

**Contract for work  
to replace hydraulic assemblies on type 650-21-2 turbo-compressor  
units**

reg. no. [225/19/EUS](#)

concluded by

the company

eustream, a.s.

and

the company

***(completed by the tenderer)***

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## PARTIES

### 1. Client

**eustream, a.s.**

Registered office:

Votrubova 11/A

Entered in:

821 09 Bratislava

Commercial Register of District Court Bratislava I,  
Section: Sa, Insert No.: 3480/B

Represented by:

Company ID:

35 910 712

VAT ID:

SK2021931175

Tax ID

2021931175

Bank account I:

VÚB, a.s., Bratislava

SWIFT (BIC):

SUBASKBX

IBAN:

SK72 0200 0000 0000 0110 1153

Bank account II:

Tatra banka, a.s., Bratislava

SWIFT (BIC):

TATRSKBX

IBAN:

SK78 1100 0000 0029 3570 0511

Contact person for contractual  
matters:

**Ing. Viliam Križan** , head of procurement and logistics

Contact person for technical  
matters:

**Ing. Milan Milošovič**, project manager

("CLIENT")

and

### 2. Contractor

Registered office:

Entered in:

Represented by:

Company ID:

VAT ID:

Tax ID:

Bank account:

SWIFT (BIC):

IBAN:

Contact person for contractual matters:

Contact person for technical matters:

("CONTRACTOR")

(jointly as "PARTIES" or individually as "PARTY")

## DEFINITIONS

The PARTIES agree on the following definitions for specific expressions for the purposes hereof:

Expression	Definition
AUTHORISED PERSON	A third party authorised to conduct official testing of restricted technical equipment under the OHS ACT and DECREE 508, including the FIRST OFFICIAL TEST and to certify project engineering documentation for restricted technical equipment.
COPYRIGHTED WORK	Any portion hereof that is protected by copyright, industrial property rights or other similar rights;
OHS	Occupational health and safety;
WORK	A set of work, services and deliveries to be performed, provided or delivered by the CONTRACTOR to the CLIENT under the terms hereof and other documents referred to herein and which are necessary to accomplish the purpose of the PROJECT and the purpose hereof;
VAT	Value added tax;
ES TURBO-COMPRESSOR	An existing turbo-compressor unit or unit with an electric drive at KS01 owned by the CLIENT and for which HYDRAULIC ASSEMBLIES are intended for replacement pursuant to the terms hereof.
GUARANTEED PARAMETERS	The technical parameters of the COMPRESSORS for which the CONTRACTOR shall guarantee specific values as defined herein after replacement of the HYDRAULIC ASSEMBLIES. These values are specified in as "GUARANTEED" in the TECHNICAL SPECIFICATIONS and its annexes. All other values specified by the CONTRACTOR are considered expected values.
HC	The internal hydraulic assembly in a COMPRESSOR specified in the TECHNICAL SPECIFICATIONS and the replacement of which at the site of delivery is the subject hereof.
HW	IT hardware delivered by the CONTRACTOR to the CLIENT pursuant hereto (computers, laptop computers, servers, etc.) including all accessories and on which SW is installed, except for the SW itself;
INTERNAL REGULATIONS	The CLIENT'S internal regulations which the CONTRACTOR must follow pursuant to the CONTRACT and which are specified in Annex 8 to the CONTRACT.
KS01	The CLIENT'S existing turbo-compressor station 01, Veľké Kapušany, Slovakia.
COMPRESSOR	Type 650-21-2 gas centrifugal radial turbo-compressor unit for which the delivery of a new hydraulic assembly by the CONTRACTOR is the subject hereof.

PROJECT MANAGER	A person assigned by each PARTY who is responsible for managing and coordinating the activities of the respective PARTY under the terms hereof.
MINOR DEFECTS	Defects in the subject hereof that do not prevent full, safe, reliable and continuous use of the subject hereof or the COMPRESSOR, do not diminish the useful properties or values of the subject hereof or the COMPRESSOR in any meaningful way, and do not diminish the safety of persons or property or pose a threat to the environment in any way;
COMMERCIAL CODE	Act No. 513/1991, the Commercial Code, as amended, or any subsequent legislation that completely or partially supersedes this legislation;
HANDOVER CERTIFICATE	A document signed by the CONTRACTOR'S representative accepting responsibility for the intact condition of all accepted equipment and/or the SITE.
PO	Fire protection;
ACCEPTANCE REPORT	The document confirming the fulfilment of conditions during ACCEPTANCE TESTS and subsequent acceptance of the COMPRESSOR upon signature by the representatives of both PARTIES.
ACCEPTANCE TESTS	Tests specified herein or that the PARTIES agree upon and that are intended to verify that the subject hereof was delivered at the agreed level of quality. These tests include the 72-hour test and the 600-hour test.
PRELIMINARY ACCEPTANCE	A step taken by the CLIENT if suitable conditions for conducting ACCEPTANCE TESTS are not created and other conditions specified herein confirm that the subject hereof was delivered in accordance herewith, with the exception of the incomplete ACCEPTANCE TESTS, and acceptance of the ES TURBO-COMPRESSOR as a whole from the CONTRACTOR under the conditions hereof;
ACCEPTANCE	The step by which the CLIENT confirms that the subject hereof was delivered in accordance herewith and accepts the ES TURBO-COMPRESSOR as a whole from the CONTRACTOR under the conditions hereof;
PROJECT	The CLIENT'S investment project no. ET/15306-RO-HCES, the subject of which is the replacement of HYDRAULIC ASSEMBLIES and which includes all activities, deliveries, services, work and/or other performance associated with the replacement of such HYDRAULIC ASSEMBLIES, including the installation of new HYDRAULIC ASSEMBLIES and COMMISSIONING pursuant to valid legislation.
PROJECT TEAM	Persons designated by the relevant PARTY for the purposes of managing and coordinating activities, deliveries and cooperation executed in connection herewith and acting on behalf of the same PARTY.

REGISTER	The register of public sector partners under the REGISTER ACT or any other register or list that may supersede such register of public sector partners;
PRELIMINARY ACCEPTANCE REPORT	A written document confirming PRELIMINARY ACCEPTANCE under the terms hereof;
SR	Slovakia;
SITE	KS01, or its corresponding part pursuant to the TECHNICAL SPECIFICATIONS.
SUBCONTRACTOR	A third-party conducting work and/or securing deliveries and/or providing services and/or other performance within performance hereof for, or on behalf of, the CONTRACTOR.
SW	Any software product or computer program delivered, implemented or otherwise provided by the CONTRACTOR to the CLIENT under the terms hereof.
TECHNICAL SPECIFICATIONS	A document containing the technical specifications of the HYDRAULIC ASSEMBLIES and specification of the work and activities to be performed hereunder and including specification of the SITE; this document forms Annex 1 hereto.
COMMISSIONING	The procedure for commissioning the COMPRESSORS after replacement of the HYDRAULIC ASSEMBLIES in accordance with valid legislation. This includes a set of completion and functional tests intended to verify the quality and safety of the equipment delivered and installed hereunder and/or their parts, and the successful completion of which is a condition for beginning the ACCEPTANCE TESTS.
DEFECTS PREVENTING ACCEPTANCE	Any defects other than MINOR DEFECTS, especially defects in the subject hereof that prevent full, safe, reliable and continuous use of the subject hereof or the COMPRESSOR, and/or diminish the useful properties or values of the subject hereof or the COMPRESSOR in any meaningful way, and/or diminish the safety of persons or property and/or pose a threat to the environment;
VTZ	Restricted technical equipment under DECREE 508;
DECREE 508	Ministry of Labour, Social Affairs and Family of the Slovak Republic Decree No. 508/2009 laying down the details of occupational health and safety assurance for work with pressurised, hoisting, electrical and gas technical equipment and specifying the technical equipment classified as restricted technical equipment, as amended, or any subsequent legislation that completely or partially supersedes this legislation;
OHS ACT	Act No. 124/2006 on Occupational Health and Safety and on amendment of certain acts, as amended, or any subsequent legislation that completely or partially supersedes this legislation;

VAT ACT	Act No. 222/2004 as amended, or any subsequent legislation that completely or partially supersedes this legislation;
WASTE ACT	Act No. 79/2015 on Wastes, as amended, or any subsequent legislation that completely or partially supersedes this legislation;
FIRE PROTECTION ACT	Act No. 314/2001 on Fire Protection, as amended, or any subsequent legislation that completely or partially supersedes this legislation;
REGISTER ACT	Act No. 315/2016 on the Register of Public Sector Partners and on amendment of certain acts, as amended, or any subsequent legislation that completely or partially supersedes this legislation;
PUBLIC PROCUREMENT ACT	Act No. 343/2015 on Public Procurement and on amendment of certain acts, as amended, or any subsequent legislation that completely or partially supersedes this legislation;
CONTRACT	This contract including all annexes hereto;

## **PREAMBLE**

### **1. Purpose of the PROJECT**

The purpose of the PROJECT is to permit the operation and more efficient use of ES TURBO-COMPRESSORS with type 650-21-2 COMPRESSORS at reduced COMPRESSOR flow rates while preserving the original values of the nominal compression ratio of the COMPRESSORS and the pressure of the transported natural gas at the inlet and outlet of the COMPRESSORS per the TECHNICAL SPECIFICATIONS. This is achieved by replacing the existing HYDRAULIC ASSEMBLIES with new HYDRAULIC ASSEMBLIES.

### **2. Purpose of the CONTRACT**

The PARTIES conclude this CONTRACT to stipulate the rights and obligations of the CONTRACTOR and the CLIENT in the fulfilment of the CONTRACTOR'S obligations HEREIN.

## **Article I. SUBJECT OF THE CONTRACT**

1. Via this CONTRACT, the CONTRACTOR commits to the CLIENT to replace the existing HYDRAULIC ASSEMBLIES with new HYDRAULIC ASSEMBLIES under the conditions and in the scope specified herein. The CLIENT commits to pay the agreed CONTRACT PRICE to the CONTRACTOR for proper completion of the subject hereof.
2. The subject hereof is the replacement of two (2) existing HYDRAULIC ASSEMBLIES with new HYDRAULIC ASSEMBLIES, including delivery of the new HYDRAULIC



ASSEMBLIES to the place of delivery and their installation at the place of delivery and the commissioning of the COMPRESSORS after the installation of the new HYDRAULIC ASSEMBLIES pursuant to valid legislation and the TECHNICAL SPECIFICATIONS.

3. The subject hereof primarily (but not exclusively) includes:
- a) design and engineering of the completely new HYDRAULIC ASSEMBLIES with all accessories per the TECHNICAL SPECIFICATIONS;
  - b) delivery of the new HYDRAULIC ASSEMBLIES to the PLACE OF DELIVERY pursuant to Article II herein;
  - c) installation of the new HYDRAULIC ASSEMBLIES at the PLACE OF DELIVERY, including connection of the COMPRESSORS to electrical and control system circuits in the scope specified in the TECHNICAL SPECIFICATIONS;
  - d) COMMISSIONING;
  - e) ACCEPTANCE TESTS;
  - f) completion of all requires tests, inspections and technical audits pursuant to valid legislation, including the first official test pursuant to DECREE 508;
  - g) completion and handover of relevant project engineering and accompanying documentation in the scope defined by applicable legislation and the TECHNICAL SPECIFICATIONS;
  - h) training of the operator's personnel designated by the CLIENT;
- Activities, deliveries and other work specified in sub-paragraphs a) to h) herein are specified in more detail in the TECHNICAL SPECIFICATIONS.
4. The subject hereof includes any other deliveries, activities, services and/or work not specified in the TECHNICAL SPECIFICATIONS but required for proper execution of the subject hereof at the agreed level of quality and to accomplish the purpose of the PROJECT and the purpose hereof that are evident and that the CONTRACTOR could or should have expected by exercising professional due diligence upon the conclusion hereof.
5. The CONTRACT includes the full scope of work and deliveries specified herein so that no amending or additional contract for the given scope hereof is required to accomplish the purpose of the PROJECT and the purpose hereof.

## **Article II. PLACE OF DELIVERY**

1. The new HYDRAULIC ASSEMBLIES are to be delivered to KS 01. The exact address for delivery is specified below for the purposes of defining the place of delivery:
- eustream, a.s.  
KS01 Veľké Kapušany  
079 48 Veľké Kapušany  
Slovakia  
(“PLACE OF DELIVERY”).
2. All work, deliveries and performance included in the subject hereof, including (but not exclusively) the complete new HYDRAULIC ASSEMBLIES, must be delivered to the

PLACE OF DELIVERY. The CONTRACTOR is responsible for any customs formalities associated with delivery of the new HYDRAULIC ASSEMBLIES to the PLACE OF DELIVERY.

3. Any of the CONTRACTOR'S costs for customs duties, loading, shipment and loading at the PLACE OF DELIVERY and costs for insuring transport and/or the transported equipment are included in the CONTRACT PRICE.
4. The CONTRACTOR is responsible for any customs formalities associated with delivery of the subject hereof the PLACE OF DELIVERY while the CONTRACTOR must secure customs clearance on its own behalf and at its own expense. The CONTRACTOR is responsible for any additional costs incurred in connection with any customs clearance activities associated with the performance hereof.

### **Article III.**

## **DELIVERY AND SCHEDULE**

1. The CONTRACTOR shall execute the subject hereof in the full scope of Article I (1) to (5) herein and turn it over to the CLIENT (including all documentation pursuant to Article XIV herein) and fulfil all its other obligations hereunder within 12 months from the date of conclusion hereof.
2. In the performance hereof, the CONTRACTOR shall follow the schedule for the CONTRACT, which forms Annex 2 hereto ("CONTRACT SCHEDULE").
3. If the CLIENT is in default in any way that prevents the CONTRACTOR from the full and timely performance hereof, or if the CLIENT causes any delay, the CONTRACT SCHEDULE shall be amended accordingly, and up to a maximum of the period in which the CLIENT is in default.
4. If the new HYDRAULIC ASSEMBLIES cannot be delivered pursuant to Article II (1) herein at such time they are ready for transport for reasons solely attributable to the CLIENT, the CLIENT shall provide storage space at the SITE but with not assume the risk of accidental damage to the new HYDRAULIC ASSEMBLIES or cover any storage costs during storage at the SITE.

### **Article IV.**

## **BASIC RIGHTS AND OBLIGATIONS OF THE PARTIES**

#### **1. Rights and obligations of the CONTRACTOR**

- 1.1. In the performance hereof, the CONTRACTOR shall proceed with all due professional care and fulfil all obligations specified herein bringing all necessary professional expertise and the latest technologies to bear and taking into account the interests and needs of the CLIENT to the greatest possible extent.
- 1.2. The CONTRACTOR is obliged before commencing the replacement of the HYDRAULIC ASSEMBLIES to complete corresponding design and implementation project engineering documentation, both of which must be certified by an AUTHORISED PARTY under DECREE 508. If the AUTHORISED PARTY issues certification under DECREE 508 for the design and implementation project engineering documentation, the CONTRACTOR is then authorised to commence

installation work at the PLACE OF DELIVERY. The CONTRACTOR shall provide to this certified documentation to the CLIENT before commencing installation work at the place of performance hereof.

