69c), i.e. to the tax administrator's bank account kept for the Seller according to special regulations.

V. Warranty and Liability for Defects of the Goods, Compensation for Damage

1. Warranty and liability for defects

- 1.1. The Seller provides the Buyer with warranty for the delivered Goods quality for period of 36 months from the date of Goods takeover by the Buyer.
- 1.2. The Seller warrants that the Goods are delivered properly, timely and completely and shall retain the properties agreed in this Contract, Specifications (Attachments 1, 2 and 3 hereof) and in relevant applicable legal regulations and standards, and that the Goods shall not show any defects during the warranty period.
- 1.3. The Seller is responsible also that the delivered Goods does not show any legal defects and no claims will be made by a third party due to infringement or threat of copyright, trademark rights or other similar rights.
- 1.4. The Seller is responsible for defects of the Goods pursuant to the provisions of Article 422 of the Act No. 513/1991 Coll. The Commercial Code as amended (hereinafter referred to as "**Commercial Code**"), and subsequent Articles thereof. The Seller is responsible for legal defects of the Goods pursuant to the provisions of Article 433 of the Commercial Code and subsequent Articles thereof.
- 1.5. In the case the Goods have any defects during the warranty period, the Buyer has right to claim from the Seller the right to eliminate such defects. The Buyer is entitled to exercise this claim with the Seller in writing without undue delay after discovering a defect in the Goods, however no longer than 30 days after the expiry of the warranty period according to paragraph 1.1 of this Article hereof. For the purposes of exercising the Buyer's claim to eliminate defects in the Goods (hereinafter referred to as "**Notification of Defect in the Goods**"), the Seller shall notify the Buyer of appropriate e-mail address(es) till delivering the Goods as the latest. The Notification of Defect in the Goods deems delivered to the Seller at the moment of its sending by an e-mail from the Buyer to the Seller's e-mail address as per the preceding sentence (or to other Seller's e-mail address, if the Seller does not notify the Buyer of appropriate e-mail address by that time).
- 1.6. In the event of exercising the Buyer's claim according to paragraph 1.5 of this Article hereof, the Seller obliged to eliminate the claimed defects in the Goods free of charge in one of the following methods:
 - (i) upon a repair of the Goods, or
 - (ii) upon supplying substitutional goods to replace the defective Goods (i.e. substitutional performance by the Seller),

whereas the right of choice between these defect claims belong to the Seller. The Buyer is obliged, at its own costs, to provide the Seller with reasonable cooperation in eliminating the claimed defect.

- 1.7. If no effective remedy according to paragraph 1.6, section (i) or section (ii) of this Article hereof is possible, the Contracting Parties can agree on provision of reasonable discount of the purchase price for the Goods by the Seller.
- 1.8. The Seller is obliged, without delay however no later than 10 business days upon delivering the Notification of Defect in the Goods according to paragraph 1.5 of this Article hereof to the Seller (unless the Contracting Parties agree on a longer period in justified cases), to deliver to the Buyer a written notification of the method of eliminating the defect in Goods by any of the methods according to paragraph 1.6 of this Article hereof, or written notification that the defect in the Goods cannot be effectively removed respectively.
- 1.9. The Seller is obliged to commence the elimination of a defect in the Goods without undue delay, however no longer than 10 business days upon delivering the Notification of Defect in the Goods according to paragraph 1.5 of this Article hereof to the Seller (unless the Contracting Parties agree on a longer period in justified cases).
- 1.10. The Seller is obliged to complete the elimination of a defect in the Goods without undue delay, however no longer than 3 months upon delivering the Notification of Defect in the Goods according to paragraph 1.5 of this Article hereof to the Seller. This period can be reasonably extended if the nature of the defect or the method of its elimination objectively requires so, or if defect elimination is not feasible within the period according to the preceding sentence due to reasons which the Buyer is solely responsible for.
- 1.11. Also, the Buyer may eliminate the defect by repair of the Goods at costs of the Seller whereas the Buyer is, at the same time, entitled to have the defect in the Goods eliminated by a third party at costs of the Seller, if:
 - a) the elimination of the defect cannot be delayed, or
 - b) the Seller has not delivered to the Buyer the notification according to paragraph 1.8 of this Article hereof in time, or
 - c) the Seller does not commence the elimination of the defect provably within the period according to paragraph 1.9 of this Article hereof, or
 - d) the Seller does not eliminate the defect in the Goods within the period according to paragraph 1.10 of this Article hereof,

whereas:

