
Purchase Contract

reg. no.: 077/24/EUS

signed between the parties:

Seller: **eustream, a.s.**

Registered office: Votrubova 11/A
821 09 Bratislava
Slovak Republic

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

Represented by:

Company ID: 35 910 712

Tax ID: SK2021931175

VAT ID: 2021931175

Bank Details I: VÚB, a.s., Bratislava

SWIFT (BIC): SUBASKBX

IBAN: SK72 0200 0000 0000 0110 1153

Bank Details 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, Logistics and Services

Contact person for technical matters: Ing. Gabriel Baláž, Project Manager (for sale of SGT-A35 & RT 62))

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

and

Buyer:

Registered office :

Incorporated in:

Represented by:

Company ID:

Tax ID:

VAT ID:

Bank Details:

SWIFT (BIC):

IBAN:

Contact person for contractual
matters:

Contact person for technical
matters:

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

(the Seller and the Buyer hereinafter jointly referred to as "**Contracting Parties**", or
separately as "**Contracting Party**")

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Definitions and Abbreviations

For the purposes of this Contract, the following terms are defined herein as follows:

Commercial Code	The Act of the Slovak National Council No. 513/1991 Coll. The Commercial Code in wording of later regulations as amended, or any subsequent legal regulations that supersede the aforementioned act in full or partially;
CS02	The Seller's facility Compressor Station 02 in Jablonov nad Turňou, 049 43 Jablonov nad Turňou, Slovakia (GPS: 48.581181, 20.666666);
CS04	The Seller's facility Compressor Station 04 in Ivanka pri Nitre, Mojmirovská 11, 951 12 Ivanka pri Nitre, Slovakia (GPS: 48.218682, 18.098517);
Customs Code	The Act of the Slovak National Council No. 199/2004 Coll. The Customs Code And On Amending and Supplementing Some Acts in wording of later regulations as amended, or any subsequent legal regulations that supersede the aforementioned act in full or partially;
DUI Act	The Act of the Slovak National Council No. 39/2011 Coll. On Dual Use Items And On Amending The Act of the Slovak National Council No. 145/1995 Coll. On Administrative Charges in wording of later regulations as amended, or any subsequent legal regulations that supersede the aforementioned act in full or partially;
DUI Regulation	The Regulation (EU) 2021/821 of the European Parliament and of the Council of May 20 th , 2021 setting up a Union regime for the control of exports, brokering, technical assistance, transit and transfer of dual-use items, in wording of later regulations as amended, or any subsequent legal regulations that supersede the aforementioned act in full or partially;
EEA	The European Economic Area;
EU	The European Union;
Goods	The subject-matter of the purchase under this Contract specified in Article I hereof;
O&M Manual	Manufacturer's manual for operation and maintenance of the relevant engine (i.e. GG of PT as applicable);
Specification	Specification of the Goods constituting Attachment 1 to this Contract;
SR	The Slovak Republic;
UK	The United Kingdom of Great Britain and North Ireland;
USA	The United States of America;
VAT	Value added tax;
VAT Directive	The Council Directive 2006/112/EC of 28 November 2006 on the common system of value added tax;

I.

Subject-Matter of the Contract

[The Goods specified in paragraph 1, letters a) to fe) herein below are optional and the Tenderer is obliged to clearly specify in its Tender, which items it submits the Tender for. Prior to the signature of this Contract, only the relevant item(s) of the Goods and

quantity thereof, which will constitute the subject-matter of the purchase under the Contract, shall be maintained in this paragraph 1 hereof whereas any other items hereof shall be deleted.]

1. The Seller undertakes herewith to hand over the Goods to the Buyer under the terms and conditions specified herein. The Goods comprise of:
 - a) The Gas Generator SGT-A35 / Industrial RB21124G DLE S/N: 1790-802 and/or the Gas Generator SGT-A35 / Industrial RB21124G DLE S/N: 1790-834, both Gas Generators are located at CS02 and specified in detail in Attachment 1 hereto;
and/or
b) 2 pieces of LOT Transport Stand LOT26426;
and/or
b)c) 2 pieces of MVP Bag LOT28152;
and/or
e)d) The Power Turbine RT 62 S/N: MO 900 and/or the Power Turbine RT 62 S/N: MO 967, both Power Turbines are located at CS02 and specified in detail in Attachment 1 hereto;
and/or
e) 1 set of Special tools for GG operation & maintenance;
and/or
f) 1 set of Special tools for PT operation & maintenance;
2. The Buyer undertakes herewith to take over the Goods and to pay the Seller the price agreed herein.
3. The detailed specification of the Goods is specified in Attachment 1 hereto – Specification of the Goods.

II.

Manner, Place and Time of Handing Over the Goods

1. Place and Time of Handing Over the Goods

- 1.1. The Seller shall hand over the Goods to the Buyer on the territory of the SR at the place of the location of the Goods as per Article I, paragraph 1 hereof (hereinafter referred to as “**Place of Goods Handover**”).

[The Time of Goods Handover specified paragraph 1.2, in letters a) to ~~fe~~) herein below are optional and Tenderer is obliged to choose only one of them in its Tender. Prior to the signature of this Contract, only the relevant Time of Goods Handover according to the Buyer’s Tender shall be maintained in this paragraph 1.2 hereof whereas any other options hereof shall be deleted.]

- 1.2. The Seller shall hand over the Goods to the Buyer at the Place of Goods Handover within 10 business days upon:
 - a) payment 100% of the Price by the Buyer to the Seller according to Article III, paragraph 2.1 letter a) or paragraph 2.3 hereof
or
 - b) payment 50% of the Price according to Article III, paragraph 2.1 letter b) hereof and delivery of the Bank Guarantee according to Article III, paragraph 2.2 hereof by the Buyer to the Seller
or

- c) delivery of the bank guarantee according to Article III, paragraph 2.2 hereof by the Buyer to the Seller

(hereinafter referred to as “**Time of Goods Handover**”).