- 1.3. The CONTRACTOR shall secure the permits required under §15 of the OHS ACT prior to commencing installation work at the PLACE OF DELIVERY as required to perform the activities specified herein, otherwise the SUBCONTRACTOR assigned the given work shall secure such permits. The CONTRACTOR shall provide the CLIENT with an officially certified copy of all such permits to perform the specific activities before the work commences.
- 1.4. The CONTRACTOR shall accept the SITE and the corresponding COMPRESSOR(S) without the hydraulic assemblies ready for installation work by confirming the HANDOVER CERTIFICATE when so called upon by the CLIENT.
- 1.5. From the date of acceptance of the SITE, the CONTRACTOR shall maintain an installation log into which it shall make regular daily entries concerning the primary activities and related conditions to perform the contents hereof. The CONTRACTOR'S obligation to maintain the installation log ends upon ACCEPTANCE. The CONTRACTOR shall provide the installation log to the CLIENT upon ACCEPTANCE together with other documentation.
- 1.6. Upon completion of the ACCEPTANCE TESTS, the CONTRACTOR shall provide the CLIENT with the as-built documentation:
  - 1.6.1. The as-built project engineering documentation in the scope specified in Annex 2 to DECREE 508;
  - 1.6.2. Accompanying technical documentation in the scope specified in Annex 3 to DECREE 508;
  - 1.6.3. the code lists for individual parts of the equipment for the purposes of COMPRESSOR maintenance in accordance with the RCM maintenance system;
- 1.7. The CONTRACTOR shall be given access to the SITE for the purposes of the performance hereof. However, it is the exclusive obligation of the CONTRACTOR to review the conditions and means for using such access for the purposes of performing the contents hereof. The CONTRACTOR shall also cooperate with other contractors working on the SITE when using such access to the SITE to avoid conflicts or stoppages.
- 1.8. The CONTRACTOR is obliged over the term hereof to respect the CLIENT'S working hours on the SITE, which are from 7:00 am to 3:00 pm on working days (per the calendar valid in Slovakia), unless the PARTIES agree otherwise in writing.
- 1.9. If the scope of work and deliveries requires the inspection of specific components by approval authorities (such as an AUTHORISED PARTY, etc.), the CONTRACTOR shall secure such inspections and cover all related costs. Any reports/certificates to be issued in connection with such inspections shall be included in the work and deliveries provided by the CONTRACTOR and are included in the CONTRACT PRICE.
- 1.10. If work and/or activities are to be conducted during performance hereof on the SITE that could have an impact on KS01 operations, the CONTRACTOR may only perform

such work and/or activities based on a special work permit received in advance and under the conditions specified therein. Only the CLIENT is authorised to issue such permits for work on the SITE pursuant to its INTERNAL REGULATIONS and based on a request from the CONTRACTOR.

- 1.11. The CONTRACTOR shall perform the contents hereof on its own behalf and at its own risk and secure all labour, material, equipment and anything else necessary to properly perform the CONTRACTOR'S obligations as specified herein at its own expense.
- 1.12. The CONTRACTOR shall retain title to all packaging for the full scope of deliveries hereunder secured by the CONTRACTOR. The CONTRACTOR is responsible for disposing of such used packaging in accordance with the WASTE ACT and is obliged to secure all related permits, approvals and/or registrations under the WASTE ACT for such purposes. The CONTRACTOR shall secure removal of all used packaging from the SITE in the scope of the entire deliveries as specified herein at its own expense on a regular basis and without any undue delay. The CONTRACTOR shall provide the CLIENT with all relevant documents permitting it to dispose of used packaging at least 5 working days prior to delivery of such packaging to the SITE. Otherwise, the CLIENT is authorised to prevent the delivery of such goods, equipment and/or deliveries to KS01, whereby the CONTRACTOR shall be responsible for any default and/or damages and/or additional costs resulting from the CONTRACT or connected thereto.
- 1.13. The CONTRACTOR shall notify the CLIENT of its PROJECT MANAGER responsible for the CONTRACTOR'S supervision on SITE and who will be authorised to receive safety instructions from the CLIENT in accordance with the performance hereof and to ensure that CONTRACTOR and SUBCONTRACTOR personnel on the SITE comply with such instructions. The CONTRACTOR shall be responsible for coordinating safety meetings organised for the purposes of providing safety information to the personnel of both PARTIES. CONTRACTOR and SUBCONTRACTOR personnel must register every time they enter or exit the SITE.
- 1.14. Before starting any work on the SITE, the CONTRACTOR shall explain any questions that arise together with the CLIENT'S PROJECT MANAGER for the SITE.
- 1.15. Before starting any activities on the SITE, the CONTRACTOR shall familiarise itself with the locations of utility systems or other equipment requiring protection on the SITE. Upon request, the CLIENT shall provide the CONTRACTOR with all information available to it in this regard.
- 1.16. The CONTRACTOR shall exercise all due professional care when handling existing equipment on the SITE and, when necessary, take adequate steps necessary to effectively prevent damage to any such existing equipment.
- 1.17. The CONTRACTOR shall return any existing enclosures, railings and similar protective structures that must be removed during installation work to their original condition.
- 1.18. The CONTRACTOR remains responsible for supervising the SITE until such time that the risks associated with the CONTRACTOR'S work and deliveries are transferred to the CLIENT. Any exchange of such supervision shall be subject to prior approval from the CLIENT.

- 1.19. The CONTRACTOR shall work to mitigate any negative impacts to third parties (other vendors, persons located near the SITE or the CLIENT'S personnel) and limit soil or environmental contamination to the absolute minimum possible.
- 1.20. The CLIENT shall not provide any labour, equipment or tools for the receiving of any deliveries to the SITE and for installation of the deliveries and/or the performance of any work on the part of the CONTRACTOR. The CONTRACTOR shall marshal its resources on the SITE so that it has sufficient labour available on the SITE with the required qualifications as well as equipment and tools in the quantities and qualities necessary before the delivery of goods to the SITE. Any materials and equipment delivered to the SITE for the scope of the CONTRACTOR'S work and deliveries shall be accepted by the CONTRACTOR at the SITE, who will then unload, store and confirm their receipt and move them to their place of use.
- 1.21. The CONTRACTOR shall take effective measures to prevent damage to items intended for performance of the contents hereof from the elements, from damaging the environment, and from fire or theft on the SITE both during normal and outside of regular working hours.
- 1.22. The CONTRACTOR is responsible for the cleanliness of the SITE and shall thoroughly clean the SITE and any surfaces on which work is performed during work at the SITE. Without restriction, the CONTRACTOR shall remove any waste from the SITE and then its equipment from the SITE after completing its work on the SITE. The CONTRACTOR is responsible for any waste generated during performance hereof and is obliged to dispose of such waste in accordance with the WASTE ACT. After completion and during interruptions of work on the SITE, the CONTRACTOR shall return the SITE to the CLIENT or a third party designed by the CLIENT in a clean and tidy condition. The CLIENT is authorised to have the SITE cleaned and any waste removed by third parties at CONTRACTOR expense if the above obligation is not complied with in any way.
- 1.23. The CONTRACTOR shall ensure all persons involved in performance hereof on the SITE (including SUBCONTRACTORS) on its behalf attend training on special regulations and internal regulations applied at the SITE. The CLIENT shall perform this training upon a separate written request from the CONTRACTOR. The CONTRACTOR shall ensure that only properly instructed personnel perform the work specified herein and that they comply with such applicable regulations in full.
- 1.24. The CONTRACTOR shall notify the CLIENT in a timely manner and without any undue delay of any important circumstances related to the performance hereof that may pose a threat or limit the performance hereof on the part of the CONTRACTOR or result in CONTRACTOR default in the performance hereof. If the CONTRACTOR is responsible for such a situation, it is obliged to ensure remedy without undue delay, and shall provide a plan of measures to ensure remedy upon CLIENT request, along with sufficient personnel and technical capacities necessary to accomplish remedy without entitlement to any compensation from the CLIENT. The CONTRACTOR is responsible for damages caused to the CLIENT by failing to inform it in a timely manner. This has no prejudice towards any of the CLIENT'S entitlements as a result of CONTRACTOR default under the terms hereof.
- 1.25. The CONTRACTOR shall permit the CLIENT to check on performance of the commitments defined herein at any time during the performance hereof. If any part hereof is performed at the facility of the CONTRACTOR or a SUBCONTRACTOR, the CLIENT is authorised to conduct an audit of the performance of such part hereof directly in such facility of the CONTRACTOR or the SUBCONTRACTOR, whereby the

CONTRACTOR is obliged to allow the CLIENT to perform such audit and provide all required cooperation and documentation per the CLIENT'S requirements. Violation of the CONTRACTOR'S obligations hereunder is considered a material breach hereof on the part of the CONTRACTOR.

1.26. The CONTRACTOR shall comply with the following during performance hereof:

- a) generally binding legislation;
- b) applicable technical regulations and/or technical standards and/or other relevant technical rules;
- c) INTERNAL REGULATIONS;
- d) the CLIENT'S other internal regulations under the assumption that the CONTRACTOR was demonstrably informed of them;

the CONTRACTOR shall comply with the current versions of the regulations specified in sub-paragraphs a) to d) above. The CLIENT is not obliged to inform the CONTRACTOR of any changes to the regulations specified in sub-paragraphs a) and b) above. The CLIENT shall inform the CONTRACTOR of changes to the regulations specified in sub-paragraphs c) and d) above.

1.27. The CONTRACTOR shall comply with all obligations related to OHS, fire protection and environmental protection as specified herein and/or valid legislation. Regardless of any other stipulations herein, costs incurred by the CLIENT as a result of CONTRACTOR breach of any OHS and fire prevention regulations shall be borne by the CONTRACTOR in full.

1.28. In the performance hereof, the CONTRACTOR shall take all precautions requested by the CLIENT to ensure the safety of persons with access to the SITE or to ensure access to the SITE is restricted for the period of time necessary to conduct work activities associated with elevated levels of risk.

1.29. The CONTRACTOR shall call on the CLIENT to inspect work and/or deliveries that will be encapsulated or otherwise become inaccessible in subsequent phases of work as well as work for which the CLIENT retains responsibility for technical supervision. Such call shall be delivered to the Client, in writing, and at least 3 working days in advance.

1.30. The CONTRACTOR shall take appropriate measures during interruption in the execution of the subject hereof requested by the CLIENT so that costs associated with such interruption are kept to a minimum. The CONTRACTOR is entitled to compensation of costs demonstrably and efficiently incurred in connection with such interruption in the execution of the subject hereof. The PARTIES likewise agree that deadlines agreed herein shall be modified appropriately given the interruption in the execution of the subject hereof.

## **2. Rights and obligations of the CLIENT**

2.1. The CLIENT shall provide the CONTRACTOR with access to the SITE along with storage areas and areas for installation in the required scope.

2.2. The CLIENT shall secure the delivery of all utility services per the TECHNICAL SPECIFICATIONS at the SITE as required for installation, commissioning and the ACCEPTANCE TESTS at its own cost.

- 2.3. The CLIENT shall ensure the demonstrable instruction of the CONTRACTOR'S personnel (including SUBCONTRACTORS) regarding special regulations valid for the SITE and that the CONTRACTOR must follow. The CONTRACTOR is obliged to ensure compliance by their personnel, including SUBCONTRACTORS.
- 2.4. The CLIENT is authorised to require that any CONTRACTOR personnel that demonstrate poor craftsmanship or poor conduct in any way with a negative impact on the progress of work and/or safety at the SITE are expelled from the SITE immediately. The CLIENT shall provide the CONTRACTOR with relevant explanations as to the reasons for such expulsion. The CONTRACTOR is not entitled to any compensation from the CLIENT with regards to any such instruction or request. The CLIENT reserves the right to seek redress from the CONTRACTOR with respect to removal of the CONTRACTOR'S personnel from the SITE.
- 2.5. The CLIENT shall provide the CONTRACTOR with the documents specifying RCM methodology and tables for the purposes of completing the code lists for individual parts of the assemblies necessary for COMPRESSOR maintenance in accordance with the SAE JA 1011 standard and which the CONTRACTOR is required to complete.
- 2.6. If the CLIENT determines that the CONTRACTOR is executing the subject hereof in breach of the CONTRACT, the CLIENT is authorised to seek remedy from the CONTRACTOR for any defective execution hereof and to complete the execution hereof in the proper manner.
- 2.7. The CLIENT may order the CONTRACTOR to immediately interrupt or halt work activities on the SITE if the health or safety of anyone or the safety of KS01 operations are at risk, or if there is the potential for other damage to the CLIENT'S property or injury to other persons or the potential for environmental damage. The CLIENT may give such order per the previous sentence directly to CONTRACTOR personnel conducting such work or activities on behalf of the CONTRACTOR. The CONTRACTOR shall ensure that all CONTRACTOR personnel respect such order from the CLIENT. The same obligation applies to SUBCONTRACTORS. Violation of the CLIENT'S order to immediately interrupt or halt activities on the SITE is considered a material breach hereof on the part of the CONTRACTOR. The CLIENT shall inform the CONTRACTOR'S PROJECT MANAGER immediately if such order is given.
- 2.8. The CLIENT shall immediately inform the CONTRACTOR of all circumstances that it learns of with an impact on the performance hereof.
- 2.9. The CLIENT is authorised to request in writing that the CONTRACTOR, under the conditions specified in Subsection 1.30 herein, interrupt the execution of the performance hereof or any part hereof for the necessary period of time.

### **3. Solidarity rights and obligations**

- 3.1. Economic entities involved on the side of the CONTRACTOR ("CONSORTIUM MEMBER") are authorised and committed collectively and indivisibly to all the rights and commitments of the CONTRACTOR hereunder and/or related hereto (solidarity rights and solidarity obligations).
- 3.2. The CLIENT is authorised to demand the performance of the CONTRACTOR'S commitments from any CONSORTIUM MEMBER.

- 3.3. The PARTIES agree that all the CONTRACTOR'S rights toward the CLIENT, with the exception of the right of invoicing specified herein, shall only be exercised by one CONSORTIUM MEMBER on behalf of the CONTRACTOR (i.e. all CONSORTIUM MEMBERS), specifically ..... **(completed by the tenderer)**.
- 3.4. The PARTIES likewise agree that only the following CONSORTIUM MEMBER ..... **(completed by the tenderer)** is authorised to issue a corresponding invoice and to demand payment on behalf of the CONTRACTOR.
- 3.5. CONSORTIUM MEMBERS likewise confirm that they have concluded a written consortium agreement concerning the proper performance hereof ("CONSORTIUM AGREEMENT").
- 3.6. For the purposes of the proper arrangement of the CLIENT'S tax obligations, the CONTRACTOR shall immediately, and within 14 days from the conclusion hereof, provide the CLIENT with an officially certified copy of the CONSORTIUM AGREEMENT, if it has not done so earlier. If any payment expected herein is made by the CLIENT to the CONTRACTOR in less than 14 days from the date of conclusion hereof, the CONTRACTOR shall provide the CLIENT with an officially certified copy of the CONSORTIUM AGREEMENT together with the corresponding invoice at the latest, if it has not done so earlier, otherwise, the CLIENT is authorised to withhold any such payment until a certified copy of the CONSORTIUM AGREEMENT is provided.

## **Article V. SUBCONTRACTOR**

1. The CONTRACTOR may engage a SUBCONTRACTOR for certain activities and/or to make certain deliveries defined herein, but only with the prior written consent of the CLIENT. The Parties hereby preclude the CONTRACTOR from using one or more SUBCONTRACTORS to perform the entire subject hereof.
2. In the performance hereof the CONTRACT, the CONTRACTOR is only authorised to use a SUBCONTRACTOR identified in Annex 9 hereto without the prior consent of the CLIENT and only to deliver or provide the work specified in the latest version thereof. The CONTRACTOR shall demonstrate the competency of such SUBCONTRACTORS to provide the corresponding work prior to the conclusion hereof within the contract award procedure on the basis of which this CONTRACT was concluded.
3. If the CONTRACTOR intends to deliver or provide any performance defined herein via a SUBCONTRACTOR who is:
  - a) not specified in Annex 9 hereto, or
  - b) is specified in Annex 9 hereto but which the CONTRACTOR intends to use to provide work other than specified in Annex 9 hereto,

the CONTRACTOR shall request consent to the use of such SUBCONTRACTOR from the CLIENT in writing and sufficiently in advance, at least 15 days prior to the start of such work.

In the request seeking approval from the CLIENT, the CONTRACTOR shall specify (inter alia) the details of the person authorised to act on behalf of the SUBCONTRACTOR in the scope of their given name and surname, place of residence and date of birth, in the written request to approve the SUBCONTRACTOR. The



CONTRACTOR shall provide the details of any proposed SUBCONTRACTOR to the CLIENT in the corresponding request for approval of the SUBCONTRACTOR in the form of an amendment to Annex 9 hereto and including all details for the proposed SUBCONTRACTOR. The CLIENT has the right to reject the CONTRACTOR'S request as specified herein and not approve a proposed SUBCONTRACTOR, but consent to a proposed SUBCONTRACTOR will not be arbitrarily withheld by the CLIENT without a relevant reason. The PARTIES likewise agree that receipt of the CLIENT'S approval of a proposed SUBCONTRACTOR by the CONTRACTOR renders the amendment of Annex 9 hereto valid and replaces the previous version thereof. The CLIENT commits to report its agreement or disagreement to the CONTRACTOR within 5 working days from submission of the complete request or submission of the documents specified in Subsection 4 herein by the CONTRACTOR to the CLIENT, whichever occurs first.