- (i) in such events, for the purposes of eliminating the claimed defect, the Seller is obliged:
 - (a) no later than within the first (1st) business day following the delivery of the Buyer's request to provide the Buyer with contact to its suitable authorized representatives and/or deliver its statement in writing to the eventual Buyer's request for approval of a third party that the Buyer intends to entrust with elimination of the defect, and/or
 - (b) without delay, however no later than within 5 business days, to deliver its statement in writing to the Buyer's request for approval of suggested method of defect elimination;

- (ii) in the event of the claimed defect elimination according to paragraph 1.11 of this Article hereof, the rights and/or claims of the Buyer resulting from the warranty pursuant to this Article hereof remain unaffected exempt for those parts of the Goods that were subject to the repair according to paragraph 1.11 of this Article hereof performed by the Buyer (or by Buyer entrusted third party not being any Seller's authorized representative respectively) without prior consent of the Seller;
 - (iii) the Buyer's rights and/or claims according to section (ii) of paragraph 1.11 of this Article hereof remain unaffected also in the case, when the Buyer eliminates the defect without Seller's preceding consent, if the Seller has not met any of its obligations according to section (i) of paragraph 1.11 of this Article hereof.
- 1.12. The Seller is obliged to eliminate, within the deadlines according to this Article hereof, also the defects in the Goods claimed by the Buyer pursuant to paragraph 1.5 of this Article hereof, the liability for which the Seller refuses, whereas in such event, provided the Seller demonstrates that it is not liable for the claimed defect, the Seller is entitled to reimbursement of reasonable price for defect elimination, which the Contracting Parties shall determine upon mutual agreement on the basis of Seller's proposal. In such case, the burden of proof is at Seller's party.
- 1.13. A material breach of the Contract by the Seller shall also be considered, if the Seller:
- notifies the Buyer that the claimed defect, which the Seller is liable for, cannot be effectively eliminated by any of the methods according to paragraph 1.6 of this Article hereof and the Contracting Parties do not achieve any agreement on reasonable discount from the purchase price according to paragraph 1.7 of this Article hereof, or
 - does not complete the elimination of claimed defect in the Goods even in an additional period of 1 month after vane expiry of the period according to paragraph 1.10 of this Article hereof, or
 - refuses to eliminate the claimed defect in the Goods without any relevant reason.
- 1.14. The case when the same defect in the Goods occurs repeatedly even despite its elimination by one of the methods according to paragraph 1.6 of this Article hereof, deems a material breach of this Contract by the Seller.
- 1.15. The Seller's warranty according to paragraph 1 of this Article hereof does not relate to the defects that have arisen in consequence of:
- a) normal wear and tear of the Goods, and/or
 - b) installation, utilization and/or maintenance of the Goods, or other handling of the Goods respectively, by the Buyer in contrary to appropriate manuals for operation and maintenance of the Goods or other instructions of the Seller in writing (if provided to the Buyer timely), and/or
 - c) repair or modification of the Goods by the Buyer (or by a Buyer entrusted third party who is not any Seller's authorized representative) without prior consent of the Seller, however excluding the cases according to paragraph 1.11 of this Article hereof.
- 1.16. Claims for defects in the Goods affect neither Buyer's claims for damages nor claims for contractual penalties under this Contract.

2. Liability for damage

- 2.1. Each Contracting Party is liable for damage suffered by other Contracting Party in consequence of breaching its obligations resulting from this Contract.
- 2.2. The Contracting Parties have agreed, with regard to all circumstances related to the conclusion of this Contract, that the maximal amount of damage which the Contracting Parties may claim for under this Contract, shall not exceed the amount of the purchase price agreed in the Contract.
- 2.3. At the same time, the Contracting Parties have agreed that they will mutually compensate only for the actual damage whereas the compensation for lost profit and consequential damages is excluded.
- 2.4. For avoidance of doubt, for the purposes of this Contract, the consequential damages are understood the following damages: loss and/or deferral of production, loss of product, loss of equipment use, loss of revenue, profit or anticipated profit, loss of opportunity, equipment standby time and/or downtime, and increased overhead.