2. Handover and Takeover of the Goods

- 2.1. The Seller is obliged to hand over and the Buyer is obliged to take over the Goods at the Time of Goods Handover and Place of Goods Handover.
- 2.2. The Seller is obliged to hand over the Goods to the Buyer only if the Buyer meets all obligations that it is obliged to meet under this Contract prior to or at taking over the Goods from the Seller, in particular (however not limited to) the obligations according to Article III, paragraphs 2.1, 2.2 and 2.3 hereof and Article IV, paragraph 2.2 hereof.
- 2.3. Should not the Buyer take over the Goods within the period specified in paragraph 1.2 of this Article hereof, the Seller shall take reasonable measures for storage of the Goods whereas the Seller shall be entitled to compensation of associated expedient and demonstrable costs from the Buyer. In such case, the risk of damage to the Goods shall pass from the Seller to the Buyer upon vain expiry of the period for Goods takeover specified in paragraph 1.2 of this Article hereof.
- 2.4. The Contracting Parties are obliged to confirm the handover and takeover of the Goods in an appropriate written takeover protocol (hereinafter referred to as “**Takeover Protocol**”).
- 2.5. The Takeover Protocol must include at least (however not exclusively) the following essentials: business names and registered offices of both Contracting Parties, Seller’s number of this Contract, name and unequivocal identification of the Goods (including designation of the Goods according to the combined nomenclature of the Customs Tariff), unequivocal declaration of taking over the Goods by the Buyer, date and place of Goods handover and takeover, names, positions and signatures of relevant authorized persons of both Contracting Parties. The Seller shall elaborate the Takeover Protocol in two original counterparts whereas each Contracting Party shall possess one original counterpart thereof. The Takeover Protocol may be also of the form of a document confirming the delivery of the Goods by the Seller for transportation, if such document meets the essentials of the Takeover Protocol required herein.

[If the Buyer is a VAT payer registered within SR or EU, the following wording of paragraph 2.6 hereof shall apply whereas the optional wording thereof shall be deleted prior to the signature of the Contract:]

- 2.6. For the purpose of VAT (if applicable), as the date of taxable fulfilment shall be deemed the date of Goods handover and takeover specified in the Takeover Protocol.

[If the Buyer is a VAT payer registered within neither SR nor EU, the following wording of paragraph 2.6 hereof shall apply whereas the optional wording thereof shall be deleted prior to the signature of the Contract:]

- 2.6. The day of delivery shall deem the day the Goods leave the EU territory as confirmed by the customs authority in relevant customs declaration.

III.

Price, Payment and Invoicing Terms, Tax Essentials

1. Price

- 1.1. Considering the use, age, wear and tear and current technical condition of the Goods, the price for the Goods is determined upon mutual agreement of the Contracting Parties under terms and conditions of this Contract in amount of EUR, in word: and .../100 Euro (hereinafter referred to as “**Price**”).

- 1.2. Unless specified otherwise elsewhere in this Contract, the Price includes neither VAT nor any other taxes, customs duties and/or fees that may be eventually levied onto the Goods by any relevant country in connection with transporting the Goods or by the destination country in connection with importing the Goods. Any such taxes, customs duties and/or fees shall be borne by the Buyer.
- 1.3. VAT pursuant to applicable legal regulations shall be applied to the Price (if any).

2. Payment and Invoicing Terms

[The ways of payment specified in paragraph 2.1, letters a) to c) herein below are optional and the Tenderer should choose one of them in its Tender. Prior to the signature of this Contract, only the relevant way of payment according to the Buyer's Tender shall be maintained in this paragraph 2.1 hereof whereas any other options hereof shall be deleted.]

2.1. The Buyer shall pay the Price according to paragraph 1 of this Article hereof to the Seller by a bank transfer to the Seller's bank account specified in relevant invoice:

- a) in amount of 100% of the Price prior to taking over the Goods by the Buyer upon an advance payment invoice whereas:
- (i) the Seller shall issue to the Buyer appropriate advance payment invoice in the said amount within 10 business days upon signature of this Contract by both Contracting Parties, and

[If the Buyer is a VAT payer registered within SR, the following sub-paragraph (ii) hereof shall apply, otherwise this sub-paragraph (ii) shall be deleted in whole prior to the signature of the Contract:]

- (ii) the Seller shall issue to the Buyer appropriate invoice – a tax voucher pursuant to applicable legal regulations, for the received advance payment according to paragraph 2.1 letter a) of this Article hereof, and

[If the Buyer is a VAT payer registered within SR or EU, the following sub-paragraph (iii) hereof shall apply whereas the optional wording thereof shall be deleted prior to the signature of the Contract:]

- (iii) the Seller shall issue to the Buyer appropriate invoice for the Goods pursuant to applicable legal regulations upon taking over the Goods by the Buyer; the Seller shall balance the received advance payment in this invoice;

[If the Buyer is a VAT payer registered within neither SR nor EU, the following sub-paragraph (iii) hereof shall apply whereas the optional wording thereof shall be deleted prior to the signature of the Contract:]

- (iii) the Seller shall issue to the Buyer appropriate invoice for the Goods pursuant to applicable legal regulations; the Seller shall balance the received advance payment in this invoice;

or

- b) in amount of 50% of the Price prior to taking over the Goods by the Buyer upon an advance payment invoice and the outstanding amount of 50% of the Price after taking over the Goods by the Buyer upon an invoice whereas:
- (i) the Seller shall issue to the Buyer appropriate advance payment invoice in the said amount within 10 business days upon signature of this Contract by both Contracting Parties, and

[If the Buyer is a VAT payer registered within SR, the following sub-paragraph (ii) hereof shall apply, otherwise this sub-paragraph (ii) shall be deleted in whole prior to the signature of the Contract:]

- (ii) the Seller shall issue to the Buyer appropriate invoice – a tax voucher pursuant to applicable legal regulations for the received advance payment according to paragraph 2.1 letter b) of this Article hereof, and

[If the Buyer is a VAT payer registered within SR or EU, the following sub-paragraph (iii) hereof shall apply whereas the optional wording thereof shall be deleted prior to the signature of the Contract:]

- (iii) the Seller shall issue to the Buyer appropriate invoice for the Goods pursuant to applicable legal regulations, upon taking over the Goods by the Buyer; the Seller shall balance the received advance payment in this invoice;

[If the Buyer is a VAT payer registered within neither SR nor EU, the following sub-paragraph (iii) hereof shall apply whereas the optional wording thereof shall be deleted prior to the signature of the Contract:]

- (iii) the Seller shall issue to the Buyer appropriate invoice for the Goods pursuant to applicable legal regulations; the Seller shall balance the received advance payment in this invoice;

or

[If the Buyer is a VAT payer registered within SR or EU, the following letter c) hereof shall apply whereas the optional wording thereof shall be deleted prior to the signature of the Contract:]

- c) in amount of 100% of the Price upon an invoice pursuant to applicable legal regulations, issued by the Seller to the Buyer upon taking over the Goods by the Buyer.