Execution hereof via a SUBCONTRACTOR not specified in Annex 9 hereto and/or delivery of other work by a SUBCONTRACTOR other than specified in Annex 9 hereto without the prior consent of the CLIENT as specified herein is considered a material breach hereof.

4. Upon CLIENT request, the CONTRACTOR shall immediately, and within 5 working days from receipt of the corresponding written request from the CLIENT, demonstrate the competency of its SUBCONTRACTOR to perform the specified work (especially, but not exclusively, their professional competence and medical fitness) under valid legislation, such as by providing corresponding certificates, licenses and permits to perform individual professional activities if required under valid legislation.
5. If a change is made to a SUBCONTRACTOR used by the CONTRACTOR as another party for the purposes of fulfilling the eligibility conditions of technical and professional competence under the PUBLIC PROCUREMENT ACT within the tender procedure resulting in the conclusion hereof ("TENDER"), the CONTRACTOR shall demonstrate that such new SUBCONTRACTOR fulfils the same eligibility conditions as the original SUBCONTRACTOR within the TENDER and in the manner and scope required in the TENDER; for such purposes, the CONTRACTOR shall provide the CLIENT with the corresponding records and documents together with the written request for approval to use this SUBCONTRACTOR under Subsection 3 herein.
6. The CONTRACTOR is liable to the CLIENT for the work delivered or performed by SUBCONTRACTORS and for any other activities hereunder. Any relevant obligations concerning the CONTRACTOR as specified herein apply in kind to relevant SUBCONTRACTORS. The CLIENT'S right to approve SUBCONTRACTORS does not relieve the CONTRACTOR of its responsibility for the quality of the provided work or deliveries, or for damages caused to the CLIENT.
7. When a SUBCONTRACTOR conducts work and/or deliveries, the CLIENT maintains the same command and control authority with respect to the SUBCONTRACTOR as given towards the CONTRACTOR herein.
8. The CONTRACTOR in its agreement with a SUBCONTRACTOR shall specifically bind the SUBCONTRACTOR and its personnel to respect the CLIENT'S command and control authority. The CLIENT shall notify the CONTRACTOR any time such rights are exercised without any undue delay.

## **Article VI. TRANSPORT**

1. The CONTRACTOR shall secure the transport of any equipment and/or other supplies necessary to perform the commitments herein in accordance with valid legislation and at its own expense and risk. Transport includes primarily, but not exclusively, loading, unloading and transport of all materials and equipment to the SITE or to another location within the SITE per the CLIENT'S specifications.
2. The CONTRACTOR is also responsible for transport and disposal of wastes as specified by competent local authorities and for ensuring that the waste transport is performed in accordance with valid legislation, especially in accordance with the WASTE ACT. The CONTRACTOR shall bear all costs associated with transporting waste.
3. The CONTRACTOR shall use vehicles that comply with general safety regulations and other special regulations applicable at the SITE.

## **Article VII. INSTALLATION**

The CONTRACTOR shall secure, in accordance herewith, the installation and assembly of the new HYDRAULIC ASSEMBLIES in accordance with the TECHNICAL SPECIFICATIONS (Annex 1 hereto).

## **Article VIII. COMMISSIONING**

1. The CONTRACTOR shall perform the COMMISSIONING of every COMPRESSOR with new HYDRAULIC ASSEMBLIES in accordance with the TECHNICAL SPECIFICATIONS.
2. COMMISSIONING includes all completion and functional tests.
3. Testing required by the approval authority shall only be completed if the CONTRACTOR has successfully completed and officially confirmed internal tests.
4. Once these tests and repairs/delivery of all defective/missing parts and items, each of the COMPRESSORS will be considered ready for ACCEPTANCE TESTS.
5. COMPRESSORS will only be considered ready for ACCEPTANCE TESTS if the new HYDRAULIC ASSEMBLIES have been completed, delivered and installed in accordance herewith and are capable of safe operation together with the COMPRESSOR.

## **Article IX. TESTING AND TESTS**

### **1. CONTRACTOR TESTING**

- 1.1. The CONTRACTOR shall perform testing of primary components of the new HYDRAULIC ASSEMBLIES in the scope agreed in the TECHNICAL

SPECIFICATIONS at its own cost and before their delivery to the PLACE OF DELIVERY.

- 1.2. The CONTRACTOR shall complete a written record from each such test completed pursuant to Subsection 1.1 herein to document the testing process and its outcome. Tests are considered passed if the values of the parameters measured during testing comply with the values specified in the TECHNICAL SPECIFICATIONS and the values specified in the manufacturer's specifications for the tested equipment. Representatives of both PARTIES shall sign such written test records.
- 1.3. Once the individual and functional tests pursuant to Subsection 1 herein are complete pursuant to the TECHNICAL SPECIFICATIONS and before the performance of the ACCEPTANCE TESTS, the CONTRACTOR shall provide the CLIENT with a certificate certifying the completion of individual and functional tests and COMMISSIONING and the readiness of the individual COMPRESSOR for the ACCEPTANCE TESTS pursuant to Subsection 2 herein.

## **2. ACCEPTANCE TESTS**

Once COMMISSIONING is complete and all the CONTRACTOR'S installation work is complete, ACCEPTANCE TESTS for each of the COMPRESSORS will be conducted, which include the 72-hour test and the 600-hour test.

### **2.1. 72-hour test**

ACCEPTANCE TESTS include a 72-hour test of continuous and flawless operation of the ES TURBO-COMPRESSOR. In the event of a malfunction resulting from defective work on the part of the CONTRACTOR that results in the shut-down of the ES TURBO-COMPRESSOR, the 72-hour test will be repeated once the malfunction is identified and remedied.

Before starting the 72-hour test on any ES TURBO-COMPRESSOR, the CONTRACTOR shall provide all properly prepared documentation to the CLIENT, specifically, but not exclusively, the as-built documentation for the subject hereof or the parts hereof and corresponding accompanying documentation) per the TECHNICAL SPECIFICATIONS and valid legislation that the CONTRACTOR is obliged to provide to the CLIENT before starting the 72-hour test; otherwise, the CLIENT will not give approval or the permission necessary to begin the 72-hour test.

### **2.2. 600-hour test**

The 600-hour test is performed after successful completion of the 72-hour test.

During the 600-hour test and for the purposes of verifying the GUARANTEED VALUES and expected values specified in the TECHNICAL SPECIFICATIONS annex, the CONTRACTOR shall perform tests together with the CLIENT and an independent third party individually on each ES. Validation of the performance tests shall be conducted by an independent third party approved of by the PARTIES themselves. The CLIENT shall bear the costs of such independent third party. If the GUARANTEED VALUES per the TECHNICAL SPECIFICATIONS are not met for reasons attributable to the CONTRACTOR, the CONTRACTOR shall pay the CLIENT the costs of the independent third party and take corrective action, after which the performance test is repeated; the CONTRACTOR in such case shall then compensate the CLIENT for all costs associated with repeating the performance test.

### **2.3. Successful completion of the ACCEPTANCE TESTS**

The ACCEPTANCE TESTS of the newly installed HYDRAULIC ASSEMBLIES will be considered successfully completed if it is confirmed that all work and/or deliveries were completed in accordance with the conditions agreed herein, including the performance test and all other testing and tests required under the TECHNICAL SPECIFICATIONS and that the ES TURBO-COMPRESSOR delivers on the GUARANTEED VALUES.

## **Article X.**

### **ACCEPTANCE, PRELIMINARY ACCEPTANCE AND THE RIGHT OF REFUSAL**

#### **1. ACCEPTANCE**

- 1.1 The CONTRACTOR shall fulfil its obligation to execute the subject hereof upon its full performance in the scope, quality and manner specified herein.
- 1.2 The subject hereof is considered properly executed if it fully accomplishes its intended purpose and the purposes of the PROJECT and the purposes hereof, is fully functional in the full scope, meets all the requirements of the TECHNICAL SPECIFICATIONS and is performed in accordance with the conditions hereof, without any defects, after completing all required testing and tests, having demonstrated a suitable level of safety, quality, functionality and reliability of the subject hereof and full compliance with the parameters agreed upon herein, including the delivery of all relevant documentation as specified herein.
- 1.3 The CLIENT is obliged to accept the properly delivered and completed subject hereof. The CLIENT is obliged to accept the subject hereof even if the subject hereof has MINOR DEFECTS. The list of MINOR DEFECTS ("LIST OF MINOR DEFECTS") must be included with the ACCEPTANCE REPORT. MINOR DEFECTS are not an impediment to ACCEPTANCE. The CONTRACTOR is obliged to remedy MINOR DEFECTS within 30 days of ACCEPTANCE or in another reasonable term on which the PARTIES agree in the ACCEPTANCE REPORT if required by the nature of the MINOR DEFECTS.
- 1.4 ACCEPTANCE must be confirmed by an ACCEPTANCE REPORT certifying successful completion of the ACCEPTANCE TESTS in accordance with the TECHNICAL SPECIFICATIONS. Any informal acceptance in a similar manner or via COMMISSIONING is not permitted.
- 1.5 During preparations for ACCEPTANCE, the condition of every complete ES TURBO-COMPRESSOR is thoroughly inspected and recorded in the ACCEPTANCE REPORT. Such inspection includes a recording of the vibration profile of the ES TURBO-COMPRESSOR. The ACCEPTANCE REPORT will be signed by the CONTRACTOR and the CLIENT at the SITE.
- 1.6 The CONTRACTOR shall request the ACCEPTANCE of every ES TURBO-COMPRESSOR in advance and at least 21 calendar days prior to the planned date of the ACCEPTANCE TESTS, whereby the CLIENT must also be notified that the given ES TURBO-COMPRESSOR is ready for handover. The CLIENT shall respond to the CONTRACTOR'S request for ACCEPTANCE in writing and confirm the date of ACCEPTANCE within 14 calendar days from delivery of the CONTRACTOR'S request at the latest. Together with the request for ACCEPTANCE, the CONTRACTOR shall

provide the CLIENT with the ACCEPTANCE REPORT together with all pertinent annexes.

1.7 The ACCEPTANCE REPORT shall primarily, but not exclusively, contain:

- a) Indication that the document is the ACCEPTANCE REPORT as defined in Subsection **Chyba! Nenašiel sa žiaden zdroj odkazov.** herein;
- b) identification details of both PARTIES;
- c) the number of the CONTRACT assigned by the CLIENT;
- d) the names of the PROJECT MANAGERS for both PARTIES as specified herein and authorised to confirm ACCEPTANCE;
- e) the names and positions of other parties involved in ACCEPTANCE;
- f) identification, a brief description and scope of the work involved in ACCEPTANCE;
- g) the place of ACCEPTANCE;
- h) the CONTRACTOR'S declaration that the subject of ACCEPTANCE has been completed in full, in accordance herewith and free of any DEFECTS PREVENTING ACCEPTANCE;
- i) a list of documentation provided by the CONTRACTOR to the CLIENT at the moment of ACCEPTANCE;
- j) a list of LICENSES as specified in Article 0 herein and Annex 14.1 to the TECHNICAL SPECIFICATIONS and issued to the CLIENT;
- k) the results of the ACCEPTANCE TESTS;
- l) a list of MINOR DEFECTS together with the methods and deadlines for remedying every MINOR DEFECT;
- m) a clear declaration on the part of the CLIENT confirming acceptance of the delivery and work involved as the subject of ACCEPTANCE from the CONTRACTOR;
- n) further information if necessary, to properly document fulfilment of the CONTRACTOR'S contractual obligations and/or for ACCEPTANCE;
- o) signatures of the PROJECT MANAGERS and other authorised representatives of both PARTIES and the date of signature of the ACCEPTANCE REPORT by the PROJECT MANAGERS;

1.8 Every ES TURBO-COMPRESSOR shall be considered accepted by the CLIENT on the date of signature of the corresponding ACCEPTANCE REPORT by the CLIENT. If all conditions for ACCEPTANCE are met, the CLIENT shall sign the ACCEPTANCE REPORT within 15 working days from the successful completion of the ACCEPTANCE TESTS.

1.9 MINOR DEFECTS identified in the list of MINOR DEFECTS shall not be an impediment to ACCEPTANCE if such list contains deadlines and methods for their remedy and will be approved and signed by both PARTIES.

1.10 Title to the new HYDRAULIC ASSEMBLIES and risks of accidental damage thereto transfer from the CONTRACTOR to the CLIENT at the moment of signature of the ACCEPTANCE REPORT by both PARTIES.

## **2. PRELIMINARY ACCEPTANCE**

- 2.1. If the CLIENT is unable to create the necessary conditions for completing the 72-hour test and/or 600-hour test of the ES TURBO-COMPRESSOR within six (6) months from submission of the CONTRACTOR'S written request, the CONTRACTOR may call on the CLIENT to complete PRELIMINARY ACCEPTANCE in writing. The CONTRACTOR is obliged to submit the draft PRELIMINARY ACCEPTANCE REPORT to the CLIENT together with the call for such PRELIMINARY ACCEPTANCE along with all pertinent annexes. In this case, the risk of random damage and title transfer to the CLIENT under the condition that all defects that could prevent the operation and/or significantly reduce the value of the delivered work and/or the relevant ES TURBO-COMPRESSOR were remedied.
- 2.2. The CONTRACTOR shall request the PRELIMINARY ACCEPTANCE of every ES TURBO-COMPRESSOR in writing and sufficiently in advance and the CLIENT is obliged to respond in writing to the CONTRACTOR'S call for PRELIMINARY ACCEPTANCE within 15 working days from its delivery, whereby PRELIMINARY ACCEPTANCE may not be refused or otherwise withheld without good reason.
- 2.3. The PARTIES agree that PRELIMINARY ACCEPTANCE may only be performed if the subject hereof (or part hereof covered by such PRELIMINARY ACCEPTANCE) is properly completed in accordance with and in the scope hereof, free of any defects, with all agreed testing and tests completed per the terms hereof and COMMISSIONING was completed pursuant to Article0 hereof, while the performance of such required testing and tests as well as COMMISSIONING are confirmed by the PROJECT MANAGERS for both PARTIES.
- 2.4. PRELIMINARY ACCEPTANCE must be confirmed by the PRELIMINARY ACCEPTANCE REPORT. Any informal preliminary acceptance in a similar manner or via COMMISSIONING is not permitted. The PRELIMINARY ACCEPTANCE REPORT shall primarily, but not exclusively, contain:
- a) identification that the document is the PRELIMINARY ACCEPTANCE REPORT;
  - b) identification details of both PARTIES;
  - c) the number of the CONTRACT assigned by the CLIENT;
  - d) the names of the PROJECT MANAGERS of both PARTIES;
  - e) the names and positions of other parties involved in PRELIMINARY ACCEPTANCE;
  - f) identification, a brief description and scope hereof or part hereof involved in PRELIMINARY ACCEPTANCE;
  - g) the place of PRELIMINARY ACCEPTANCE;
  - h) a declaration from the CONTRACTOR that the subject hereof (or part hereof) involved in PRELIMINARY ACCEPTANCE is complete, in compliance herewith and free of DEFECTS PREVENTING ACCEPTANCE;
  - i) a list of documentation provided by the CONTRACTOR to the CLIENT at the moment of PRELIMINARY ACCEPTANCE;
  - j) a list of LICENSES as specified in Article0 hereof and Annex 14.1 to the TECHNICAL SPECIFICATIONS and issued to the CLIENT;
  - k) the results of the completed part of the ACCEPTANCE TESTS if any portion has been completed;