VI. Contractual Sanctions

1. In the event of Seller's delay in delivery of the Goods agreed herein, the Buyer is entitled to invoice to the Seller a liquidated damage of 0.2% of the purchase price for the Goods per each commenced day of delay, however up to the amount of 20% of the purchase price agreed in this Contract as maximum.
2. In case of debtor's delay in fulfilling the financial obligation, the creditor is entitled to invoice to the debtor an interest on late payment of 0.02% of the owing amount per each day of delay, however up to the amount of 20% of the owing amount as maximum.
3. The application of a contractual fine under this Contract does not affect the right of the entitled party for compensation of damage suffered due to the failure of the obliged party in meeting the contractual obligations secured by such contractual fine, in the amount exceeding the paid contractual fine.

VII. Circumstances Precluding Liability

1. Circumstances precluding liability include an impediment that occurs independently of the will of the obliged party and prevents it from performing its obligation, if it cannot be reasonably expected that the obliged party could have avoided or overcome such impediment, or consequences thereof, and furthermore, it could have foreseen such impediment at the time the commitment was established.
2. The liability is not precluded in case of impediments occurring at such time that the obliged party is currently in delay in performance of its obligations, or arising on the basis of economic conditions of the obliged party.
3. A Contracting Party is not liable for failure to perform its obligations resulting from this Contract, if it demonstrates that:
 - the failure to perform was the result of extraordinary, unforeseeable and irreversible events, and

- the impediments and the consequences thereof could not be foreseen at the time of conclusion of the Contract, and
 - the impediments or the consequences thereof could not be prevented, avoided or overcome.
4. The Contracting Party violating its obligation, or that should know given all the circumstances that it will violate its obligations under their contractual arrangement, shall notify the other Contracting Party of the nature of impediment that prevents or will prevent it from performing its obligation, and provide information as to consequences thereof. Such notification shall be filed delivered to the Buyer, or Seller respectively, in writing (by an e-mail or in paper) within 2 business days after the obliged party becomes aware or, by exercising due care, could have become aware of such impediment. Non-fulfilment of the notification obligation commits the obliged party to indemnify for damage that otherwise could have been avoided through timely notification.
 5. The effects of circumstances precluding liability are restricted only to the period in which the impediment associated with such effects endures.
 6. Circumstances precluding liability relieve the obliged party of its obligation to provide indemnity, to pay a contractual fine or other contractually agreed sanctions.
 7. The performance time is extended by the duration of circumstances precluding liability. If the circumstances precluding liability last continuously longer than 10 weeks, either Contracting Party is entitled to withdraw from the Contract.
 8. As a result of the current military conflict in Ukraine, and/or any other military conflict (hereinafter referred to as “**Military Conflict**”), temporary delays in deliveries or sub-deliveries may occur on the party of the Seller. However, the delivery of the Goods is subjected to timely delivery of sub-deliveries by Seller’s subcontractors. Therefore, the Contracting Parties have agreed that in such event (if happens), they will agree ad hoc on a reasonable adjustment of the deadline of delivery of the Goods with the aim of minimizing negative impacts resulting thereof and reflecting the objective facts caused by the Military Conflict.
 9. In the events according to paragraph 8 of this Article hereof, the entitled party is not entitled to claim any contractual sanctions for delay against the obliged party, and provisions of paragraphs 2, 4, 5, 6 and 7 of this Article hereof shall apply to such events accordingly.

VIII. Withdrawal from the Contract

1. Withdrawal from the Contract

- 1.1. Either Contracting Party is entitled to withdraw from this Contract in cases specified in this Contract or in the Commercial Code, however, in particular in the event, if the other Contracting Party materially breaches its contractual obligations resulting from this Contract.
- 1.2. If not specified otherwise elsewhere in the Contract, a breach of the Contract deems material if the Contracting Party breaching the Contract knew at the time of concluding the Contract, or at that time it was reasonable to foresee (taking into account the purpose of the Contract resulting from the content thereof or from the circumstances under which the Contract was concluded), that the other Contracting Party will not be interested in fulfilling obligations in such breach of

the Contract. In doubts, it is assumed that the breach of the Contract is not material.