[If the Buyer is a VAT payer registered within neither SR nor EU, the following letter c) hereof shall apply whereas the optional wording thereof shall be deleted prior to the signature of the Contract:]

- c) in amount of 100% of the Price upon an invoice pursuant to applicable legal regulations, issued by the Seller to the Buyer.

[Wordings of paragraphs 2.2 and 2.3 herein below are applicable only, if any advance payment option is the case, and in such event both paragraphs 2.2 and 2.3 shall be modified properly prior to the signature of the Contract so that only the clauses corresponding to the selected way of Price payment according to paragraph 2.1 hereof are maintained herein whereas any other alternative options shall be deleted. If no advance payment is the case, both paragraphs 2.2 and 2.3 shall be deleted in whole prior to the signature of the Contract.]

2.2. In the event of Buyer's payment for the Price according to paragraph 2.1 letter b) or c) of this Article hereof, the Buyer is obliged to deliver to the Seller a bank guarantee via appropriate SWIFT message through the Seller's bank: Všeobecná úverová banka, a.s. Bratislava, Slovakia, SWIFT: SUBASKBX, within 20 business days upon signature of this Contract (hereinafter referred to as "**Bank Guarantee**"). The costs connected to issuing and delivery of the Bank Guarantee are borne by the Buyer. The Bank Guarantee must meet the following requirements, otherwise the Seller may disregard it:

2.2.1. The Bank Guarantee has to be issued by a bank of long-term rating no less than Baa2 according to Moody's or BBB according to Fitch or BBB according to Standard & Poor's;

2.2.2. The Bank Guarantee must be issued to the amount equal to:

- a) no less than 55% of the Price in the event of payment according to paragraph 2.1 letter b) of this Article hereof,

or

- b) no less than 105% of the Price in the event of payment according to paragraph 2.1 letter c) of this Article hereof.

- 2.2.3. The Bank Guarantee must be in accordance with Attachment 2 hereto and include the issuing bank's unconditional commitment to unconditionally pay the Seller within 5 business days of receiving the Seller's written request:
- a) The amount equal to the part of the Price that has not been paid by the Buyer and which is due according to the Contract, i.e. 50% of the purchase price in case of the payment according to paragraph 2.1 letter b) of this Article hereof, or 100% of the Price in case of the payment according to paragraph 2.1 letter c) of this Article hereof, and
 - b) any eventual contractual sanction to which the Seller is entitled pursuant to Article VII hereof in the event of the Buyer's delay in paying the Price or any part thereof, otherwise, the Seller may disregard it.
- 2.2.4. The Bank Guarantee must be valid no less than up to the date of payment for 100% of the Price according to paragraph 2.1 of this Article hereof.
- 2.2.5. The Seller shall be entitled to fulfilment from the Bank Guarantee, if the Buyer does not pay the Price or any eventual contractual sanction, which it is obliged to pay under the Contract, in full or any part thereof to the Seller even within additional period of 10 business days provided to the Buyer by the Seller upon respective written notice.
- 2.3. If the Buyer, in the event of paying the Price according to paragraph 2.1 letter b) or letter c) of this Article hereof, does not meet any of its obligations according to paragraph 2.2 of this Article hereof or does not submit the Bank Guarantee to the Seller in accordance with this Contract within the deadline specified in paragraph 2.2 of this Article hereof, the Seller shall be entitled to:
- (i) payment of 100% of the Price even prior to the handover of the Goods to the Buyer in case according to paragraph 2.1 letter b) of this Article hereof,
 - (ii) issue an invoice for 100% of the Price to the Buyer even prior to the handover of the Goods to the Buyer in case according to paragraph 2.1 letter c) of this Article hereof,
- and the Buyer is obliged to pay the Price in full even prior to the handover of the Goods to the Buyer otherwise the Seller is not obliged to hand over the Goods to the Buyer.
- 2.4. The Seller shall send any invoice to the Buyer by the post or a courier to the Buyer's address of registered office. The Seller may send any invoice to the Buyer also by an e-mail to the following Buyer's e-mail address: **[Buyer to specify]** from any of the following Seller e-mail addresses: martin.mikula@eustream.sk or jan.repa@eustream.sk. Either Contracting Party shall timely notify the other Contracting Party in writing of any change in the e-mail addresses specified in this paragraph hereof.
- 2.5. The maturity of invoices is 14 days upon their delivery to the other Contracting Party whereas the date of crediting the owing amount to the account of the creditor is deemed as a day of fulfilment the monetary obligation. If the last day of the invoice maturity falls on a day off, rest or holiday in the country of the debtor's seat, the next first business day will be accepted by the creditor as the day of fulfillment of the monetary obligation under the same price and payment conditions.
- 2.6. Invoice must meet all essentials pursuant to applicable legal regulations.
- 2.7. Invoices shall be issued in the currency Euro. Payment of the obligations of the Contracting Parties will be done in Euro.
- 2.8. All bank charges shall be borne by the Buyer.

3. Tax Essentials

- 3.1. In settlement of their tax obligations, the Contracting Parties shall proceed in accordance with applicable and effective legal regulations of the country which they are residents of, and in accordance with applicable international legal standards. The option to assume tax liability on behalf of the other Contracting Party is excluded.