- l) a clear declaration from the CLIENT as to is preliminary acceptance of the subject hereof, or part hereof, involved in PRELIMINARY ACCEPTANCE from the CONTRACTOR in accordance with Subsection 2 herein;
  - m) further information if necessary, to properly document fulfilment of the CONTRACTOR'S contractual obligations and/or for PRELIMINARY ACCEPTANCE;
  - n) signatures of the PROJECT MANAGERS and other authorised representatives of both PARTIES and the date of signature of the PRELIMINARY ACCEPTANCE REPORT by the PROJECT MANAGERS;
- 2.5. The subject hereof or part hereof involved in PRELIMINARY ACCEPTANCE is considered preliminarily accepted by the CLIENT on the date of signature of the PRELIMINARY ACCEPTANCE REPORT by the CLIENT'S PROJECT MANAGER. If all conditions for PRELIMINARY ACCEPTANCE are fulfilled and the CLIENT has no justified objections against the PRELIMINARY ACCEPTANCE REPORT, the CLIENT shall sign the PRELIMINARY ACCEPTANCE REPORT within 15 working days from its submission to the CLIENT by the CONTRACTOR. In the case of PRELIMINARY ACCEPTANCE, the CONTRACTOR has the right to invoice the CLIENT for payments per the payment milestones under Article 0 (1)(d) and (g) herein.
- 2.6. PRELIMINARY ACCEPTANCE has no prejudice towards the mutual entitlements of the PARTIES occurring until the moment of PRELIMINARY ACCEPTANCE.
- 2.7. PRELIMINARY ACCEPTANCE has no prejudice towards the CONTRACTOR'S responsibility to deliver the GUARANTEED VALUES.
- 2.8. The CONTRACTOR shall complete the ACCEPTANCE TESTS for the given COMPRESSOR within 6 months from its PRELIMINARY ACCEPTANCE and immediately after the CLIENT creates the necessary conditions to perform these tests, whereby the CONTRACTOR may not subsequently increase any prices as a result thereof. ACCEPTANCE of the given ES TURBO-COMPRESSOR pursuant to Subsection 1 herein follows successful completion of the ACCEPTANCE TESTS.
- 2.9. If it is shown during the ACCEPTANCE TESTS that the GUARANTEED VALUES are not delivered and/or modifications become necessary to the ES TURBO-COMPRESSOR or any part thereof, PRELIMINARY ACCEPTANCE shall be considered cancelled as of the moment at which such tests are performed. Cancellation of PRELIMINARY ACCEPTANCE in such case results in the procedure specified in Subsection 3 herein.
- 2.10. If ACCEPTANCE TESTS cannot be performed within 12 months for reasons attributable exclusively to the CLIENT, the ES TURBO-COMPRESSOR is considered accepted at the end of this 12-month period. The date of PRELIMINARY ACCEPTANCE is considered the start of the warranty period.
- 2.11. The date of PRELIMINARY ACCEPTANCE is considered the start of the warranty period under the condition that the defined GUARANTEED VALUES are delivered during the subsequent ACCEPTANCE TESTS and the measured values are a maximum of 2% below the level of the GUARANTEED VALUES specified in the TECHNICAL SPECIFICATIONS.
- 2.12. If the GUARANTEED VALUES are not delivered during the subsequent ACCEPTANCE TESTS, then the warranty period specified in Article XXI (3) begins on the date that the GUARANTEED VALUES are delivered.

### **3. Right of refusal**

- 3.1. If a ES TURBO-COMPRESSOR fails to meet the conditions specified herein (specifically, but not exclusively, GUARANTEED VALUES and/or DEFECTS PREVENTING ACCEPTANCE occur), such ACCEPTANCE will not be confirmed by the CLIENT (meaning the ES TURBO-COMPRESSOR will be considered not accepted) and the PARTIES shall then proceed in accordance with Subsections 3.2 and 3.3 below.
- 3.2. The CONTRACTOR is obliged in the shortest time possible, or within 2 months at the latest, to implement corrective measures (such as modifying or replacing defective parts as necessary) directed to ensure the ES TURBO-COMPRESSOR meets the conditions agreed herein.
- 3.3. If the CONTRACTOR fails to ensure that the ES TURBO-COMPRESSOR meets the conditions agreed herein within a term of 2 months (specifically, but not exclusively the GUARANTEED VALUES), the CLIENT is authorised to refuse the repaired new HYDRAULIC ASSEMBLIES and to withdraw from the CONTRACT.

## **Article XI. TRAINING**

1. The CONTRACTOR shall provide training for ES TURBO-COMPRESSOR operating personnel designated by the CLIENT as to the conditions for operating and maintaining the ES TURBO-COMPRESSOR in the scope and manner specified in the TECHNICAL SPECIFICATIONS.
2. Training manuals shall be completed in Slovak and provided to the CLIENT in digital form. Training shall be conducted in Slovak.
3. Training shall be completed before an ES TURBO-COMPRESSOR is placed into service.
4. The CONTRACT PRICE shall include the cost for training personnel.

## **Article XII. SPARE PARTS**

1. All parts and consumables necessary for COMMISSIONING and the ACCEPTANCE TESTS are included in the CONTRACT PRICE.
2. The CONTRACTOR shall guarantee the availability of spare parts for a period of at least 10 years after ACCEPTANCE.

## **Article XIII. SPECIAL TOOLS**

1. The CONTRACTOR shall deliver one (1) set of special tools to the CLIENT as required to complete maintenance and repairs on an ES TURBO-COMPRESSOR to the extent permitted at place of installation. The CONTRACT PRICE must include the price for such delivered set of tools and must be specified as a separate line item in Annex 3. Such



special tools shall include 1 assembly jig as required for the installation of a new HYDRAULIC ASSEMBLIES.

## **Article XIV. DOCUMENTATION**

1. The CONTRACTOR shall provide the CLIENT with all documentation specified in the TECHNICAL SPECIFICATIONS and in Article0 (1.1) to (1.5) herein.
2. The CONTRACTOR shall provide all documents in the form and number of copies specified in the TECHNICAL SPECIFICATIONS.
3. The working versions of these documents shall be submitted in one of the following languages: English, Czech or Slovak. The final versions of the documents shall be submitted in Slovak or Czech.

## **Article XV. PRICE**

1. The CONTRACT PRICE for the subject hereof in the scope of Article0 (1) to (5) herein for delivery, installation and assembly of two (2) new HYDRAULIC ASSEMBLIES under the conditions specified herein is agreed upon by the PARTIES in the amount of  
EUR... **(completed by the tenderer)** excluding VAT.
2. Annex 3 hereto contains detailed specifications of the CONTRACT PRICE. The CONTRACT PRICE is subject to VAT pursuant to valid legislation.

For the purposes hereof, the PARTIES agree that the portion of the CONTRACT PRICE attributable to one COMPRESSOR is equal to ½ the CONTRACT PRICE ("COMPRESSOR HYDRAULIC ASSEMBLY PRICE").

3. The CONTRACT PRICE pursuant to Subsection 1 herein is a fixed price and includes the full scope of work, deliveries and/or performance under the terms hereof and especially the TECHNICAL SPECIFICATIONS. The CONTRACT PRICE includes all the CONTRACTOR'S costs for performance of all its commitments hereunder with the exception of those specified herein as the CLIENT'S costs.

## **Article XVI. PAYMENT AND INVOICING TERMS**

### **1. Payment of the CONTRACT PRICE**

Payment of the CONTRACT PRICE shall be completed in partial bank transfers based on one advance and four partial invoices issued by the CONTRACTOR to the CLIENT pursuant to the milestones specified in the CONTRACT SCHEDULE in Annex 2 hereto identified as payment milestones, and as follows:

- a) 10% of the CONTRACT PRICE as an advance payment after signature hereof by both PARTIES (milestone 1 in the CONTRACT SCHEDULE) and after delivered of the original ADVANCE PAYMENT BOND BANK GUARANTEE pursuant to Article0 (1) herein to the CLIENT;
- b) 20% OF THE CONTRACT PRICE as a partial invoice issued after handover of the project engineering documentation for implementation and accompanying documentation certified by the AUTHORISED PARTY to the CLIENT (milestone 2 in the CONTRACT SCHEDULE) confirmed by the MILESTONE COMPLETION CERTIFICATE pursuant to Subsection 3.3 herein, a copy of which must be attached to the partial invoice and after delivery of the PERFORMANCE BOND BANK GUARANTEE pursuant to Article0 (2) herein to the CLIENT as well as after proper delivery and/or execution and/or provisioning of all other goods and/or work and/or services and/or any other performance that the CONTRACTOR is obliged to deliver and/or perform and/or provide under the CONTRACT SCHEDULE by the expiration of milestone 2 of the schedule.

Within this invoice, the CONTRACTOR shall reconcile the advance payment received pursuant to Subsection 1(a) herein; for such purpose, the CONTRACTOR shall invoice a total of 20% of the CONTRACT PRICE within this invoice and deduct the advance payment pursuant to Subsection 1(a) herein from the total invoiced amount and therefore the amount due on such invoice is equal to 10% of the CONTRACT PRICE; the amount of 10% of the CONTRACT PRICE shall also be the basis for the VAT charge on this partial invoice.

- c) 10% of the CONTRACT PRICE as a partial invoice issued after handover of the completely new HYDRAULIC ASSEMBLY for ES TURBO-COMPRESSOR 1, including all goods (devices, equipment, sensors, cables and other materials, except for ancillary materials and fasteners) that are part of the delivery of the new HYDRAULIC ASSEMBLY for ES TURBO-COMPRESSOR 1 to the SITE (milestone 3 of the CONTRACT SCHEDULE) confirmed by the corresponding MILESTONE COMPLETION CERTIFICATE pursuant to Subsection 3.3 herein, a copy of which must be attached to such partial invoice, and after proper delivery and/or execution and/or provisioning of all other goods and/or work and/or services and/or any other performance that the CONTRACTOR is obliged to deliver and/or perform and/or provide under the CONTRACT SCHEDULE by the expiration of milestone 3 of the schedule.
- d) 15% of the CONTRACT PRICE as a partial invoice issued after successful completion of the 72-hour test for ES TURBO-COMPRESSOR 1 pursuant to the TECHNICAL SPECIFICATIONS (milestone 4 of the CONTRACT SCHEDULE) confirmed by the corresponding written certificate of successful completion of the 72-hour test of ES TURBO-COMPRESSOR 1, a copy of which must be attached to such partial invoice, and after proper delivery and/or execution and/or provisioning of all other goods and/or work and/or services and/or any other performance that the CONTRACTOR is obliged to deliver and/or perform and/or provide under the CONTRACT SCHEDULE by completion of the 72-hour test or after PRELIMINARY ACCEPTANCE confirmed by the PRELIMINARY ACCEPTANCE REPORT signed by both PARTIES, whereby a copy of this PRELIMINARY ACCEPTANCE REPORT must be attached to this partial invoice or after expiration of the term specified in Article0 (2.10) herein, whichever occurs first.
- e) 15% of the CONTRACT PRICE as a partial invoice issued after ACCEPTANCE of ES TURBO-COMPRESSOR 1 (milestone 5 of the CONTRACT SCHEDULE) confirmed by the corresponding ACCEPTANCE REPORT by other PARTIES, a copy of which must be attached to such partial invoice, and after proper delivery and/or execution and/or provisioning of all other goods and/or work and/or services and/or any other performance that the CONTRACTOR is obliged to deliver and/or perform and/or provide under the

CONTRACT SCHEDULE by ACCEPTANCE of ES TURBO-COMPRESSOR 1 or after PRELIMINARY ACCEPTANCE of ES TURBO-COMPRESSOR 1 confirmed by the PRELIMINARY ACCEPTANCE REPORT signed by both PARTIES, whereby a copy of this PRELIMINARY ACCEPTANCE REPORT must be attached to this partial invoice or after expiration of the term specified in Article0 (2.10) herein, whichever occurs first;

- f) 10% of the CONTRACT PRICE as a partial invoice issued after handover of the completely new HC for ES TURBO-COMPRESSOR 2, including all goods (devices, equipment, sensors, cables and other materials, except for ancillary materials and connecting materials) that are part of the delivery of the new HYDRAULIC ASSEMBLY for ES TURBO-COMPRESSOR 1 to the SITE (milestone 6 of the CONTRACT SCHEDULE) confirmed by the corresponding MILESTONE COMPLETION CERTIFICATE pursuant to Subsection 3.3 herein, a copy of which must be attached to such partial invoice, and after proper delivery and/or execution and/or provisioning of all other goods and/or work and/or services and/or any other performance that the CONTRACTOR is obliged to deliver and/or perform and/or provide under the CONTRACT SCHEDULE by the expiration of milestone 6 of the schedule;
- g) 15% of the CONTRACT PRICE as a partial invoice issued after ACCEPTANCE of ES TURBO-COMPRESSOR 2 (milestone 7 of the CONTRACT SCHEDULE) confirmed by the corresponding ACCEPTANCE REPORT by other PARTIES, a copy of which must be attached to such partial invoice, and after proper delivery and/or execution and/or provisioning of all other goods and/or work and/or services and/or any other performance that the CONTRACTOR is obliged to deliver and/or perform and/or provide under the CONTRACT SCHEDULE by ACCEPTANCE of ES TURBO-COMPRESSOR 2 or after PRELIMINARY ACCEPTANCE of ES TURBO-COMPRESSOR 2 confirmed by the PRELIMINARY ACCEPTANCE REPORT signed by both PARTIES, whereby a copy of this PRELIMINARY ACCEPTANCE REPORT must be attached to this partial invoice or after expiration of the term specified in Article0 (2.10) herein, whichever occurs first;
- h) 15% of the CONTRACT PRICE as a partial invoice issued after ACCEPTANCE of ES TURBO-COMPRESSOR 2 (milestone 8 of the CONTRACT SCHEDULE) confirmed by the corresponding ACCEPTANCE REPORT by other PARTIES, a copy of which must be attached to such partial invoice, and after proper delivery and/or execution and/or provisioning of all other goods and/or work and/or services and/or any other performance that the CONTRACTOR is obliged to deliver and/or perform and/or provide under the CONTRACT SCHEDULE by ACCEPTANCE of ES TURBO-COMPRESSOR 2 or after PRELIMINARY ACCEPTANCE of ES TURBO-COMPRESSOR 2 confirmed by the PRELIMINARY ACCEPTANCE REPORT signed by both PARTIES, whereby a copy of this PRELIMINARY ACCEPTANCE REPORT must be attached to this partial invoice or after expiration of the term specified in Article0 (2.10) herein, whichever occurs first;

## **2. Advance payment**

- 2.1. The CONTRACTOR shall issue and deliver an invoice to the CLIENT for the advance payment pursuant to Subsection 1 (a) herein, which must contain the following particulars at a minimum:
  - a) Indication that the invoice is for an advance payment;
  - b) The serial number of the advance invoice;
  - c) The business name, registered office (or place of business), Org. ID, Tax ID, VAT ID of both PARTIES;
  - d) The CONTRACTOR'S bank details in IBAN and SWIFT/BIC formats;
  - e) Variable symbol for payment;

- f) The name and number of the CLIENT'S investment project: "ET/15306-RO-HCES - Úprava hydraulických častí pre 2+1 ES-25MW, KS01" (lit.: "ET/15306-RO-HCES - Modification of hydraulic assemblies for 2+1 ES-25MW");
  - g) The number of the CONTRACT (including valid addenda) and number of the CLIENT'S order;
  - h) Place of CONTRACT performance;
  - i) Invoice issued date and invoice dispatch date;
  - j) Payment order specified as the form of payment;
  - k) Subject of the invoice and designation of the corresponding payment milestone per the CONTRACT;
  - l) Invoice payment term or date pursuant to the CONTRACT;
  - m) Amount of the advance payment;
  - n) The specific words: "Fakturácia za dodávku diela v rozsahu podľa článku I bod 2 zmluvy č. 225/19/EUS" (lit.: "Invoicing for delivery of the work in the scope under Article I (2) of contract no. 225/19/EUS");
  - o) The name, signature and phone contact for the person responsible for issuing the invoice;
  - p) The stamp of the party issuing the invoice;
- 2.2. If the CONTRACTOR fails to deliver the invoice for the advance payment to the CLIENT pursuant to Subsection 2.1 herein, the CLIENT is not obliged to pay the advance payment to the CONTRACTOR.
- 2.3. For the advance payment pursuant to Subsection 1 (a) herein, the CONTRACTOR shall issue a corresponding invoice for received payment within the deadline specified under valid VAT legislation. Such invoice must be issued and contain the particulars specified in Subsection 3.1 herein.
- 2.4. If the subject hereof is not executed, the CONTRACTOR shall return the paid advance payment upon CLIENT request sent via registered mail together with a 0.02% surcharge on the paid amount of the advance payment for every day from payment of the advance payment to delivery of the call from the CLIENT, capped at a limit of 10%. The advance payment with the surcharge pursuant to the previous sentence must be refunded to the CLIENT'S account specified in the call within 21 days from receipt of the call from the CLIENT. The date of delivery of the call is defined as the third consecutive day from the date specified in the CLIENT'S register of outgoing registered mail. The date of payment is defined as the date on which the outstanding amount is credited to the CONTRACTOR'S account. If the CONTRACTOR fails to return the paid advance payment together with the surcharge as specified herein within 21 days, the CLIENT is authorised to charge the CONTRACTOR default interest in the amount of 0.02% of the outstanding amount for every day of default, capped at a maximum of 10%.