- 1.3. The Contracting Parties have agreed that the also a breach of any obligation resulting from the Contract, which shall not be cured either in reasonable additional period provided by the other Contracting Party, shall be deemed the material breach of contractual obligations.
- 1.4. The Buyer may withdraw from this Contract even also due to the reasons specified in the Act No. 343/2015 Coll. On Public Procurement as amended (hereinafter referred to as the “**PP Act**”) or if any other legal regulation that the Buyer is obliged to comply with, imposes so on the Buyer.
- 1.5. The withdrawal from the Contract must be exercised in writing and must be delivered to the other Contracting Party. Legal effects of withdrawal from the Contract occur on the day of delivering the written notification of withdrawal from the Contract to the other Contracting Party.
- 1.6. If a Contracting Party withdraws from a part of the Contract, the withdrawing Contracting Party must expressly specify that it withdraws from a part of the Contract only whereas it is obliged to specify the part of the Contract related to the withdrawal.
- 1.7. The Contracting Parties have agreed that in the event of withdrawal from the Contract, the Contracting Parties shall return back mutually respective provided performances and payments. If it is not possible to return the provided performance back to the Seller, the Buyer shall pay the Seller for the relevant performance only the amount by which the Buyer has enriched upon such performance, taking into account the scope and degree of completion of such performance.
- 1.8. In the event of Buyer’s withdrawal from the Contract, the Buyer is entitled to withdraw also from the performance that has already been accepted, or at which the reasons for withdrawal from the Contract have not occurred yet, if such performance (given its nature) is of no economic importance for the Buyer without the remainder of the performance, at which the reasons for withdrawal have occurred.
- 1.9. The withdrawal from the Contract has no prejudice against claims for damages arising from breach of this Contract, entitlement to contractual fines, and either other contractual provisions concerning the selected body of law, the resolution of disputes between the Contracting Parties and other provisions surviving the termination of the Contract given the expressed will of the Contracting Parties or by their very nature.

IX. Body of Law and Dispute Resolution

1. This Contract, as well as the rights and obligations arising hereunder, including any interpretation of its validity and consequences in the event of its invalidity, are subject to and shall be interpreted under the legal order of the Slovak Republic. At the same time, the Contracting Parties hereby exclude the application of any and all conflicting standards contained in legal regulations and in bilateral and/or multilateral international treaties and/or agreements, which are included in the legal order of the Slovak Republic.
2. Legal relationships not further regulated in this Contract are governed by the relevant provisions of the Commercial Code.

3. The Contracting Parties have agreed that all disputes arising from, or in connection with, this Contract shall be resolved upon mutual agreement of the Contracting Parties. In the event that no agreement is reached, the disputes shall be resolved with final validity by a court in the Slovak Republic, materially and locally competent pursuant to procedural regulations applicable in the Slovak Republic.

X. Final Provisions

1. Validity and effectiveness of the Contract

- 1.1. The Contract becomes valid and effective on the day of its signature by both Contracting Parties.
- 1.2. The wording of this Contract may be changed or supplemented only upon written amendments that will be valid only if duly signed by both Contracting Parties.

2. Ineffective provisions

- 2.1. If any of the provisions hereof becomes invalid, unlawful or unenforceable in any way, such fact shall not affect or otherwise infringe the validity, lawfulness or enforceability of the remaining provisions hereof in any way.
- 2.2. If any of the provisions hereof becomes invalid (e.g. as a result of a change in generally binding legal regulations), the Contracting Parties commit to replace such invalid portions of this Contract by new provisions that comply with applicable generally binding legal regulations and that as closely as possible approximate the purpose of the Contract assumed by the Contracting Parties.

3. Written Form

The Contracting Parties have agreed that, unless specified otherwise elsewhere in this Contract or annexes hereof, or unless the Contracting Parties agree otherwise in writing in course of this Contract fulfilment, a standard written form of communication is required between the Contracting Parties in performing this Contract whereas the Contracting Parties generally accept as a written form also the communication by means commonly used electronic mail software (e-mails) including electronic documents in standard and commonly used and available formats (e.g. formats of MS Office documents: DOC, XLS, PPT, graphic document formats PDF, DWG, etc.), exempt for invoices and attachments thereto, which must be delivered in the form and manner specified in Article III, paragraph 3 hereof.