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- 3.2. If the Buyer was a registered VAT payer on the territory of any EU member country, it is obliged to submit to the Seller, within 10 business days upon signature of this Contract, a copy of the certificate of VAT ID number validity issued by respective EU member country tax authority, unless done so earlier.
- 3.3. If the Buyer is a resident of a third-party country, i.e. it is not resident of any EU member country, it is obliged to submit to the Seller, within 10 business days upon signature of this Contract, a copy of appropriate certificate issued by a competent authority, confirming that the Buyer performs economic activity, or confirming validity of VAT ID or any other ID assigned to entrepreneurs in the country of Buyer's residence, or any other document proving that the Buyer is a taxable person or entity, unless done so earlier.
- 3.4. The Contracting Parties herewith undertake to accept any legislative changes in the legal order of SR including any changes in tax regulations, which may affect the Contract, and shall accept implementation of such changes during period of their validity. The Buyer herewith undertakes to consult any change in its relation to its tax obligations towards SR with the Seller without delay and, upon a request, to submit to the Seller all documents needed for proper settlement of its tax obligations.
- 3.5. If the Buyer was not a resident of SR, it is obliged to submit to the Seller, no later than within 10 business days upon signature of this Contract, a tax domicile issued by competent tax authority, or an officially certified copy thereof, unless done so earlier.
- 3.6. If the Buyer is not a resident of SR but performs the Contract by means of its organizational unit located on the territory of SR, it is obliged to submit to the Seller, no later than within 10 business days upon signature of this Contract, an extract of the respective Commercial Register no older than 3 months for such organizational unit, or an officially certified copy thereof, unless done so earlier.
- 3.7. If the Buyer is not a resident of SR, it is obliged to submit to the Seller a solemn declaration in which it shall declare the following:
- whether it has or has not any permanent establishment on the territory of SR pursuant to applicable legal regulations in force in SR or according to appropriate treaty on avoiding double taxation (hereinafter referred to as “**International Treaty**”) respectively,
 - whether it performs the activities that are subject-matter of this Contract, by means of such permanent establishment,
 - whether, on the basis of the Contract, a Buyer's permanent establishment or tax liability of employees or persons working for the Buyer in the territory of SR may be established in SR in accordance with the applicable legal regulations in force in SR and/or the International Treaty.
- The Buyer is obliged to submit such solemn declaration to the Seller no later than within 10 business days upon signature of this Contract, unless done so earlier. If a Buyer's permanent establishment is established in SR during this Contract, the Buyer is obliged to notify the Seller in writing without delay.
- 3.8. If the Buyer was a registered VAT payer in SR, it shall submit to the Seller a copy of the VAT registration certificate. If the Buyer is a registered VAT payer in other EU member country and performs the subject-matter of this Contract as the VAT payer registered in such other EU member country, it is obliged to submit to the Seller a copy of the VAT registration certificate issued by that EU member country.
- 3.9. If the Buyer performs the subject-matter of this Contract by means of its organizational unit located in SR or permanent establishment defined for the purposes of VAT pursuant to applicable legal regulations, whereas such organizational unit or permanent establishment is VAT payer in SR, the Buyer is obliged to submit to the Seller a copy of VAT registration certificate and, upon Seller's request, also solemn declarations needed for correct application of the levy or exercising the right to deduct VAT respectively.

- 3.10. Regardless anything else specified in this Contract, if the Buyer makes false statements to the Seller or otherwise misleads the Seller and/or the Buyer does not timely meet its obligations towards the Seller according to this paragraph 3 of this Article hereof, the Buyer undertakes to compensate the Seller in full for any damage so caused including any eventual tax withholding, tax security, VAT, penalties and/or interest payments, which the Seller will incur in consequence of the abovementioned actions of the Buyer. The Seller may claim for the aforementioned compensation earliest on the day of delivery of respective payment order or decision issued by competent tax administrator to the Seller.

IV.

Terms of Contract Fulfilment, Rights and Obligations of Contracting Parties

1. Disassembling of the Goods

The Goods will be handed over to the Buyer disassembled. The seller shall disassemble the Goods properly in line with applicable legal regulations and appropriate O&M Manuals by skilled and qualified personnel and exercising due professional care.

2. Packaging and Transportation of the Goods

- 2.1. The Buyer herewith declares that, after taking over by the Buyer, the Goods shall be transported to the following destination:

[Buyer to specify exact postal address of the destination place where the Goods will be transported to, whereas:

- a) If the Buyer has its registered office in SR or EU, the Destination has to be within EU;***
- b) If the Buyer has its registered office out of EU, the Destination may be any country to which the transfer of the Goods is not banned pursuant to applicable legal regulations in force in SR, EU, UK and/or USA]***

(hereinafter referred to as “Destination”).

- 2.2. No later than 10 business days prior to taking over the Goods by the Buyer from the Seller according to Article II, paragraph 2 hereof, the Buyer is obliged to submit to the Seller a written statement of the end-use of the Goods certifying the location and purpose of the final use and the end-user of the Goods that shall meet the following requirements:

- (i) includes at least the following information: business names and registered office addresses of the Seller and Buyer, reference to this Contract, name, type, serial number and the manufacturer of each of the Goods, proper identification of the end-user of the Goods (to the following extent as minimum: business name, registered office address, company incorporation details including company ID, TAX ID, VAT ID), address of the Destination, use of the Goods (i.e. the purpose, which the Goods are intended to be used for, and whether military or non-military purpose), names and positions of end-user's and Buyer's authorized representatives, dates of signature and seals of the end-user and the Buyer as well, and
- (ii) is duly signed by both, the end-user's and Buyer's authorized representatives.

Noncompliance of the Buyer with any of the obligations under this paragraph 2.2 of this Article hereof deems a material breach of this Contract by the Buyer.

- 2.3. The Contracting Parties have agreed that the Seller is obliged to neither package the Goods nor ensure the transportation of the Goods from the Place of Goods Handover to

- the Destination. The Seller be responsible for loading the Goods onto a Buyer's transporting vehicle at the Place of Goods Handover.
- 2.4. The Buyer shall provide for the transportation of the Goods from the Place of Goods Handover to the Destination at its own cost and risk including any related charges (e.g. duties, fees, taxes, etc.), in particular (however not limited to) charges connected with the transportation of and importing the Goods to the country of Destination as per paragraph 2.1 of this Article hereof (hereinafter referred to as "**Destination Country**") and Goods insurance during the transportation, as may be applicable.
 - 2.5. The Buyer is further obliged to ensure, at its own cost and risk, also any official permits, licenses and/or approvals for purchase, transportation of and importing the Goods to the Destination Country, if needed pursuant to applicable legal regulations, exempt for the Export Permit as per paragraph 4.2 of this Article hereof (if applicable).
 - 2.6. The Buyer shall provide also for appropriate packaging (e.g. transporting containers) suitable for transportation of the Goods, at its own cost and risk.
 - 2.7. At taking over the Goods in the Place of Goods Handover, the Buyer is obliged to submit to the Seller an appropriate bill of lading that must be properly and legibly filled-in (in block letters) and duly confirmed (hereinafter referred to as the "**Bill of Lading**"), otherwise the Seller is not obliged to hand over the Goods to the Buyer.