### **3. Partial invoice**

- 3.1. Every partial invoice issued under the terms hereof must be issued in accordance with valid legislation and must contain all pertinent details and contain the following particulars:
- a) Indication that the document is an invoice;

- b) The serial number of the invoice;
- c) The business name, registered office (or place of business), Org. ID, Tax ID, VAT ID of both PARTIES;
- d) The CONTRACTOR'S bank details in IBAN and SWIFT/BIC formats;
- e) Place of the CONTRACTOR'S registration and the number of the document under which it was registered;
- f) Variable symbol for payment;
- g) The name and number of the CLIENT'S investment project: "ET/15306-RO-HCES - Úprava hydraulických častí pre 2+1 ES-25MW, KS01" (lit.: "ET/15306-RO-HCES - Modification of hydraulic assemblies for 2+1 ES-25MW");
- h) The number of the CONTRACT (including valid annexes) and the number of the CLIENT'S order with specifications of the date of their conclusion or creation;
- i) Site of performance of the CONTRACT and site of performance of work (if other than the site of performance hereof);
- j) Invoice issued date and invoice dispatch date;
- k) Payment order specified as the form of payment;
- l) The date on which the goods delivered or the services provided were accepted by the CLIENT or the date on which payment was received (if payment was received before delivery of the goods or provisioning of the services was completed) if such date can be defined and if different from the invoice issue date;
- m) Subject of the invoice and designation of the corresponding payment milestone per the CONTRACT;
- n) The quantity and type of the delivered goods or the scope and kind of delivered service;
- o) The invoice payment date pursuant to the CONTRACT;
- p) Total amount;
- q) VAT base for every individual tax rate, the unit price exclusive of VAT and discounts and rebates if not included in the unit price;
- r) The VAT rate or details concerning exemption from VAT; for exemption from VAT, a reference must be made to the applicable provisions of the corresponding law or to Council Directive 2006/112/EC of 28 November 2006 on the common system of value added tax, as amended, and the words "dodanie je oslobodené od dane" (lit.: "tax-exempt delivery");
- s) The amount of VAT total in Euros to be paid;
- t) Subtraction of any paid advances (if applicable);
- u) Total due;
- v) With respect to a trilateral transaction, such fact must be referenced in the invoice itself;
- w) The name, signature and phone contact for the person responsible for issuing the invoice;
- x) An imprint of the stamp of the party issuing the invoice;
- y) The words "vyhotovenie faktúry odberateľom" (lit.: "customer-issued invoice"), if the customer who receives the goods or services completes the invoice under

valid legislation;

z) The words “prenesenie daňovej povinnosti” (lit.: “reverse charge”) if the party obliged to pay tax is the recipient of the goods or service;

aa) The specific words: “Fakturácia za dodávku diela v rozsahu podľa článku I bod 2 zmluvy č. 225/19/EUS” (lit.: “Invoicing for delivery of the work in the scope under Article I (2) of contract no. 225/19/EUS”);

3.2. If the CONTRACTOR is registered as a VAT payer in Slovakia, it is obliged on all invoices issued under the terms hereof (for deliveries subject to VAT and not exempt) to apply the regime of the domestic transfer of VAT obligations from the CONTRACTOR to the CLIENT and is obliged to include the following words on the invoice: “Činnosti v oblasti stavebných prác podľa časti F CPA” (lit.: “Construction work activities pursuant to CPA Part F”) and the corresponding number pursuant to CPA Part F.

3.3. For every partial invoice under Subsection 1 herein, except for the partial invoice under Subsection 1(g) herein, a written record must be attached to certify completion of the corresponding milestone in the CONTRACT SCHEDULE (“MILESTONE COMPLETION CERTIFICATE”). Every MILESTONE COMPLETION CERTIFICATE must contain the following pertinent details at a minimum:

- a) Indication that the document is a MILESTONE COMPLETION CERTIFICATE as defined herein;
- b) identification details of both PARTIES;
- c) the CLIENT-assigned serial number of the CONTRACT and the number of the CLIENT’S order;
- d) the names and positions of person authorised to confirm the MILESTONE COMPLETION CERTIFICATE;
- e) identification, a brief description and the scope of the milestone;
- f) the CONTRACTOR’S declaration that the milestone has been completed in full, in accordance herewith and free of any DEFECTS PREVENTING ACCEPTANCE;
- g) a list of documentation provided by the CONTRACTOR to the CLIENT within the milestone (If applicable);
- h) a list of MINOR DEFECTS, including missing documentation, the CONTRACTOR is obliged to turn over to the CLIENT within the milestone together with methods and deadlines for their completion;
- i) further information if necessary, to properly document fulfilment of the CONTRACTOR’S contractual obligations pursuant to the given milestone;
- j) signatures of the authorised representatives of both PARTIES and the date of signature of the MILESTONE COMPLETION CERTIFICATE by the authorised representatives of both PARTIES;

3.4. Every milestone is considered accomplished on the date of signature of the corresponding MILESTONE COMPLETION CERTIFICATE by the CLIENT’S authorised representative.

#### **4. Final invoice**

- 4.1. The PARTIES agree for the purposes hereof that a partial invoice under Subsection 1 (g) herein is a final invoice ("FINAL INVOICE") and the CLIENT'S payment based on the FINAL INVOICE is considered final payment ("FINAL PAYMENT").
- 4.2. The CLIENT shall pay the FINAL PAYMENT after cumulative fulfilment of the following conditions:
- a) The CONTRACTOR delivered the FINAL INVOICE to the CLIENT with all related annexes thereto that the CONTRACTOR is obliged to provide with the FINAL INVOICE to the CLIENT as defined herein;
  - b) The CLIENT received the DEFECT LIABILITY BOND BANK GUARANTEE pursuant to Article0 (3) herein and Annex 6 hereto if the subject hereof was accepted by the CLIENT with MINOR DEFECTS;
  - c) The CLIENT received the MAINTENANCE BOND BANK GUARANTEE under Article0 (4) herein and Annex 7 hereto;
- 4.3. If all condition for payment of the FINAL PAYMENT pursuant to Subsection 4.2 herein are not met in a cumulative manner at least 10 working days before the expiration of the payment term of the FINAL INVOICE for reasons for which the CLIENT is not responsible, the CLIENT shall pay the FINAL PAYMENT within 10 working days from the date of their cumulative fulfilment, whereby the CONTRACTOR has no right to any penalties or default interest from the CLIENT for such payment.

## **5. Invoicing for SW licenses**

- 5.1. If the subject hereof includes any software, the CONTRACTOR shall invoice for this software in the FINAL INVOICE and must provide an itemised list of all software with the FINAL INVOICE containing all information pursuant to Annex 14.1 of the TECHNICAL SPECIFICATIONS regarding all individual software that the CONTRACTOR actually delivered and/or implemented for the CLIENT under the terms hereof and the CONTRACTOR'S declaration as to the nature of the delivered software.
- 5.2. The CONTRACTOR shall attach an itemised list of all hardware to the FINAL INVOICE as an annex thereto which must contain all the information pursuant to Annex 14.1 of the TECHNICAL SPECIFICATIONS regarding all individual hardware devices delivered to the CLIENT under the terms hereof.

## **6. Invoice payment terms**

- 6.1. The payment terms for all advance and partial invoices under the terms hereof are 60 days from delivery to the other PARTY. To clarify, the PARTIES agree that the date of invoice delivery is the date on which the invoice is delivered in paper form.
- 6.2. All financial liabilities are considered met on the date the outstanding amount is debited from the debtor's account to the creditor's account as the beneficiary. If the final day in an invoice payment term falls on a day off, non-working day or holiday according to the Slovak calendar, the following work day will be considered the date on which the payment is completed by the contracting partner under the same agreed price and payment conditions.

## **7. Other payment conditions**

- 7.1. If an invoice does not contain the pertinent details under the terms hereof, the CLIENT may return such invoice to the CONTRACTOR for correction without

- payment. In such case, the payment term is halted, and a new payment term begins on the date of delivery of the new or corrected invoice. In such case, the CONTRACTOR is not entitled to any penalties from the CLIENT for default on its payment obligation.
- 7.2. The CONTRACTOR is responsible for the accuracy of its bank details provided in the form of the IBAN and SWIFT (BIC) codes specified on its invoices. If the CONTRACTOR'S bank details in the form of IBAN and SWIFT (BIC) codes on the CONTRACTOR'S invoice do not match the bank details agreed upon herein, the CLIENT may complete payment of the invoiced amount using the bank details specified on the invoice. The CLIENT is not liable for damages that may result from the use of the incorrect bank details specified on an invoice issued by the CONTRACTOR. However, if the CLIENT incurs damages as a result, the CLIENT is authorised to seek compensation for damages from the CONTRACTOR.
- 7.3. All invoices shall be issued in the Euro currency. The payment obligations of both PARTIES shall be completed using the Euro currency.
- 7.4. The debtor and creditor are each responsible for their own bank fees. In the event of breach of any conditions related to payment, the PARTY responsible for such breach shall cover payment for all related bank fees.
- 7.5. The CONTRACTOR shall send its invoices to the CLIENT at the following address:  
eustream, a.s.  
Votrubova 11/A  
821 09 Bratislava  
Slovakia
- 7.6. The PARTIES agree that the assignment of any liabilities or receivables hereunder without the prior written agreement of the other PARTY is prohibited. Any transfer or assignment made without such prior written consent shall be null and void.

## **Article XVII.**

### **TAX ARRANGEMENTS**

**The following Provision 1 applies if the CONTRACTOR maintains its registered office in Slovakia:**

1. In stipulating their tax arrangements, the PARTIES are subject to valid legislation with the exclusion of the ability to assume tax obligations on behalf of the other PARTY, except in the case when the assumption of tax obligations on behalf of the other PARTY is required of the obliged PARTY under valid legislation.

**The following Provisions 2 to 12 apply if the CONTRACTOR maintains its registered office outside Slovakia:**

2. In stipulating their tax arrangements, the PARTIES are subject to the valid and effective legislation of the countries in which they are tax residents and in accordance with international law. The ability to assume tax obligations on behalf of the other PARTY is prohibited.
3. If the CONTRACTOR is not a tax resident of Slovakia, it shall furnish the CLIENT with officially certified confirmation from the tax (financial) authorities of its tax domicile (tax residence) within 10 days from the conclusion hereof, if not otherwise provided during conclusion hereof. If payment as specified herein shall be completed before the



expiration of this 10-day period from the conclusion hereof, the CONTRACTOR shall provide this confirmation upon the conclusion hereof or by the date of the first payment at the latest.

4. If the CONTRACTOR is not a tax resident of Slovakia, it shall furnish an affidavit in which it declares the following:
- if it does or does not have a permanent establishment in Slovakia or a fixed VAT establishment under valid Slovak legislation, the relevant double taxation treaty or applicable VAT legislation;
  - if the activities involved in the subject hereof are performed via this permanent establishment or fixed VAT establishment or if the subject hereof includes the delivery of SW or licenses, the affidavit shall specify the beneficial owner(s) of such SW/licenses;
  - if it, as a result hereof, may establish a permanent establishment in Slovakia, a fixed VAT establishment or tax obligations to employees or persons working for it in Slovakia under valid Slovak legislation and/or the applicable double taxation treaties or applicable VAT legislation;

The CONTRACTOR shall furnish this affidavit to the CLIENT within 10 days from the conclusion hereof, if not otherwise provided during conclusion hereof. If the CONTRACTOR establishes or dissolves a permanent establishment or fixed VAT establishment in Slovakia after conclusion hereof, it shall immediately report such fact to the CLIENT in writing.

5. If the CONTRACTOR is not a Slovak tax resident but conducts the subject hereof via its organisational unit located in Slovakia, it shall furnish the CLIENT with an officially certified copy of its extract from the Commercial Register of this organisational unit, which may be no more than 3 months old, within 10 days from the conclusion hereof, if not otherwise provided during conclusion hereof.
6. If the CONTRACTOR is a tax resident of a member state of the European Union (EU) or is a resident of a member state of the Economic Area (EEA) and it has an organisational unit or permanent establishment in Slovakia, it shall furnish a declaration to the CLIENT within 10 days from the conclusion hereof, if not otherwise provided during conclusion hereof that it is subject to income taxation in such EU or EEA member state from sources inside and outside this EU or EEA member state, whereby the CONTRACTOR is not considered a taxpayer with unlimited tax obligations in Slovakia. The CONTRACTOR shall furnish confirmation/an officially certified decision issued by the competent tax authorities in Slovakia to the CLIENT certifying payment of advance corporate income tax payments.
7. The CONTRACTOR, if not a tax resident of an EU or EEA member state but maintaining an organisational unit or permanent establishment in Slovakia, shall furnish the CLIENT with an officially certified copy of its income tax registration certificate for Slovakia and a (valid) decision issued by the relevant tax authorities certifying payment of advance tax payment pursuant to the income tax act valid and in force in Slovakia within 10 days from the conclusion hereof, if not otherwise provided during conclusion hereof. If the CONTRACTOR provides these materials in a timely manner, the CLIENT will not withhold the corresponding tax security amount or shall proceed in accordance with the pertinent details provided in the decision from the relevant tax authorities.
8. If the CONTRACTOR which is not a tax resident of an EU or EEA member state but which maintains an organisational unit or permanent establishment in Slovakia fails to provide such decision issued by the relevant tax authorities certifying payment of

advance tax payment pursuant Subsection 7 herein, the CLIENT shall withhold the corresponding tax security amount from payments or the withholding tax in accordance with the income tax act valid and in force in Slovakia or in accordance with the applicable double taxation treaty if it takes priority over the income tax act, and on the date of payment.

9. In the case of a CONTRACTOR which is not a tax resident of an EU or EEA member state but which maintains an organisational unit or permanent establishment in Slovakia, the CLIENT is authorised to withhold the corresponding tax security amount from payments or the withholding tax in accordance with the income tax act valid and in force in Slovakia or in accordance with the applicable double taxation treaty if it takes priority over the income tax act.
10. If the CONTRACTOR is a registered VAT payer in Slovakia, it shall furnish the CLIENT with an officially certified copy of its VAT registration certificate with a current date of verification. If the CONTRACTOR is a registered VAT payer in another EU member state and the subject hereof will be performed as a VAT payer registered for VAT in such other EU member state (meaning the given EU member state has issued a VAT number), it shall also furnish the CLIENT with an officially certified copy of its VAT registration certificate from the country in which it registered as a VAT payer (which assigned the VAT number under which the subject hereof will be completed).
11. If the CONTRACTOR will complete the subject hereof via its organisational unit located in Slovakia or its fixed VAT establishment under valid legislation, whereby such organisational unit or permanent establishment is a VAT payer in Slovakia, the CONTRACTOR shall provide the CLIENT with an officially certified copy of its VAT registration certificate with a current date of verification and upon request of the CLIENT any necessary affidavits concerning application of any deduction / application of the right to deduct VAT.
12. If the tax authorities return the withheld and transferred advance payment functioning as tax security or withholding tax via the taxpayer, i.e. the CLIENT, to the CONTRACTOR, this amount shall be transferred to the CONTRACTOR'S account in the amount and currency specified in the decision issued by the competent tax authorities and in a maximum of the amount of the withheld tax in a foreign currency.