4. Language of the Contract

[Note: The following two paragraphs 4.1 and 4.2 are applicable to a tenderer with registered office on the Slovak Republic territory whereas the tenderer, whom they do not relate to, shall delete them from the draft Contract:]

- 4.1. The communication language of the Contract is Slovak language and, in the case, if needed for performing the Contract, the Seller is obliged, at its own cost and upon Buyer's request, to ensure also the translation and interpretation for the Buyer from and to Slovak language and the local language at reasonable quality and professional level.
- 4.2. This Contract is executed in 2 original counterparts in Slovak whereas each Contracting Party shall possess 1 counterpart thereof.

[Note: The following two paragraphs 4.3 and 4.4 are applicable only to a tenderer with registered office outside of the Slovak Republic territory whereas the tenderer, whom they do not relate to, shall delete them from the draft Contract:]

- 4.3. The communication language of the Contract is English language and, in the case, if needed for performing the Contract, the Seller is obliged, at its own cost and upon Buyer's request, to ensure translation and interpretation for the Buyer from and to English language and the local language at reasonable quality and professional level.
- 4.4. This Contract is executed in 2 original counterparts in English whereas each Contracting Party shall possess 1 counterpart thereof.

5. Special provisions

- 5.1. The Contracting Parties have agreed in accordance with the provision of Article 364 of the Commercial Code that the Seller cannot set off any receivables against the Buyer without prior written consent of the Buyer or appropriate relevant agreement of the Contracting Parties in writing.
- 5.2. Regardless of any other provisions of the Contract, the Seller acknowledges that:
- a) this Contract has been concluded as a result of a public procurement procedure pursuant to the PP Act;
 - b) any amendment hereto, and any other separate agreement (or purchase order) as well, involving any change in the performance hereof and/or additional performances in the meaning of this Contract, may be concluded by the Contracting Parties provided only that all applicable conditions of the PP Act are met;
 - c) pursuant to the PP Act, the Buyer is obliged to publish this Contract as well as other information related to performance hereof (e.g. a report of Contract conclusion, reference of Contract fulfilment, report of Contract fulfilment after completion hereof, etc.), in the manner and to the extent according to the PP Act;
- 5.3. The Seller commits to provide the Buyer, upon its written request, a cooperation needed for fulfilment of Buyer's obligations pursuant to the PP Act, in particular (but not limited to) to provide the Buyer with complete and true information and/or documents required pursuant to the PP Act.

[Note: The following paragraphs 5.4, 5.5 and 5.6 are applicable only if the purchase price according to the Contract is higher than EUR 100,000 without VAT, otherwise it is necessary to delete these paragraphs from the draft Contract:]

- 5.4. The Seller acknowledges that, over the duration of this Contract, it has the obligation:
- (i) to be registered in the Register of Public Sector Partners (hereinafter referred to as the "**RPSP**") pursuant to the Act No. 315/2016 Coll. On Register of Public Sector Partners and on Amending and Supplementing Some Acts in wording of later regulations (hereinafter referred to as the "**RPSP Act**"), and
 - (ii) to fulfil all its obligations under the RPSP Act in a proper and timely manner.
- 5.5. The Seller commits to ensure also that all its subcontractors (in any order) comply with the obligation to register in the RPSP (if such obligation arises for them pursuant to the RPSP Act) even prior to conclusion of the relevant subcontracting

agreement, as well as the proper and timely performance of all their obligations under the RPSP Act.

- 5.6. A violation of any Seller's obligation paragraph 5.4 or 5.5 of this Article hereof is considered a material breach of this Contract by the Seller.
- 5.7. The Seller is obliged to notify the Buyer in writing of any change in details of the Seller, and/or of its subcontractor, in particular (but not limited to) a change of the details being subject of the registration in the RPSP, as well as the data that the Seller is obliged to report to the Buyer under Article IV hereof, without delay, however no later than within the period prescribed by the Contract or under applicable legal regulation for reporting such facts to the competent public authority or, if no such period is prescribed, then within 15 business days from the date on which the given change took effect. A violation of the Seller's obligation according to this paragraph regarding the information which is subject of a registration in RPSP, is considered a material breach of this Contract.