[If the Destination country is an EU member country other than SR, the following paragraphs 2.7 and 2.8 hereof shall apply, otherwise these paragraphs shall be deleted in whole prior to the signature of the Contract:]

- 2.8. After the transportation of the Goods has been completed, The Buyer is obliged to submit to the Seller without delay, however no later than by end of 6th month following the month within which the Goods were taken over by the Buyer from the Seller, a confirmation of Goods receipt in the Destination Country as per Attachment 3 hereto (hereinafter referred to as "**Goods Receipt Confirmation**"), properly and legibly filled-in (in block letters) and duly confirmed by the Buyer or a person authorized by the Buyer (e.g. the forwarder). The Goods Receipt confirmation must include the following information at least: Business name and address of relevant Buyer's facility, identification of the Goods (kind, type and quantity), date and address of the place of Goods transportation completion, name and surname of the vehicle driver and his signature, and registration number of the vehicle performing the transportation of the Goods.
- 2.9. If the Buyer does not fulfil properly and timely its obligations according to paragraph 2.8 of this Article hereof, in particular if it does not submit to the Seller properly and legibly filled-in the Goods Receipt Confirmation within the period specified therein, the Seller is entitled to invoice the Buyer also VAT applicable to the Goods pursuant to applicable legal regulations in force on the territory of SR whereas the Buyer undertakes herewith to pay so invoiced VAT.

3. Documentation to the Goods

The Seller shall hand over to the Buyer only Gas Generator LogBooks whereas the Seller shall hand over no O&M Manuals related to the Goods to the Buyer.

[If the Buyer has its registered office out of the EU territory and the Destination Country is neither SR nor EU, the following paragraph 4 hereof shall apply, otherwise this paragraph 4 hereof shall be deleted prior to the signature of the Contract:]

4. Exporting the Goods

- 4.1. The Seller shall be responsible for the customs proceedings connected with exporting the Goods outside of the territory of SR or EU (hereinafter referred to as "**Exporting Customs Proceeding**") whereas the Buyer shall provide the Seller timely with needed cooperation and/or assistance, in particular (but not limited to) transporting the Goods from the Place of Goods Handover to the competent customs office, provision of relevant information and/or documents needed.

[If the Goods include any Gas Generator and/or Power Turbine, the following paragraph 4.2 - 4.9 hereof shall apply, otherwise these paragraphs shall be deleted prior to the signature of the Contract:]

- 4.2. The Contracting Parties declare, in good faith, that the Goods are not any dual use item pursuant to the DUI Act and/or DUI Regulation (hereinafter referred to as “**Dual Use Item**” or “**DUI**”) nor include any component being the Dual Use Item. Nevertheless, even despite of the foregoing, an export permit pursuant to applicable Slovak legal regulations (hereinafter referred to as “**Export Permit**”) may be required for exporting the Goods out of SR or EU by competent customs authority, if the Goods are subject to any export restrictions pursuant to applicable legal regulations.
- 4.3. Should the Export Permit be required, the Seller shall be responsible to obtain it without undue delay provided however the Buyer provides the Seller (upon written request) timely with needed cooperation and/or assistance, in particular (but not limited to) provision of proper information and/or documents, which the Seller is not able to obtain itself without cooperation of the Buyer, including an appropriate end-use certificate issued by a competent authority of the Destination Country pursuant to applicable legal regulations.
- 4.4. The Buyer acknowledges that, in accordance with applicable legal regulations, the competent state authority decides on the granting the Export Permit within a period of at least 90 days from the submission of appropriate application.
- 4.5. Should the Goods be DUI and the Destination Country be out of EU, the Buyer is obliged to submit to the Seller, no later than within 5 calendar days upon completion of Goods exporting (i.e. upon the date on which the Goods leaves the customs territory of EU), a confirmation issued by a competent authority of the Destination Country confirming the receipt of Goods in the approved Destination Country by the Buyer.
- 4.6. The Buyer further acknowledges that:
- a) the Seller, despite exercising the due professional care, may not be capable of, or have enough information on the Goods needed for, reliable determining whether the Goods are Dual Use Item or not, or whether the Goods include any Dual Use Item or not, and
 - b) the competent customs authority may, at any time, interrupt the Exporting Customs Proceeding for any reason including the verification whether the Goods are DUI or not.

The Parties have agreed that, with regard to the current worldwide situation (in particular, but not limited to, in terms of international security and sanctions or embargoes levied by SR, EU, UK and/or USA onto some countries, entities and/or individuals), the Seller shall not be liable for any damage resulting from the Seller’s limitation as per letter a) and/or interruption of the Exporting Customs Proceeding as per letter b) of this paragraph hereof, which the Buyer may suffer.

- 4.7. Noncompliance of the Buyer with any obligation according to paragraph 4.3 and 4.5 of this Article hereof deems a material breach of this Contract by the Buyer.

5. Restrictions in Goods Exporting and Use

- 5.1. The Buyer acknowledges that the Goods may be subject to restrictions in exporting and/or use of the Goods pursuant to applicable legal regulations of SR, EU, UK and/or USA, and undertakes to strictly adhere, at all circumstances, to such restrictions.
- 5.2. In connection with the Goods, the Buyer undertakes to strictly adhere, at all circumstances, to:
- a) any restrictions and sanctions related to the export of the Goods pursuant to applicable legal regulations in force in SR, EU, UK and/or USA, and

- b) any restrictions and/or limitations related to the use of the Goods pursuant to applicable legal regulations in force in SR, EU, UK and/or USA and/or resulting from respective O&M Manuals or reservations of the Goods manufacturer.
- 5.3. The Buyer herewith expressly undertakes to use the Goods in no nuclear facility nor any other facility utilizing ionizing radiation that the Goods might be exposed to.
- 5.4. The obligations of the Buyer according to paragraphs 5.2 and 5.3 of this Article hereof shall persist without limitation even after the expiration or termination of this Contract for any reason.
- 5.5. Noncompliance of the Buyer with any obligation according to paragraph 5.2 and 5.3 of this Article hereof deems a material breach of this Contract by the Buyer.

V.