**The following provisions of Subsections 13 to 21 apply regardless of if the CONTRACTOR maintains its registered office in Slovakia or outside Slovakia:**

13. The PARTIES commit to accept changes in Slovak legislation concerning the tax obligations of the PARTIES related hereto and to respect their application over the period of their validity. The CONTRACTOR commits to immediately consult with the CLIENT regarding any change in its tax obligations to Slovakia and, upon request, to furnish all materials necessary to the CLIENT for the proper settlement of its tax obligations.
14. The CONTRACTOR commits to refrain from applying the special regime concerning the application of VAT based on receipt of payment for delivery of goods or services ("special VAT regime") over the duration hereof. Otherwise, the CONTRACTOR shall compensate the CLIENT for any and all costs, including damages, additional tax payments and penalties incurred by the CLIENT in connection with breach of obligations by the CONTRACTOR pursuant to the previous sentence.
15. If the CONTRACTOR is a registered VAT payer in Slovakia, including as a foreign entity with a permanent establishment registered for VAT in Slovakia, and the invoice for the subject hereof is issued under a VAT number issued in Slovakia, the CONTRACTOR hereby declares that:

- (i) no reasons exist as of the signature date hereof based on which the CLIENT should or could be a guarantor for the CONTRACTOR'S tax obligations arising from the VAT the CONTRACTOR charged the CLIENT or will charge on a price under the terms hereof pursuant to §69 (14) in connection with §69b of the VAT ACT;
  - (ii) if required by the VAT ACT, it files standard VAT returns and, if there is an obligation to pay VAT, completes such payment to the competent tax authorities within the agreed payment term;
  - (iii) if obliged to pay VAT under the VAT ACT, it has no intention of not paying the VAT related to the subject hereof or the intention of subverting such VAT or otherwise gaining a tax advantage and has no intention of getting into a position where it will be unable to pay this VAT.
16. If the CONTRACTOR fails to confirm in writing to the CLIENT at the time a tax obligation is established that the CLIENT is not obliged to function as a guarantor for VAT under §69 (14) of the VAT ACT, and if the CONTRACTOR is published in the VAT Payer Blacklist issued by the Financial Directorate of the Slovakia Republic, whereby grounds would have been established for cancellation of its VAT registration pursuant to the above specific provisions under Subsection 15 herein, the CLIENT is authorised to withhold the amount equal to the VAT from every relevant invoice issued by the CONTRACTOR, to which the CONTRACTOR specifically agrees.
17. If the CONTRACTOR is actually a consortium of multiple legal entities, and the CONSORTIUM is not an independent legal entity, the CONTRACTOR is obliged within 10 days from the conclusion date hereof at the latest or together with the first invoice specified herein, whichever occurs first (and if not otherwise performed upon conclusion hereof) to provide the CLIENT with an officially certified copy of the CONSORTIUM AGREEMENT concluded between the MEMBERS OF THE CONSORTIUM functioning as the CONTRACTOR pursuant to the terms hereof, whereby such CONSORTIUM AGREEMENT must clearly identify the CONSORTIUM MEMBER authorised to issue all invoices for the work, services and/or deliveries completed under the terms hereof (Article I (II) or other provisions hereof) on behalf of the CONTRACTOR (i.e. on behalf of the entire consortium comprising the CONTRACTOR).
18. The CONTRACTOR is responsible for the accuracy of any information and/or documents provided to the CLIENT for the purposes of settling its tax obligations and for providing them in a timely manner.
19. Regardless of any other provisions hereof, the CLIENT is entitled to compensation from the CONTRACTOR for any damages incurred in connection with breach of the CONTRACTOR'S obligations as specified herein and/or specified in legislation and/or in international treaties or agreements or the breach of any of the CONTRACTOR'S registration requirements under valid Slovak law concerning taxation, including tax withholding, tax security, VAT, fines and interest and other taxes, duties and penalties the CLIENT is obliged to pay as a result of such circumstance and/or that are levied against the CLIENT by the tax authorities under valid legislation and/or international treaties or agreements for the same reason (e.g. if the CLIENT is unable to fulfil its obligation to inform the relevant tax authorities or fails to withhold an advance payment functioning as tax security because the CONTRACTOR fails to fulfil its obligations herein or if the CONTRACTOR incorrectly applies the reverse charge regime to the CLIENT instead of applying tax at its output, and vice versa, etc.).
20. The PARTIES commit to act in concert and to inform one another of their intentions while aligning their procedures with regards to their tax administrators for the purposes of ensuring the CONTRACTOR and the CLIENT apply a uniform VAT regime.

## **Article XVIII.**

### **LICENSE PROVISIONS AND USER RIGHTS**

1. If the CONTRACTOR in the performance hereof delivers and/or implements SW provided for the purposes of ensuring the proper use of the subject hereof, the CONTRACTOR shall proceed in accordance with the provisions herein and applicable provisions of the TECHNICAL SPECIFICATIONS and its Annexes 14.1 and 14.2.
2. The CONTRACTOR hereby grants the CLIENT unrestricted and unlimited temporal rights to use SW and COPYRIGHTED WORKS in the scope necessary to implement the PROJECT and to properly use the subject hereof ("LICENSE").
3. The CONTRACTOR also grants the CLIENT the right to provide consent to third parties to use the SW and COPYRIGHTED WORKS to which the CONTRACTOR holds or grants rights for their use in the scope of the issued LICENSE.
4. If the CONTRACTOR is not the holder or provider of the rights to use SW and/or COPYRIGHTED WORKS, the CONTRACTOR shall secure the right to use such SW and/or COPYRIGHTED WORKS for the CLIENT in the scope specified in Subsections 2 and 3 herein. The CONTRACTOR shall properly demonstrate the fulfilment of such obligation to the CLIENT before ACCEPTANCE. Failure to comply with this obligation is considered a material breach hereof and may be grounds for the CLIENT to refuse to accept the subject hereof due to incompleteness.
5. Compensation for providing the LICENSE is included in the CONTRACT PRICE and must be a separate line item in the FINAL INVOICE pursuant to Article (4) herein.
6. The CONTRACTOR retains exclusive title over all intellectual property rights owned and/or created by the CONTRACTOR under the terms hereof. To clarify, the CONTRACTOR transfers title to the documentation provided by the CONTRACTOR hereunder to the CLIENT.
7. The CONTRACTOR declares that it holds rights to the SW and COPYRIGHTED WORKS, which are not encumbered by any third-party rights that would otherwise prevent proper enforcement of the LICENSE, and is otherwise responsible for related damages. The CONTRACTOR commits to take all effective measures to protect its intellectual property rights and to protect the rights assigned to the CLIENT under the LICENSE at its own cost, and for which the CLIENT commits to provide the CONTRACTOR with the necessary cooperation.
8. If any proceedings or any claims are made against the CLIENT in connection with violation of any rights to the SW and/or COPYRIGHTED WORKS, the CLIENT shall inform the CONTRACTOR of such fact without any undue delay. The CONTRACTOR has the right to engaged at its own cost and at its own discretion into such proceedings or negotiations regarding such claims, including negotiations to settle such proceedings or claim. The CLIENT shall not make any declarations that could have a negative impact on any such proceedings or claim. Upon CONTRACTOR request, the CLIENT shall provide the CONTRACTOR with all adequate cooperation necessary to conduct such proceedings or claim. In the event of an real or alleged infringement of the rights hereunder on the part of the CLIENT, the CONTRACTOR shall obtain a LICENSE at its own cost to remedy any infringement of such rights and provide the CLIENT

with LICENSE pursuant to Subsections 2 and 3 herein for proper use of the subject hereof.

9. The CLIENT is authorised to modify the SW at its own risk as necessary to ensure proper use of the subject hereof (e.g. adjusting alarm values, control parameters, control algorithms, etc.), whereby execution of such changes may be entrusted to a third party under the condition that:
  - (i) such SW modifications are performed exclusively for the purposes of implementing the PROJECT and the proper use of the subject hereof, and
  - (ii) the CLIENT uses such modified SW exclusively for the purposes of implementing the PROJECT and the proper use of the subject hereof in accordance with the LICENSE, and
  - (iii) all modifications are properly documented, and
  - (iv) the CONTRACTOR'S intellectual property rights concerning the SW prior to such modification remain intact after modification of the SW.
10. Regardless of the provisions of Subsection 9 herein, the CONTRACTOR shall reject all risks and responsibility under SW modification completed by the CLIENT (or a third party upon CLIENT request) without any relevant written consent, supervision, support or assistance from the CONTRACTOR when performing such modifications.
11. The CLIENT is authorised to modify the provide COPYRIGHTED WORKS and the technical solutions contained or depicted therein, whereby the performance of such changes may be entrusted to a third party. Such modified COPYRIGHTED WORKS and technical solutions may only be used by the CLIENT for its own needs, specifically to implement the PROJECT and for proper use of the subject hereof.
12. The CONTRACTOR shall provide the access administrator names and passwords and/or HW keys permitting modification of SW and/or COPYRIGHTED WORKS to the CLIENT in accordance with Subsection 9 herein upon ACCEPTANCE at the latest.
13. The CONTRACTOR commits to immediately inform the CLIENT of any material circumstances it becomes aware of (e.g. legal conditions or infringement) and concerning reporting, maintaining, enforcing or protecting the rights of the CLIENT and shall give support to the CLIENT in the event of any disputes involving third parties.
14. The CONTRACTOR shall also provide the CLIENT with the information necessary upon request and without delay as needed to properly apply any withholding tax pursuant to valid legislation.
15. The CLIENT is authorised to conduct the scanning of the delivered HW using the Audit Pro software or other suitable software prior to ACCEPTANCE or PRELIMINARY ACCEPTANCE (whichever occurs first).

## **Article XIX.**

### **SECURITY FOR EXECUTION OF THE CONTRACT**

#### **1. Advance payment bank guarantee**

- 1.1. The CONTRACTOR shall provide the CLIENT with a bank guarantee pursuant to Subsection 1 herein for the advance payment pursuant to Article0 (1)(a) herein together with the invoice pursuant to Article (1)(a) herein ("ADVANCE PAYMENT BOND BANK GUARANTEE"), which must be issued in an amount equal to the amount of the advance payment. To clarify, the ADVANCE PAYMENT BOND BANK GUARANTEE must be delivered to the CLIENT in its original paper form within the specified term.
- 1.2. The ADVANCE PAYMENT BOND BANK GUARANTEE must be issued by a bank with a long-term rating of no less than Baa2 issued by Moody's Investors Service Ltd, UK or BBB issued by Fitch Ratings Ltd, UK or BBB issued by Standard & Poor's Credit Market Services Europe Limited, UK, or an equivalent rating from another rating agency meeting the criteria for recognition as a rating agency under the List of ECAs registered or certified in accordance with Regulation (EC) 1060/2009 of the European Parliament and of the Council of 16 September 2009, whereby the CONTRACTOR shall provide proof of the rating of the bank issuing the guarantee together with the ADVANCE PAYMENT BOND BANK GUARANTEE.
- 1.3. The ADVANCE PAYMENT BOND BANK GUARANTEE must be valid for a minimum of three months from accomplishment of the payment milestone defined in Article0 (1)(b) herein that results in the issuance of the partial invoice in which the advance payment will be settled.
- 1.4. If the ADVANCE PAYMENT BOND BANK GUARANTEE is not valid over the duration of the period defined in Subsection 1.3 herein, the CONTRACTOR shall extend the validity thereof or issue a new ADVANCE PAYMENT BOND BANK GUARANTEE meeting the conditions laid down in Subsection 1 herein at least 3 months prior to expiration of the valid term of the original ADVANCE PAYMENT BOND BANK GUARANTEE. Otherwise, the CLIENT will be authorised to seek satisfaction of the full amount covered by the corresponding ADVANCE PAYMENT BOND BANK GUARANTEE.
- 1.5. If the CONTRACTOR commits a material breach hereof in the period prior to accomplishment of the payment milestone specified in Article0 (1)(b) herein, the CLIENT has the right to seek satisfaction up to the full amount covered by the ADVANCE PAYMENT BOND BANK GUARANTEE..
- 1.6. The ADVANCE PAYMENT BOND BANK GUARANTEE must be issued in accordance with the template specified in Annex 4 hereto.
- 1.7. The CONTRACTOR shall cover all fees associated with the ADVANCE PAYMENT BOND BANK GUARANTEE.

## **2. Performance bond bank guarantee**

- 2.1. The CONTRACTOR shall provide the CLIENT with a bank guarantee for performance hereof in the amount of 10% of the CONTRACT PRICE issued by a bank that meets the requirements specified in Subsection 1.2 herein upon delivery of the partial invoice under Article0 (1)(b) herein to the CLIENT at the latest ("PERFORMANCE BOND BANK GUARANTEE"). To clarify, the PERFORMANCE BOND BANK GUARANTEE must be delivered to the CLIENT in its original paper form within the specified term.

- 2.2. The PERFORMANCE BOND BANK GUARANTEE must be valid for a minimum of three months from the signature date of the ACCEPTANCE REPORT by both PARTIES.
- 2.3. If the PERFORMANCE BOND BANK GUARANTEE is not valid over the duration of the period defined in Subsection 2.2 herein, the CONTRACTOR shall extend the validity thereof or issue a new PERFORMANCE BOND BANK GUARANTEE meeting the conditions laid down in Subsection 2 herein at least 3 months prior to expiration of the valid term of the original PERFORMANCE BOND BANK GUARANTEE. Otherwise, the CLIENT is authorised to withhold any payment due under the terms hereof up to the total amount secured by the PERFORMANCE BOND BANK GUARANTEE.
- 2.4. The PERFORMANCE BOND BANK GUARANTEE must be issued in accordance with the template specified in Annex 5 hereto.
- 2.5. The CONTRACTOR shall cover all fees associated with the PERFORMANCE BOND BANK GUARANTEE.
- 2.6. If the CONTRACTOR commits a material breach hereof prior to ACCEPTANCE, the CLIENT has the right to seek satisfaction up to the total amount secured by the PERFORMANCE BOND BANK GUARANTEE.

### **3. Defect liability bond bank guarantee**

- 3.1. In the event of ACCEPTANCE with MINOR DEFECTS, the CONTRACTOR shall provide the CLIENT with a bank guarantee to ensure the full and timely remedy of all MINOR DEFECTS in the amount of 5% of the CONTRACT PRICE issued by a bank that meets the requirements specified in Subsection 1.2 herein by the date of delivery of the FINAL INVOICE to the CLIENT ("DEFECT LIABILITY BOND BANK GUARANTEE"). To clarify, the DEFECT LIABILITY BOND BANK GUARANTEE must be delivered to the CLIENT in its original paper form within the specified term.
- 3.2. The DEFECT LIABILITY BOND BANK GUARANTEE must be valid for a minimum of three months from remedy of all MINOR DEFECTS.
- 3.3. If the DEFECT LIABILITY BOND BANK GUARANTEE is not valid over the duration of the period defined in Subsection 3.2 herein, the CONTRACTOR shall extend the validity thereof or issue a new DEFECT LIABILITY BOND BANK GUARANTEE meeting the conditions laid down in Subsection 3 herein at least 3 months prior to expiration of the valid term of the original DEFECT LIABILITY BOND BANK GUARANTEE. Otherwise, the CLIENT will be authorised to seek satisfaction of the full amount covered by the corresponding DEFECT LIABILITY BOND BANK GUARANTEE.
- 3.4. If the CONTRACTOR remedies all MINOR DEFECTS prior to the deadline for such remedy, the CLIENT is obliged to release the DEFECT LIABILITY BOND BANK GUARANTEE within 30 days of their demonstrable remedy.
- 3.5. The DEFECT LIABILITY BOND BANK GUARANTEE must be issued in accordance with the template specified in Annex 6 hereto.
- 3.6. The CONTRACTOR shall cover all fees associated with the DEFECT LIABILITY BOND BANK GUARANTEE.

- 3.7. The CLIENT'S right to satisfaction up to the full amount of the DEFECT LIABILITY BOND BANK GUARANTEE is established if the CONTRACTOR is in default with remedy of any MINOR DEFECTS.