6. Export Control Compliance

- 6.1. Disregarding anything else stated in this Contract, the contracting Parties (i.e. the Seller as well as the Buyer) undertake to strictly comply with any applicable legal regulations and/or restrictions related to the export of the Goods and economic sanctions (regardless of whether relating individuals, legal entities or states) not only within the country of their residence and/or performance of their economic activities but also relevant applicable legal regulations of EU and USA and eventually also any other legal regulations that the respective Contracting Party is obliged to comply with.
- 6.2. If during the validity of this Contract any legal regulations, restrictions and/or sanctions, which the respective Contracting Party is obliged to comply with and which will prevent such Contracting Party from fulfilling its contractual obligation, become applicable, the Contracting Parties undertake to jointly seek in good faith for mutually acceptable solution that will minimize such negative impacts. If such mutually acceptable solution is not found within the period of three (3) months upon the day when the obliged Contracting Party notified in writing the other Contracting Party of the impediment according to the preceding sentence, either Contracting Party is entitled to withdraw from the Contract. For avoidance of doubt, a withdrawal from the Contract according to paragraph 6.2 of this Article hereof shall not be considered a breach of the Contract whereas, in such event, the provisions of Article VII, paragraphs 2, 4, 5, 6 and 7 hereof shall apply accordingly.

7. Confidentiality

- 7.1. The Contracting Parties have agreed that, for the purposes of this Contract, the "confidential information" shall mean and include information, data or knowledge disclosed to the receiving party, or provided to it in connection with the performance of the Contract, regardless of whether in tangible or intangible form, expressed orally, in writing or in any other form, even if such information is not explicitly designated as confidential, in particular (however not exclusively) the commercial and/or financial information or data, technical information, drawings, studies and know-how (hereinafter referred to as the "**Confidential Information**"). The Confidential Information should be designated as confidential in an unambiguous, clear and easy visible manner.
- 7.2. The Confidential Information disclosed upon the Contract is, and also after disclosing thereof shall remain, an exclusive property of the providing party.

Nothing contained in the Contract nor any disclosure of the Confidential Information by the providing party shall be construed as granting a permission or assigning any right to use the Confidential Information disclosed to the receiving party in a manner other than as provided in this Contract.

- 7.3. The receiving party is obliged to keep any Confidential Information received from the providing party confidential, protect it from disclosure to third parties and treat it as strictly confidential. The receiving party agrees that, in the case of disclosing the Confidential Information to a third party, it is responsible for the third party's breach of the confidentiality obligation as if it had breached this obligation itself.
- 7.4. The receiving party is entitled to use the provided Confidential Information only for the purposes of fulfillment of this Contract and may not use it for any other purpose without prior written consent of the providing party.
- 7.5. The receiving party is obliged to maintain the secrecy and confidentiality of all Confidential Information and not to disclose the Confidential Information to any third party exempt for the third parties cooperating with the receiving party in the performance of this Contract. Such third parties, however, have to be committed to the obligation of secrecy in writing to the extent set out in paragraph 7 of this Article hereof as minimum. The receiving party is obliged to inform the providing party without delay, if it learns that the Confidential Information has been disclosed to a third party without authorization. For avoidance of doubt, the receiving party is authorized, under the terms of paragraph 7 of this Article hereof, to disclose the Confidential Information to the third parties cooperating with the receiving party in the performance of this Contract.
- 7.6. Disregarding any other obligations and/or undertakings arising from this Contract, the receiving party undertakes to:
 - a) ensure that the obligation of confidentiality arising from this Contract shall be observed by all its employees and cooperating third parties; the cooperating third party and receiving party's employees, who will have an access to the Confidential Information, have to be committed by the receiving party in writing to observe the confidentiality of the Confidential Information to the same extent and under the same conditions as set forth in paragraph 7 of this Article hereof at least;
 - b) restrict the disclosure of the Confidential Information only to those employees, advisors and/or subcontractors, who need to have such access to it due to the performance of the Contract, and ensure that the relevant persons shall fully comply with the obligations arising from this Contract to such extent as if they were parties to this Contract;
 - c) neither reproduce, keep or spread the Confidential Information nor allow the Confidential Information to be reproduced, kept or spread exempt for the cases when the reproduction, keeping or spreading thereof is required for the purposes of performance under this Contract;
 - d) protect business interests of the providing party and take the same measures for protecting the Confidential Information, implementation of which would be expected from cautious and prudent person in relation to its own business interests and Confidential Information;
 - e) be liable to the providing party for compliance with the conditions set out in paragraph 7 of this Article hereof, and indemnify the providing party in full and relieve it from the liability for damages (including any fees and expenditures for a legal representative) that will arise to it in consequence of a breach of these terms;