Transfer of Ownership and Risk of Damage, Warranty Exclusion and Liability for Damage

1. Transfer of ownership and risk of damage

- 1.1. The Contracting Parties have agreed that the ownership to the Goods shall transfer from the Seller to the Buyer on the day when following conditions are met cumulatively:
- (i) takeover of the Goods by the Buyer from the Seller according to Article II paragraph 2.4 hereof, and
 - (ii) releasing the Goods into the customs regime "EXPORT", if the destination country of the Goods is out of EU, and
 - (iii) full payment of the Price by the Buyer to the Seller.
- 1.2. The risk of damage to the Goods shall transfer from the Seller to the Buyer upon taking over the Goods unless transferred to the Buyer earlier according to Article II paragraph 2.3 hereof.

2. Warranty exclusion

- 2.1. The Seller declares herewith that it is the sole and exclusive owner of the Goods, is authorized to handle the Goods under its own discretion and the Goods are not encumbered by any rights of any third party.
- 2.2. The Seller is not liable to the Buyer for any defects in the Goods (whether legal or factual) and does not provide the Buyer with any guarantee or warranty for the quality of the Goods, nor for its operability, safety, reliability, suitability or usability for any purpose, nor for whether the Goods meet any requirements pursuant to any legal regulations and/or O&M Manuals.
- 2.3. The Buyer declares herewith that it:
- a) has acquainted with the factual and legal status of the Goods and with the conditions of its use;
 - b) has no reservations regarding the technical condition and wear and tear of the Goods;
 - c) purchases the Goods in the condition in which they are as of the date of signing this Contract, i.e. as it stands and lies, and at its own risk and peril;
 - d) considers the condition of the Goods to be satisfactory and corresponding to the Price;

3. Liability for damage

- 3.1. A Contracting Party who breaches its contractual obligation (i.e. the liable party) is obliged to compensate the damage caused so to the other Contracting Party (i.e. entitled party) in accordance with applicable legal regulations.

- 3.2. The Contracting Parties have agreed that, considering all circumstances related to the signature of this Contract, the maximal amount of a damage that the Buyer may claim from the Seller under this Contract does not exceed in any case the amount of the Price. At the same time, the Contracting Parties have also agreed that they shall compensate to each other just for actual damage whereas the lost profit and/or other similar indirect damages are precluded.
- 3.3. Disregarding anything else stipulated in this Contract, in the event that damage is caused to the Seller by the imposition of a penalty or other monetary sanction by a public or state authority due to a breach of a contractual or other obligation by the Buyer in connection with the Contract, the Seller is entitled to assert a claim against the Buyer for compensation of so caused damage including the amount of such sanction, and the Buyer is obliged to compensate such damage in full.
- 3.4. The Contracting Parties have agreed that the limitation of liability for damage according to paragraph 3.2 of this Article hereof does not apply (besides the case according to paragraph 3.3 of this Article hereof) to the following cases: (i) damage to the health, (ii) damage caused by intentional misconduct or gross negligence, and (iii) damage to the environment (the Buyer shall be responsible for damage to the environment to the extent for which it is responsible as the originator according to applicable legal regulations).

VI. Confidentiality

1. The Contracting Parties have agreed that, for the purpose of this Contract, "confidential information" shall mean and include information, data or knowledge disclosed to receiving party or provided in connection with the performance of the Contract as defined herein above, regardless of whether it is in tangible or intangible form, whether expressed orally, in writing or in any other form, even if it is not explicitly designated as confidential, in particular commercial and financial information and data, technical information, drawings, studies and know-how (hereinafter referred to as the "**Confidential Information**"). The Confidential Information also means pricing for the products or services provided by Buyer under the Contract. The Confidential Information should be designated as confidential in an unambiguous, clear and easy visible manner.
2. The Confidential Information shall not include information that otherwise would be deemed confidential, however which:
 - (i) is publicly known at the time of disclosure or that become upon rightful and authorized accessing public available otherwise than by breach of this Contract; or
 - (ii) the receiving party has created or developed without reference to the disclosing party's Confidential Information (as evidenced by written documents), or acquired separately and otherwise than by breach of this Contract; or
 - (iii) the receiving party has obtained from a third party at any time without restriction in its disclosure or use; or
 - (iv) the receiving party shall disclose pursuant to provisions of the generally binding regulation or upon resolution of a court order, law enforcement authority or public authority issued in accordance with applicable generally binding regulations, provided however, that the receiving party has informed the providing party on any such mandatory disclosure of the Confidential Information immediately after it had learnt about such legal obligation to disclose the information; or;
 - (v) the providing party has granted the receiving party express consent in writing to disclosing the Confidential Information.
3. The receiving party undertakes to keep any Confidential Information received from the providing party in secrecy, to protect it from disclosing to third parties and not to use it for

purposes other than the purposes of performance of this Contract. For avoidance of doubt, either Contracting Party is authorized to use the Confidential Information for the purposes of performance of this Contract to the needed extent, and for this purpose to provide the Confidential Information also to a subcontractor (and competent public authorities as well), provided however, such subcontractor is bound by confidentiality obligation to the extent no less than stipulated by this Contract.

4. The receiving party further undertakes to:
 - (i) ensure that the obligation resulting from this Article hereof shall be observed by all receiving party's employees having access the Confidential Information; such receiving party's employees have to be bound appropriately in writing to confidentiality to the extent no less than stipulated by this Contract.
 - (ii) limit or restrict access to the Confidential Information only to those employees, advisors or subcontractors, who need such access to this information with regard to the purposes of performance under this Contract, and shall assure that the respective persons shall observe in full the obligations resulting from this Contract to the extent as if they were receiving party's agreement parties;
 - (iii) neither reproduce, keep or spread Confidential Information nor allow the Confidential Information to be reproduced, kept or spread except for the cases when the reproduction, keeping or spreading of such information is required for the purposes of performance under this Contract;
 - (iv) protect business interests of the providing party and take the same measures for protecting the Confidential Information, implementation of which would be expected from cautious and prudent person in relation to its own business interests and Confidential Information;
 - (v) return all Confidential Information, copies and material evidences of any form thereof back to the providing party to the extent, in the manner and under the terms laid down in paragraph 6 of this Article hereof;
 - (vi) be liable and accountable to the providing party for compliance with the conditions set out in this Contract and indemnify the providing party in full and relieve it from the liability for damages (including any fees and expenditures for a legal representative) that will arise in consequence of a breach of the obligation set out in this Article hereof. The receiving party shall be liable also for a breach of this obligation by a third party, as if it had been breached by itself.
5. The obligations of the Contracting Parties set out in this Article hereof remain and shall remain applicable also upon fulfillment of the subject matter of the Contract as well as in case the Contract is terminated prematurely for any reason.
6. After the end of the purpose, for which the Confidential Information has been disclosed, or after the termination of this Contract, the receiving party is obliged, upon providing party's written request, to either return or destroy (as applicable) all original material carriers of such Confidential Information back to the providing party without undue delay and regardless whether in written or electronic form (except for regulatory obligations, internal document retention policy and automated IT back-up system).
7. The Buyer is not authorized, without prior written Seller's consent, any photos, audio or video recordings at CS02, CS04 or any other facility of the Seller.