#### **4. Maintenance bond bank guarantee**

- 4.1. The CONTRACTOR shall provide the CLIENT with a bank guarantee to ensure the full and timely performance of all the CONTRACTOR'S maintenance obligations hereunder in the amount of 5% of the CONTRACT PRICE issued by a bank that meets the requirements specified in Subsection 1.2 herein by the date of delivery of the FINAL INVOICE to the CLIENT ("MAINTENANCE BOND BANK GUARANTEE"). To clarify, the MAINTENANCE BOND BANK GUARANTEE must be delivered to the CLIENT in its original paper form within the specified term.
- 4.2. The MAINTENANCE BOND BANK GUARANTEE must be valid for a minimum of three months from remedy of all MINOR DEFECTS.
- 4.3. If the MAINTENANCE BOND BANK GUARANTEE is not valid over the duration of the period defined in Subsection 4.2 herein, the CONTRACTOR shall extend the validity thereof or issue a new MAINTENANCE BOND BANK GUARANTEE meeting the conditions laid down in Subsection 4 herein at least 3 months prior to expiration of the valid term of the original MAINTENANCE BOND BANK GUARANTEE. Otherwise, the CLIENT will be authorised to seek satisfaction of the full amount covered by the corresponding MAINTENANCE BOND BANK GUARANTEE.
- 4.4. The MAINTENANCE BOND BANK GUARANTEE must be issued in accordance with the template specified in Annex 7 hereto.
- 4.5. The CONTRACTOR shall cover all fees associated with the MAINTENANCE BOND BANK GUARANTEE.
- 4.6. The CLIENT'S entitlement to satisfaction up to the full amount of the MAINTENANCE BOND BANK GUARANTEE is established upon the CONTRACTOR'S failure to perform any of its maintenance obligations related to the subject hereof as specified in Article0 herein.

### **Article XX. LIABILITY**

1. Each of the PARTIES is liable for breach of obligations hereunder.
2. The PARTY in breach of any of its obligations hereunder shall indemnify for damages incurred by the other PARTY as a result of such breach.

### **Article XXI. CIRCUMSTANCES PRECLUDING LIABILITY**

1. Circumstances precluding liability include any impediments that occur independent of the will of the obliged party and prevent it from performing its obligations if it cannot be



- reasonable expected that the obliged party could have avoided or overcome such impediment or its consequences, and furthermore that it could have foreseen such impediment at the time such commitment was established.
2. Liability is not precluded in the case of impediments occurring at such time that the obliged party is currently in default with performance of its obligations or arising on the basis of economic conditions.
  3. A PARTY is not liable for failure to perform its obligations hereunder if it demonstrates that:
    - failure to perform was the result of extraordinary, unforeseen and irreversible events, and
    - the impediments and their consequences could not be foreseen at the time of conclusion hereof; and
    - the impediments or their consequences could not be prevented, avoided or overcome.
  4. The PARTY violating its obligation or that should know that it is in violation of its obligations under their contractual arrangement given all the circumstances shall notify the other PARTY of the nature of the impediment that is currently or will prevent them from performing their obligations and provide information as to their consequences. Such report must be filed without any undue delay after the obliged party becomes aware of such impediment, or could have become aware of such impediment by exercising all due care. The obliged party commits to indemnify for damages that otherwise could have been avoided through timely notification if it fails to perform its obligation to inform.
  5. The effects of circumstances precluding liability are restricted to the period in which the impediment associated with such effects endure.
  6. Circumstances precluding liability relieve the obliged party of its obligation to provide indemnity, a contractual fine or other contractually agreed penalties.
  7. Deadlines are extended by a term acceptable to the authorised party over the duration of such circumstances precluding liability. During such period, the authorised party waives the right, if it exists, to withdraw from the CONTRACT.
  8. If circumstances precluding liability endure for more than 12 months, any of the PARTIES is authorised to unilaterally withdraw from the CONTRACT.

## **Article XXII.**

### **INSURANCE**

1. For its own protection and at its own cost, the CONTRACTOR shall conclude an insurance policy covering its construction and installation activities for the portion of the subject hereof to be performed at the SITE. Such insurance must cover the CONTRACTOR'S property and its liability for damages caused in connection with completion of the subject hereof at the SITE in a scope and with adequate insurance coverage with respect to the scope and nature of activities and deliveries completed at the SITE and the conditions for performance hereof, and in a minimum of the following scope:
  - a) Property insurance covering the subject hereof in the following minimum scope:
    - (i) All-risk coverage with a limit on insurance benefits of min. EUR 1,000,000;

- (ii) Insurance covering theft via burglary or robbery and vandalism (deliberate damage) with a limit on insurance benefits of min. EUR 500,000;
    - (iii) Insurance covering existing and nearby property, including the CLIENT'S property and including insurance for underground cabling, piping and other underground installations with a limit on insurance benefits of min. EUR 1,000,000;
  - b) Insurance covering liability for damages related to performance hereof in the following scope at a minimum:
    - (i) Liability for damages related to installation activities at the SITE with a limit on insurance benefits of min. EUR 5,000,000;
    - (ii) Environmental damage with a limit on insurance benefits of min. EUR 1,000,000;(risks insured under sub-paragraphs a) and b) herein are collectively referred to as "INSURED RISKS")
- 2. For the purposes of insurance under Subsection 1 herein:
  - a) The CONTRACTOR is the policyholder;
  - b) The CONTRACTOR, the CLIENT and the SUBCONTRACTORS are the insured parties.
- 3. The CONTRACTOR commits to maintain the insurance policy under Subsection 1 herein valid so that to ensure continuous coverage of the INSURED RISKS from CONTRACTOR acceptance of the SITE from the CLIENT until ACCEPTANCE.
- 4. The CONTRACTOR shall provide the CLIENT with a copy of the valid insurance policy under Subsection 1 herein ("INSURANCE POLICY") within 15 working days from conclusion hereof at the latest, or upon acceptance of the SITE, whichever occurs first. In the event of any change to the INSURANCE POLICY, the CONTRACTOR shall provide the CLIENT with a copy of the INSURANCE POLICY immediately after and no more than 5 working days from conclusion of the related addendum to the INSURANCE POLICY.
- 5. If the CONTRACTOR fails to meet any of its obligations under Subsections 1 to 4 herein, the CLIENT is authorised to withhold any payment to the CONTRACTOR to which it is obliged hereunder until such time that the CONTRACTOR provides the CLIENT with a copy of the valid INSURANCE POLICY under Subsection 1 herein. In such case, the CONTRACTOR is not authorised to enforce any contractual penalties against the CLIENT for failure to meet its financial commitment. This has no prejudice on the CONTRACTOR'S obligations hereunder, including the obligation to comply with the deadlines for the performance hereof.

## **Article XXIII.**

### **WARRANTY**

- 1. The CONTRACTOR provides a warranty whereby all work, deliveries and/or performance (including all delivered equipment) to be delivered under the terms hereof shall be free of defects over the warranty period, including (but not exclusively) structural defects and material defects, and it also guarantees that the completed work shall be free of any defects. The CONTRACTOR warrants the materials and equipment it delivers are not encumbered by any third-party payments or claims.

2. The CONTRACTOR warrants the COMPRESSORS shall meet the requirements defined in the TECHNICAL SPECIFICATIONS over the duration of the warranty period. The CONTRACTOR warrants and guarantees the COMPRESSORS shall meet all the technical parameters specified in the TECHNICAL SPECIFICATIONS labelled as the GUARANTEED VALUES.
3. The warranty period under Subsections 1 and 2 herein is 36 months or 16,000 hours of operation, whichever occurs first, and begins on the date of ACCEPTANCE/PRELIMINARY ACCEPTANCE.
4. The PARTIES agree that any defects in the work and/or deliveries included in the subject hereof occurring during the warranty period and for which the CONTRACTOR is responsible shall be remedied by the CONTRACTOR at no charge. The CONTRACTOR shall commence the remediation of such defects without any undue delay, and within 10 working days from the application of a claim by the CLIENT, regardless of if the defect is covered under the warranty as specified herein or not. The CONTRACTOR shall cover any and all costs, including (but not exclusively) costs incurred by or in connection with the identification of defects, removal of defective parts, the installation of spare parts and all additional required deliveries and/or work, including COMPRESSOR tests that may be required.
5. Any replaced parts, performed repairs or completed work shall be subject to the same conditions and warranty period from the date of acceptance of the replaced part or completed work by the CLIENT under the condition that the validity of all warranties as specified hereunder expire in no less than 36 months from the original date of delivery of the new hydraulic assemblies for the COMPRESSORS at the SITE.
6. If a defect is sufficient grounds to assume that other parts may be affected by the same or similar defects, or such defect may have damaged other parts of the COMPRESSOR, the CLIENT shall be authorised to conduct an inspection of such defects at CONTRACTOR expense.
7. If any modifications or repairs conducted during the warranty period result in any shut-down of a COMPRESSOR, the warranty period under Subsection 3 shall be extended appropriately.
8. Reporting COMPRESSOR malfunctions  
The CONTRACTOR shall provide a phone number and email address upon ACCEPTANCE at the latest to be contacted at any time for the purposes of reporting any COMPRESSOR malfunctions. The CLIENT is considered to have met its obligation to immediately inform the CONTRACTOR of any COMPRESSOR malfunctions by contacting this phone number or provided email address. The CONTRACTOR shall confirm receipt of such report by the CONTRACTOR on the following working day at the latest.
9. If the CONTRACTOR does not remedy the reported defects within an adequate period of time or if repairs are necessary due to the CLIENT'S operational requirements that cannot be delayed and the CONTRACTOR does not commence the implementation of corrective measures within 72 hours of the report of such claim, the CLIENT is authorised to conduct such repairs itself or to authorised a third party to conduct such repairs at CONTRACTOR expense.
10. The CLIENT shall return all parts replaced during repairs to the CONTRACTOR after inspection. Moreover, the CONTRACTOR shall receive a report on the identified defects. Regardless of any previous provisions, the CLIENT shall be authorised to withdraw from the CONTRACT or seek compensation for any resulting damages if the CONTRACTOR refuses to remedy a defect or if such defect is not remediated without any undue delay.

11. The warranty covers the full scope of the subject hereof, including (but not exclusively) deliveries and work provided by SUBCONTRACTORS.
12. The CONTRACTOR bears the burden of proof with respect to any responsibility, or lack thereof, for a specified defect.
13. To clarify, the CONTRACTOR and the CLIENT shall engage an independent expert at CONTRACTOR expense to investigate any such case. The report provided by the independent expert will then function as the basis for further discussions.

## **Article XXIV.**

### **CONTRACTUAL PENALTIES**

#### **1. DEFAULT IN DELIVERY**

- 1.1 If the deadline for ACCEPTANCE of any of the ES TURBO-COMPRESSOR specified in Article 0 (1) herein is not met (milestones 5 and 8 of the CONTRACT SCHEDULE), the CLIENT shall be authorised to charge the CONTRACTOR a contractual fine of 1.5% of the PRICE FOR THE COMPRESSOR affected by such default and for every commenced week of default. This contractual fine may not exceed 25% of the CONTRACT PRICE for both ES TURBO-COMPRESSORS combined.
- 1.2 If the CONTRACTOR fails to meet the deadline for successful completion of the 72-hour test for either of the ES TURBO-COMPRESSORS specified in milestone 4 or 7 of the CONTRACT SCHEDULE, the CLIENT shall be authorised to charge the CONTRACTOR a contractual fine of 1% of the price for the COMPRESSOR affected by such default in delivery of the HYDRAULIC ASSEMBLY to the SITE and for every commenced week of default. This contractual fine may not exceed 20% of the CONTRACT PRICE.
- 1.3 If the CONTRACTOR fails to meet the deadline for delivery of the complete new HYDRAULIC ASSEMBLIES to the SITE specified in milestone 3 or 6 of the CONTRACT SCHEDULE, the CLIENT shall be authorised to charge the CONTRACTOR a contractual fine of 1% of the price for the COMPRESSOR affected by such default in delivery of the HYDRAULIC ASSEMBLIES to the SITE and for every commenced week of default. This contractual fine may not exceed 20% of the CONTRACT PRICE.
- 1.4 If the CONTRACTOR fails to meet the deadline for handover of the implementation project engineering documentation and accompanying documentation certified by an AUTHORISED PARTY specified in milestone 2 of the CONTRACT SCHEDULE, the CLIENT shall be authorised to charge the CONTRACTOR a contractual fine of 0.5 % of the price for the COMPRESSOR affected by such default in delivery of the documentation and for every commenced week of default. This contractual fine may not exceed 15 % of the CONTRACT PRICE for the given COMPRESSOR.

#### **2. PAYMENT DEFAULT**

- 2.1 Default in meeting any financial commitment authorises the creditor to charge the debtor default interest in the amount of 0.02% of the outstanding amount for every day of default.

- 2.2 The provisions of the previous paragraph concerning default interest do not apply to authorised withholding of payment pursuant hereto or to advance payments.

### **3. FAILURE TO DELIVER GUARANTEED VALUES**

- 3.1 Every one of the guaranteed points is considered met if the measured COMPRESSOR efficiency values are no more than 2% below the GUARANTEED VALUES or if the measured COMPRESSOR flow values are no more than 2% above or below the level of the GUARANTEED VALUES specified in the TECHNICAL SPECIFICATIONS. To clarify, the 2% deviation specified in the previous sentence is applied to the GUARANTEED VALUE of COMPRESSOR efficiency (for instance, if the GUARANTEED VALUE of COMPRESSOR efficiency is defined as  $\eta_i = 84\%$ , then this guarantee value is considered met if the measured value of such efficiency is  $\eta_i \geq (84-1.68)\%$ ).
- 3.2 If it is determined that any ES TURBO-COMPRESSOR does not meet the GUARANTEED VALUES specified at any point in the TECHNICAL SPECIFICATIONS during the 600-hour test, the CLIENT may charge the CONTRACTOR a contractual fine in the amount of 5% of the price of the COMPRESSOR for each individual guarantee point on its own and for every commenced percentage point of deviation from the guaranteed values for each ES TURBO-COMPRESSOR separately.
- 3.3 Charging of such contractual fine is conditional upon the provisioning of a deadline to achieve remedy, during which the CONTRACTOR is authorised to take corrective action towards meeting the GUARANTEED VALUES, whereby this period is 45 days from the completion of the given performance test. If the CONTRACTOR fails to take corrective action during this period or if the GUARANTEED VALUES are not met after corrective action is taken and the ES TURBO-COMPRESSOR performance test is repeated, the CONTRACTOR shall pay the CLIENT the contractual fine as specified herein.

### **4. PERMISSIBLE DEFAULT**

- 4.1 The obliged PARTY is not considered in default if it is unable to meet its obligation as a result of default on the part of the authorised PARTY.
5. The maximum amount of contractual fines the CLIENT may charge the CONTRACTOR for default in delivery and failure to deliver the GUARANTEED VALUES for both ES TURBO-COMPRESSORS together is 25% of the CONTRACT PRICE.
6. Regardless of the other provisions hereof, the CLIENT is entitled to compensation for damages resulting from CONTRACTOR default in addition to any paid contractual fine.