- f) take appropriate measures in transmission of the Confidential Information to ensure confidentiality and security thereof (e.g. encryption or other appropriate data transmission protection) in cases specified by the providing party;
- g) take reasonable measures in the area of the cyber security in order to protect the Confidential Information in its electronic information systems, in particular (but not exclusively) from damage, loss, theft, or any misuse thereof;
- h) notify the providing party without delay of any, even a potential security incident, data leak or any other event, in consequence of which the Confidential Information could reach the sphere of unauthorized persons.

7.7. The obligations set forth in paragraph 7 of this Article hereof do not apply to the information that:

- a) are publicly known at the time of disclosure thereof or that become, upon a rightful and authorized disclosure, public available otherwise than by breach of this Contract, or
- b) the receiving party has created or acquired independently and otherwise than by breach of this Contract, or
- c) the receiving party has obtained from a third party at any time without restriction in its disclosure or use, or
- d) the receiving party is obliged to disclose pursuant to a generally binding regulation, or upon a resolution of a court order, law enforcement authority or public authority, issued in accordance with applicable generally binding legal regulations, provided however that the receiving party has notified the providing party of such mandatory disclosure of the Confidential Information immediately after it had learnt about such legal obligation to disclose the information, or
- e) the providing party has granted the receiving party express consent in writing to disclose the Confidential Information.

7.8. The Contracting Parties further acknowledge and agree that:

- a) the obligations set out in paragraph 7 of this Article hereof are reasonable and inevitable in order to protect eligible commercial, business and technical interests of the providing party, and the extinction of these obligations shall not affect any rights that the providing party may have in relation to the Confidential Information pursuant to applicable legal regulations regarding the intellectual property rights;
- b) a breach of the obligations set out in paragraph 7 of this Article hereof by the receiving party may cause a serious damage to the providing party and indemnity may be insufficient in order to be reasonable mean of cure, and thus the Contracting Parties agree that they have right (besides all other rights upon the law or upon this Contract, including monetary indemnification) for obtaining an interim measure or binding junction of the court to prevent the breach of obligations under this Contract;
- c) upon the receipt of the Confidential Information from the providing party, the receiving party does obtain neither proprietary nor other right to such Confidential Information or in relation thereto.

7.9. The provisions of paragraph 7 of this Article hereof do not affect any legal obligations of the Contracting Parties regarding the archiving of the Confidential Information in accordance with applicable legal regulations.

7.10. The obligations of the Contracting Parties set forth in paragraph 7 of this Article hereof shall remain in force for 10 years after the termination of this Contract for any reason.

8. Exercise of Rights

The Contracting Parties have agreed and acknowledge that a failure of either Contracting Party to exercise any right shall not be deemed a waiver of such right, nor shall the partial exercise of any right prevent from further exercise of such right.

List of Annexes:

The following annexes constitute an inseparable part of this Contract:

- | | |
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| Annex 1 | Proposal for Criteria Fulfilment – Specification; |
| Annex 2 | Technical-Delivery Conditions Ball Valves for High Pressure Gas Pipelines DN 300 – DN 1400 of the company eustream, a.s. |
| Annex 3 | Technical-Delivery Conditions Actuators for Ball Valves for High Pressure Gas Pipelines DN 300 – DN 1400 of the company eustream, a.s. |

In Bratislava on

In on

Buyer:

Seller:

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