VII.

Contractual sanctions

1. If the Buyer is in delay in taking over the Goods the Seller is entitled to claim from the Buyer a liquidated damage in amount of 1% of the Price of Goods being subject to delay per each

week of delay (a partial week is calculated pro rata), however up to 5% of the Price of Goods being subject to delay as maximum.

2. If the debtor is in delay in fulfilling the monetary obligation, the creditor is entitled to invoice the debtor an interest for late payment in amount of 0.02% of the owing amount per each day of delay, however up to 5% of the owing amount as maximum.
3. The obliged party is not in delay if it cannot meet its obligation in consequence of delay of the entitled Contracting Party.

VIII.

Circumstances precluding liability

1. Circumstances precluding liability include an impediment that occurs independently of the will of the obliged party and prevent it from performing its obligations under the Contract, if it cannot be reasonable expected that the obliged party could have avoided or overcome such impediment or consequences thereof, and furthermore that it could have foreseen such impediment at the time the commitment was established.
2. The liability is not precluded in case of impediments occurring at such time that the obliged party is currently in delay in performance of its obligations, or arising on the basis of economic conditions of the obliged party.
3. A Contracting Party is not liable for failure to perform its obligations resulting from this Contract if it demonstrates that:
 - the failure to perform was the result of extraordinary, unforeseeable and irreversible events, and
 - the impediments and the consequences thereof could not be foreseen at the time of conclusion of the Contract, and
 - the impediments or the consequences thereof could not be prevented, avoided or overcome.
4. The Contracting Party violating its obligation, or that should know given all the circumstances that it will violate its obligations under their contractual arrangement, shall notify the other Contracting Party of the nature of impediment that prevents or will prevent it from performing its obligation, and provide information as to consequences thereof. Such notification shall be filed delivered to the Buyer, or Seller respectively, in writing (by an e-mail or in paper) within 2 business days after the obliged party becomes aware or, by exercising due care, could have become aware of such impediment. Non-fulfilment of the notification obligation commits the obliged party to indemnify for damage that otherwise could have been avoided through timely notification.
5. The effects of circumstances precluding liability are restricted only to the period in which the impediment associated with such effects endures.
6. Circumstances precluding liability relieve the obliged party of its obligation to provide indemnity, to pay a contractual fine or other contractually agreed sanctions.
7. The performance time is extended by the duration of circumstances precluding liability. If the circumstances precluding liability last continuously longer than 6 months, either Contracting Party is entitled to withdraw from the Contract.
8. The Contracting Parties acknowledge that in association with the pandemic of COVID-19 disease or any other epidemic or pandemic that may arise during validity of this Contract (hereinafter referred to as "**Epidemic**"), impediments may arise preventing the obliged party from performing this Contract. Therefore, the Contracting Parties have agreed that such impediments shall not generate any liability for the obliged party, in particular (but not limited to) regarding delays in handover/takeover of the Goods. The Contracting Parties undertake to jointly seek in good faith a mutually acceptable solution that will minimize such

negative impacts whereas the obliged party will be entitled to demand an equitable relief in agreed deadlines of handover/takeover of the Goods, subjected to their proper proof, provided that:

- a) the Epidemic did not occur at the time when the obliged party has already been in default or otherwise breached its obligations under this Contract, and/or did not arise on the basis of economic conditions of the obliged party, and
 - b) the impediments preventing the obliged party from proper fulfilling its obligations under the Contract have arisen as a result of the Epidemic, and
 - c) the obliged party has fulfilled its notification obligation on the Epidemic according to paragraph 4 of this Article hereof.
9. In the events according to paragraph 8 of this Article hereof, the entitled Contracting Party is not entitled to claim any contractual sanctions for delay against the obliged Contracting Party whereas the provisions of paragraphs 2, 4, 5, 6 and 7 of this Article hereof shall apply to such events accordingly.

IX.

Withdrawal from the Contract

1. Either Contracting Party is entitled to withdraw from this Contract in the following cases:
 - a) expressly stipulated in this Contract;
 - b) if the other Contracting Party commits a material breach of the Contract;
 - c) if the circumstances precluding liability according to Article VIII hereof persist for continuously for more than 6 months.
2. For the purpose of this Contract, a material breach of the Contract is understood:
 - a) a breach of a contractual obligation expressly specified in this Contract as a material breach hereof, or
 - b) a breach of the Contract, if the obliged Contracting Party (i.e. the Contracting Party breaching this Contract):
 - knew at the time of the breach of the Contract, or
 - should have known, considering the circumstances known to it at the time of the breach of the Contract, or
 - could have known, considering the circumstances that should have been known to it at the time of the breach of the Contract if exercising due professional care, that the entitled Contracting Party (i.e. the Contracting Party not breaching this Contract) would no longer have any interest in such performance, or
 - c) a breach of any other obligation pursuant to the Contract on the part of the obliged Contracting Party, if remedy does not occur within an additional 15-day period provided by the entitled Contracting Party in a written call to remedy such breach.
3. The Seller is further entitled to withdraw from this Contract also, if:
 - a) the Price, or any part thereof, is not properly paid in accordance with the Contract to the Seller even either within additional period of 10 business days upon relevant Seller's written notice; and/or
 - b) the Seller does not obtain the Export Permit (if applicable) for reasons which the Buyer is responsible for; and/or
 - c) the Buyer becomes insolvent, or enters into bankruptcy proceedings, or if a proposal to declare bankruptcy proceedings against the Buyer is rejected due to lack of assets,

or if the Buyer is a legal entity and enters into liquidation, restructuring or receivership, or is in a similar situation pursuant to applicable legal regulations in force in the country of its residence, and does not pay the Price in full before taking over the Goods from the Seller.