## **Article XXV. WITHDRAWAL FROM THE CONTRACT**

1. Any of the PARTIES is authorised to withdraw from the CONTRACT in the following instances:
- a) anticipated herein;
  - b) if the other PARTY commits a material breach hereof;

- c) if circumstances precluding liability pursuant to Article XIV, subsection 2 hereof endure for more than 6 months.
- 2. Material breach for the purposes hereof is defined as follows:
  - a) breach of a contractual obligation specifically defined herein as a material breach hereof, or
  - b) breach hereof if the obliged party (i.e. the PARTY breaching this CONTRACT):
    - knew at the time of the breach hereof, or
    - should have known given the circumstances known to it at the time of the breach hereof, or
    - could have known given the circumstances that should have been known to it at the time of the breach hereof while exercising all due professional care,that the authorised party (i.e. the PARTY not breaching this CONTRACT) would no longer have interest in such performance, or
  - c) any other breach of contractual obligations on the part of the obliged party if remedy does not occur within an additional 15-day period provided by the authorised party in a written call to remedy such breach.
- 3. The CLIENT may withdraw from the CONTRACT in the following instances:
  - 2.1 If the GUARANTEED VALUES identified during performance testing in the 600-hour test operation are more than 4% for every individual guaranteed point pursuant to the GUARANTEED VALUES specified in the TECHNICAL SPECIFICATIONS and if the CONTRACTOR fails to take corrective action within a 3-month period from performance of such performance tests that lead to the achievement of the GUARANTEED VALUES (this period does not apply to repeated performance tests).
  - 2.2 If the CONTRACTOR fails to commence the remedy of reported defects within 10 working days from the reporting of such claim.
  - 2.3 If the CONTRACTOR breaches its obligation under Article0 (3) hereof.
  - 2.4 If all contractual penalties under Subsections 1 and 3, charged by the CLIENT to the CONTRACTOR combined total 25% of the CONTRACT PRICE.
  - 2.5 If the CLIENT has such obligation or is permitted to do so under the PUBLIC PROCUREMENT ACT or any other legislation with which the CLIENT is obliged to comply.
- 3. Withdrawal from the CONTRACT must be completed in writing and must be delivered to the other PARTY. Withdrawal from the CONTRACT takes legal effect on the date of delivery of notice of withdrawal from the CONTRACT to the other PARTY.
- 4. Withdrawal from the CONTRACT has no prejudice against claims for damages arising from breach hereof, entitlement to contractual fines or other contractual provisions concerning the selected body of law, the resolution of disputes between the PARTIES and other provisions surviving termination hereof given the expressed will of the PARTIES or by their very nature.
- 5. The CLIENT has the right to withdraw from the CONTRACT with consideration given to performance that has already been accepted or that has not yet been affected by default if such performance (given its nature) has no economic significance for the CLIENT without the remainder of such performance.

## **Article XXVI.**

### **BODY OF LAW AND DISPUTE RESOLUTION**

**The following Provisions 1 and 2 apply if the CONTRACTOR maintains its registered office in Slovakia:**

1. This CONTRACT and 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 Slovak law, whereby conflicting standards contained in Slovak law and/or bilateral or multilateral international treaties and/or agreements shall not be applied.
2. The PARTIES agree that all disputes arising from the CONTRACT or in connection hereto shall be resolved upon the agreement of the PARTIES. If no such agreement is reached, the dispute shall be resolved with final validity by the local court with jurisdiction over the matter pursuant to procedural regulations valid in Slovakia.

**The following Provisions 2 to 12 apply if the CONTRACTOR maintains its registered office outside Slovakia:**

1. This CONTRACT and 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 Austrian law. The PARTIES hereby preclude the application of any and all conflicting standards laid down in legislation and in bilateral and/or multilateral international treaties and/or agreements that are a part of Austrian law.
2. The PARTIES hereby specifically agree that this CONTRACT is not subject to the UN Convention on the International Sale of Goods (the Vienna Convention).
3. The PARTIES agree that all disputes arising from the CONTRACT or in connection hereto shall be resolved upon the agreement of the PARTIES. If no such agreement is reached, the dispute shall be resolved with final validity under the valid rules of the court of arbitration maintained by the International Chamber of Commerce. The site of the arbitration proceeding shall be Vienna, Austria. The arbitration proceeding shall be conducted in English. The decision rendered in the arbitration proceeding shall be final and binding and may be registered at any court in the country of the CONTRACTOR'S registered office or in Slovakia with the authority to enforce such decision.

## **Article XXVII.**

### **FINAL PROVISIONS**

#### **1 Ineffective provisions**

- 1.1 If any provisions hereof become invalid, unlawful or unenforceable in any way, such fact shall not affect or otherwise infringe upon the validity, lawfulness or enforceability of the remaining provisions hereof.
- 1.2 If any provisions hereof become invalid (for instance as a result of a change in generally binding legislation), the PARTIES commit to replace the invalid portions hereof with new provisions pursuant to valid generally binding legislation and that as closely as possible approximate the intent followed by the PARTIES in the conclusion hereof.

## **2 Written form and language**

**The following Provisions 2.1 and 2.2 apply if the CONTRACTOR maintains its registered office in Slovakia or the Czech Republic:**

- 2.1 This CONTRACT Is completed in written form in 4 copies in Slovak, whereby each PARTY shall retain 2 complete copies.
- 2.2 The PARTIES agree that the language of communication for the purposes of the performance hereof is Slovak or Czech.

**The following Provisions 2.1 and 2.2 apply if the CONTRACTOR maintains its registered office outside of Slovakia or the Czech Republic:**

- 2.1 This CONTRACT Is completed in written form in 4 copies in English, whereby each PARTY shall retain 2 complete copies.
- 2.2 The PARTIES agree that the language of communication for the purposes of the performance hereof is English.
- 2.3 Modification hereof is only permitted in written form and contingent upon the agreement of both PARTIES.
- 2.4 So long as not specified otherwise herein, this CONTRACT may only be amended in writing upon the agreement of both PARTIES and exclusively in the form of addenda hereto. Addenda hereto must be numbered and signed by persons authorised to act on behalf of the PARTIES. Conclusion of an addendum hereto using means of electronic communication is precluded.

## **3 Order of priority of the documents**

- 3.1 The PARTIES agree that if any doubts arise as to the contents of the text hereof and the annexes hereto or any other document referenced herein, the PARTIES shall apply the following order for priority for the individual documents for the interpretation hereof and the rights and obligations arising hereunder:
  - 1. basic text of the CONTRACT (i.e. without annexes);
  - 2. TECHNICAL SPECIFICATIONS;
  - 3. INTERNAL REGULATIONS (Annex 8 hereto);
  - 4. documentation for implementation;
  - 5. other annexes hereto;
  - 6. other relevant documents.

## **4 Confidentiality**

- 4.1 The CONTRACTOR is prohibited from publishing, disclosing to third parties or otherwise using the information it ascertains within the performance hereof for any purpose other than the performance hereof.
- 4.2 This commitment on the part of the CONTRACTOR survives and remains valid after completion of the subject hereof and in the event of premature termination hereof.
- 4.3 The CONTRACTOR is obliged to commit its SUBCONTRACTORS and their employees to maintain such confidentiality, whereby this commitment must be specifically stated in its agreements and contracts with SUBCONTRACTORS and their employees.
- 4.4 The provisions hereof shall apply *mutatis mutandis* to the CLIENT.



## **5 Publication and advertising**

- 5.1 With respect to articles, films, photos and advertising materials, including press releases, using information or illustrations related to the subject hereof, the CONTRACTOR only has the right to complete and publish such materials when the CLIENT has granted prior written consent to such activity.

## **6 Waiver of the CLIENT from third-party rights**

- 6.1 The CONTRACTOR is responsible for violations of industrial property, intellectual property or other similar rights held by third parties if a breach of such rights occurred as a result of the CONTRACTOR'S activities or as a result of the use of the performance delivered by the CONTRACTOR.
- 6.2 The CONTRACTOR is obliged to relieve the CLIENT from any claims raised under the premise of alleged or real infringement of industrial property, intellectual property or other similar rights occurring in connection herewith or in connection to the performance provided under the terms hereof.
- 6.3 The CONTRACTOR commits to secure authorisation to use such industrial property, intellectual property or other similar rights (user rights) or the transfer of such rights for the CLIENT. The CONTRACTOR shall cover all related expenses and the PARTIES agree that such costs (if incurred) are considered included in the CONTRACT PRICE.

## **7 Validity and efficacy of the CONTRACT**

This CONTRACT is valid and takes effect upon its signature by both PARTIES.

## **8 Special Provisions**

- 8.1 Regardless of the remaining provisions hereof, the CONTRACTOR is aware that:
- a) This CONTRACT was concluded as a result of a public tender pursuant to the PUBLIC PROCUREMENT ACT;
  - b) Any addendum hereto and any other separate agreement (order) involving any change in the performance hereof and/or additional work pursuant hereto may only be concluded by the PARTIES under the condition that all applicable provisions of the PUBLIC PROCUREMENT ACT are fulfilled;
  - c) Under the PUBLIC PROCUREMENT ACT, the CLIENT is obliged to publish this CONTRACT and other information concerning its performance (such as the report on the conclusion hereof, reference to the performance hereof, the report on the completion hereof after its completion, etc.) in the manner and scope under the specified law;
- 8.2 The CONTRACTOR commits to provide the CLIENT upon its written request with the cooperation necessary to accomplish the CLIENT'S obligations under the PUBLIC PROCUREMENT ACT, specifically by providing the CLIENT with complete and accurate information and/or records required under the PUBLIC PROCUREMENT ACT.
- 8.3 The CONTRACTOR is aware over the duration hereof that it has the obligation (i) to register in the REGISTER pursuant to the REGISTER ACT and (ii) to fulfil all obligations under the REGISTER ACT in a full and timely manner. The

CONTRACTOR commits to ensure all SUBCONTRACTORS comply with the obligation to register in the REGISTER if so required and prior to conclusion of the relevant subcontracting agreement, as well as the full and timely performance of all other obligations under the REGISTER ACT. Violation of the obligations under the first and second sentences of Subsection 8.3 herein is considered a material breach hereof on the part of the CONTRACTOR.

- 8.4 The CONTRACTOR shall report any change in the details of the CONTRACTOR and/or any SUBCONTRACTOR, specifically (but not exclusively) including their registration in the REGISTER, as well as the data the CONTRACTOR is obliged to report to the CLIENT under Article 0 herein without any undue delay, or within the period defined under applicable legislation for reporting such facts to the competent public authority at the latest, and if no such period is defined in legislation, then within 15 working days from the date on which the given change took effect. Violation of the CONTRACTOR'S obligations hereunder is considered a material breach hereof.

## **9 Financing of the PROJECT and control**

- 9.1 The CONTRACTOR is aware that if the CLIENT will be allocated and provided with public funds for the purposes of the implementation of the PROJECT, such as from the European Union, the state budget, international institutions and the like ("assistance"), and therefore the CLIENT must permit authorised parties to conduct control and audit activities in connection with such provided assistance pursuant to valid Slovak law and European Union legal acts, specifically control of compliance with the conditions under which the assistance was provided and other circumstances that could have an impact on the accuracy, economy and efficiency of the use of the provided assistance ("control"). The CLIENT shall inform the CONTRACTOR of any such provided assistance without any undue delay.
- 9.2 If the CLIENT is provided with assistance to complete the PROJECT, the CONTRACTOR is obliged to provide all necessary cooperation to enable the performance of such control by authorised parties pursuant to valid Slovak law and European Union legal acts and at any time during the valid and effective term hereof and after its expiration. Within this obligation, the CONTRACTOR is primarily obliged to create conditions suitable for the employees of such authorised parties to conduct the control in a full and timely manner and to provide them with the necessary cooperation and requested information and documents. The CONTRACTOR is also obliged to ensure responsible persons are present and to refrain from action that could put the start and proper performance of such control at risk.
- 9.3 The CONTRACTOR shall ensure that all its SUBCONTRACTORS comply with the obligations specified in Subsection 9 in the same scope.
- 9.4 Regardless of the other provisions hereof, the CONTRACTOR is fully liable without limitation for any damage or harm incurred by the CLIENT as a result of the CONTRACTOR'S breach of its obligations under Subsection 9 herein.
- 9.5 Regardless of the other provisions hereof, if the CLIENT will not be provided with public funds to implement the PROJECT for reasons specified in Subsection 9 (9.1) herein for any reason for which the CONTRACTOR is responsible (such as a late start in implementing the PROJECT due to default attributable to the CONTRACTOR), the CONTRACTOR shall compensate the CLIENT for all such damages in full if the CLIENT does not withdraw from the CONTRACT based on default on the part of the CONTRACTOR.

## **Article XXVIII.**

### **ENVIRONMENTAL PROTECTION, WASTE MANAGEMENT, OHS AND FIRE PROTECTION**

1. In the performance hereof at the SITE, the CONTRACTOR shall strictly comply with the INTERNAL REGULATIONS and the CLIENT'S other internal regulations concerning environmental protection, waste management, occupational health and safety (OHS) and fire protection as notified to them and to fully comply with all obligations they impose.
2. In the performance hereof at the SITE, the CONTRACTOR is responsible for environmental protection and for taking precautions in the scope required under valid legislation to prevent environmental contamination and pollution.
3. The CLIENT is classified as a waste originator under the WASTE ACT given the performance hereof at the SITE. The PARTIES agree the CONTRACTOR shall dispose of all waste generated at the SITE in connection with the performance hereof and shall remove such wastes from the SITE at its own expense in a manner consistent with the WASTE ACT.
4. The CONTRACTOR is responsible for securing all permits necessary for hazardous waste handling activities at its own expense. The CONTRACTOR is obliged specifically (but not exclusively) to maintain waste records, to report data from such records to the competent public authority, to sort waste by type, to secure waste recovery, if feasible, to secure disposal via an authorised organisation at its own expense and based on its own permits or licenses.
5. The CONTRACTOR is responsible for safety at the SITE and for implementing the necessary precautions and safeguards for safety assurance purposes at the SITE and shall ensure the SITE meets all regulations under valid OHS-related regulations at its own expense for such purposes.
6. The CONTRACTOR is responsible for the coordination of OHS and fire protection at the SITE and for preparing the OHS PLAN for the SITE in accordance with valid legislation.
7. The CONTRACTOR shall secure a fire assistance patrol at its own expense pursuant to valid legislation and the INTERNAL REGULATIONS for the purposes of performance hereof at the SITE if necessary under valid legislation or the INTERNAL REGULATIONS.
8. The CONTRACTOR is responsible for the safety of persons conducting work in connection with the performance hereof at the SITE on its behalf. The CONTRACTOR is therefore responsible for the preparation and implementation of measures to assure OHS and fire protection, for the coordination of activities and for informing persons acting on their behalf and on behalf of the CLIENT within the performance hereof when their combined activities may pose a threat to their legitimate interests or the legitimate interests of the CLIENT. The CONTRACTOR shall protect the health and safety of those persons who may be affected by its activities related to its work on the CONTRACT.
9. The CONTRACTOR shall protect the health and safety of all persons located in areas with its knowledge and whose health and/or safety may be at risk as a result of the CONTRACTOR'S activities as specified herein.

10. The CONTRACTOR accepts full liability for injuries to persons working on its behalf at the SITE and for all related registration, records and reporting concerning these injuries. The CONTRACTOR has a reporting obligation to the CLIENT for any injury occurring at the SITE as defined herein.
11. Any violation of the CONTRACTOR'S obligations hereunder involving environmental protection, waste management or OHS and fire protection is considered a material breach hereof by the CONTRACTOR.
12. To clarify, the CONTRACTOR is responsible under valid environmental protection legislation for environmental damage and pollution for which it is at fault regardless of any other provisions specified herein. The CONTRACTOR within its context is considered the originator and is obliged to remedy the consequences of such environmental damage and pollution and to provide compensation for damages, and is obliged to bear all related costs. Likewise, the CONTRACTOR is responsible for all related penalties.
13. To clarify, the CONTRACTOR is responsible under valid environmental protection legislation for environmental damage and pollution for which it is at fault regardless of any other provisions specified herein. The CONTRACTOR within its context is considered the originator and is obliged to remedy the consequences of such environmental damage and pollution and to provide compensation for damages, and is obliged to bear all related costs. Likewise, the CONTRACTOR is responsible for all related penalties.
14. To clarify, the CONTRACTOR is fully liable under the terms hereof and/or valid legislation for damages incurred by the CLIENT by the CONTRACTOR'S failure to take or the insufficient performance of any precautions and safeguards to assure OHS and fire protection, or any deficiencies in coordination and ensuring proper awareness in the context with the performance of the subject hereof, regardless of any other provisions specified herein.

## **Article XXIX.**

### **ANNEXES TO THE CONTRACT**

The PARTIES declare upon signature hereof that they also accept the following annexes forming inseparable part hereof:

Annex 1: Technical specifications;

Annex 2: CONTRACT SCHEDULE;

Annex 3: Specification of the CONTRACT PRICE;

Annex 4: Template for the advance payment bond bank guarantee;

Annex 5: Template for the performance bond bank guarantee;

Annex 6: Template for the defect liability bond bank guarantee;

Annex 7: Template for the maintenance bond bank guarantee;

Annex 8: INTERNAL REGULATIONS;

Annex 9: List of SUBCONTRACTORS;

CLIENT:

CONTRACTOR:

In Bratislava, dated.....

In .....,  
dated.....

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