4. The Buyer is entitled to withdraw from this Contract also, if:
 - a) the Export Customs Proceedings (if applicable) are not completed and the Goods released into the customs regime "EXPORT" within 6 months since the relevant customs declaration for Goods exporting has been submitted to the competent customs office, or
 - b) upon a decision of competent public authority, the Goods are designated as a Dual Use Item,

whereas the Contracting Parties have agreed that, in the withdrawal from the Contract according to this paragraph 4 of this Article hereof, the provision of Article VIII, paragraphs 2, 3, 4 and 6 hereof will apply accordingly.

5. The withdrawal from the Contract must be exercised in writing and must be delivered to the other Contracting Party. Legal effects of withdrawal from the Contract occur on the day of delivering the written notification of withdrawal from the Contract to the other Contracting Party.
6. If a Contracting Party withdraws from a part of the Contract, the withdrawing Contracting Party must expressly specify that it withdraws from a part of the Contract only whereas it is obliged to specify the part of the Contract related to the withdrawal.
7. The Contracting Parties have agreed that in the case of withdrawal from the Contract, the Contracting Parties shall return back mutually all provided performances and payments within 15 business days from delivery of the written notification of withdrawal from the Contract to the other Contracting Party.
8. If it is not possible to return the provided performance back to the Seller, the Buyer shall pay to the Seller proportional part of the Price.
9. The withdrawal from the Contract has no prejudice against claims for damages arising from breach of this Contract, entitlement to contractual fines, or other contractual provisions concerning the selected body of law, the resolution of disputes between the Contracting Parties and other provisions surviving termination of the Contract given the expressed will of the Contracting Parties or by their very nature.

X.

Body of Law and Dispute Resolution

[If the Buyer has its registered office within SR, the following wording of paragraphs 1 and 2 hereof shall apply whereas the optional wording thereof shall be deleted prior to the signature of the Contract:]

1. This Contract as well as the rights and obligations arising therefrom, including the assessment of validity and the implications of its eventual invalidity, shall be governed by and construed in accordance with the legal order of the Slovak Republic. Legal relationships not further regulated in this Contract are governed by the relevant provisions of the Commercial Code.
2. The Contracting Parties have agreed that any eventual disputes arising out of or in connection with this Contract, shall be settled preferably by means of mutual agreement between the Contracting Parties. If no such agreement is reached, all disputes or claims arising out of or in connection with this Contract, including disputes relating the validity,

breach, termination and/or nullity of the Contract, shall be finally settled by a court in the Slovak Republic, materially and locally competent pursuant to procedural regulations applicable in the Slovak Republic.

[If the Buyer has its registered office outside of SR, the following wording of paragraphs 1 and 2 hereof shall apply whereas the optional wording thereof shall be deleted prior to the signature of the Contract:]

1. This Contract as well as the rights and obligations arising therefrom, including the assessment of validity and the implications of its eventual invalidity, shall be governed by and construed in accordance with the Austrian law, exempt for conflict of law provisions.
2. The Contracting Parties have agreed that any eventual disputes arising out of or in connection with this Contract, shall be settled preferably by means of mutual agreement between the Contracting Parties. If no such agreement is reached, all disputes or claims arising out of or in connection with this Contract, including disputes relating the validity, breach, termination and/or nullity of the Contract, shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce with registered office in Paris (ICC Paris). The arbitration tribunal shall be composed of three arbitrators appointed in accordance with the aforementioned rules. The venue of the arbitration proceeding shall be Vienna. The language of the arbitration proceeding shall be English.
3. The Contracting Parties have expressly agreed that the UN Convention on the International Sale of Goods (i.e. the Vienna Convention) shall not apply to this Contract.

XI.

Final provisions

1. Receivable offsetting and right assignment

- 1.1. The Contracting Parties have agreed that neither of them is entitled to set off any receivables towards the other Contracting Party without prior written consent of the other Contracting Party or relevant written agreement of the Contracting Parties respectively.
- 1.2. Any Contracting Party is entitled to assign neither receivables nor any of its rights resulting from this Contract to any other party without prior written consent of the other Contracting Party, otherwise such assignment is null and void.

2. Personal data protection

- 2.1. Should the Buyer provide the Seller with personal data of the persons concerned (as defined by applicable legal regulations on personal data protection), the Buyer herewith declares that such provision shall be done upon adequate legal basis and also upon appropriate prior notification of such personal data provision addressed to the persons concerned. Such notification to the concerned persons has to include also a reference to the Seller's web site <https://www.eustream.sk> where the information on personal data treatment in Seller's information systems is.

3. Validity, effectiveness, language and amendments to the Contract

- 3.1. This contract becomes into the force and effective upon signature hereof by both Contracting Parties.
- 3.2. This Contract is executed in four (4) original counterparts in English language whereas either Contracting Party shall possess two original counterparts thereof.

[If the Buyer has its registered office within SR, the following wording of paragraph 3.3 hereof shall apply whereas the optional wording thereof shall be deleted prior to the signature of the Contract:]

- 3.3. The Contracting Parties have agreed that the communication language of this Contract is Slovak.

[If the Buyer has its registered office outside of SR, the following wording of paragraph 3.3 hereof shall apply whereas the optional wording thereof shall be deleted prior to the signature of the Contract:]

- 3.3. The Contracting Parties have agreed that the communication language of this Contract is English.
- 3.4. This Contract may be amended or supplemented only in writing upon appropriate amendments that must be signed by both Contracting Parties.

4. Ineffective provisions

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

5. Other provisions

The Contracting Parties herewith declare that they are fully capable of legal acts, their expressions of will are sufficiently comprehensible, definite and serious, and their freedom of contract has not been limited in any way. The Contracting Parties further declare that they did not enter this Contract in distress, or in error, or under otherwise disadvantageous conditions, that they have read the Contract, understand its content and, as a sign that the content of this Contract corresponds to their true and free will, have signed it through their authorized representatives.

6. Attachments

The Contracting Parties herewith declare that, upon the signature of this Contract, they have taken over also the following attachments that are an integral part of this Contract:

- Attachment 1: Specification of the Goods;
- Attachment 2: Bank Guarantee Template;
- Attachment 3: Confirmation of Goods Receipt;

The Buyer:

The Seller:

In, on:

In Bratislava, on:

.....
[Name, surname and position]

.....

.....
[Name, surname and position]

.....

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[Name, surname and position]

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