

Supply Contract No. 134/22/EUS
(hereinafter referred to as the "Contract")

concluded between the contracting parties:

eustream, a.s.

and

.....
[to be added by tenderer]

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Contracting Parties

1. Buyer

eustream, a.s.

Registered office:

Votrubova 11/A, 821 09 Bratislava, Slovak Republic

Incorporated in:

Commercial Register of the District Court Bratislava I,
Section: Sa, Entry no.: 3480/B

Represented by:

Company ID:

35 910 712

VAT ID:

SK2021931175

Tax ID:

2021931175

Bank details I:

VÚB, a.s., Bratislava

Account no.:

110153/0200

SWIFT (BIC):

SUBASKBX

IBAN:

SK72 0200 0000 0000 0110 1153

Bank details II:

Tatra banka, a.s., Bratislava

Account no.:

2935700511/1100

SWIFT (BIC):

TATRSKBX

IBAN:

SK78 1100 0000 0029 3570 0511

Contact person for contractual matters:

Ing. Viliam Križan, Head of Procurement, Logistics and Services;

Contact person for technical matters:

Ing. Ján Mošat', Head of Pipeline Systems;

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

2. Seller

..... *[to be added by tenderer]*

Registered office: *[to be added by tenderer]*

Incorporated in: *[to be added by tenderer]*

Represented by: *[to be added by tenderer]*

Company ID: *[to be added by tenderer]*

VAT ID: *[to be added by tenderer]*

Tax ID: *[to be added by tenderer]*

Bank details I: *[to be added by tenderer]*

Account no.: *[to be added by tenderer]*

SWIFT (BIC): *[to be added by tenderer]*

IBAN: *[to be added by tenderer]*

Contact person for contractual matters: *[to be added by tenderer]*

Contact person for technical matters: *[to be added by tenderer]*

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

(the Buyer and the Seller hereinafter referred together to as the “**Contracting Parties**“)

I. Subject-Matter of the Contract

1. The Seller herewith commits to supply the Buyer ball valves of the dimension: **[the Buyer and Seller shall specify prior to signature of the Contract]** for use within high pressure gas pipelines of the Buyer of dimensions and quantities according to this Contract and under conditions agreed herein (hereinafter referred to as the **“Goods”**).
2. The detailed specification of the Goods is laid down in Attachment 1– Specification and Pricelist of Ball Valves, in Attachment 2 – Technical-delivery Conditions Ball Valves for High Pressure Gas Pipelines DN 300 – DN 1400, in Attachment 3 – Technical-delivery Conditions Actuators for Ball Valves for High Pressure Gas Pipelines DN 300 – DN 1400 and in Attachment 4 – Technical-delivery Conditions Ball Valves for High Pressure Gas Pipelines DN 50 – DN 250 (Attachment 2, Attachment 3 and Attachment 4 hereinafter referred together to as the **“TDC”**), which constitute an inseparable part of this Contract and are binding for the Seller (Attachment 1, Attachment 2, Attachment 3 and Attachment 4 hereinafter referred together to also as the **“Specifications”**). At the same time, the Contracting Parties have agreed that Attachment 3 – Technical-delivery Conditions Actuators for Ball Valves for High Pressure Gas Pipelines DN 300 – DN 1400, applies also to actuators for ball valves of dimensions DN 50 – DN 250.
3. The following obligations of the Seller are a part of the Subject-Matter of this Contract as well:
 - a) To ensure, at its own cost, transportation of the Goods to the place of Goods delivery according to Article II, paragraph 1 hereof;
 - b) To supply the Buyer accompanying documentations to the Goods to the extent pursuant to the TDC at least (hereinafter referred to as the **“Documentation”**);
 - c) To put the Goods into operation in accordance with applicable legal regulations;
 - d) Training of Buyer’s operational personnel for operations and control of actuators;
4. The Seller’s commitment can be deemed fulfilled, if the Seller meets all its contractual obligations in accordance with this Contract, especially (but not exclusively) supplies the Goods to the Buyer in agreed quantity, quality, place and time and delivers timely to the Buyer also complete and whole Documentation.
5. The Buyer commits to take over from the Seller the Goods delivered in accordance with this Contract and pay for so delivered Goods the agreed price.

II. Terms of Contract Fulfilment

1. Place and time of delivery

- 1.1. The Seller is obliged to deliver the Goods to the Buyer in the time and to the place specified in Attachment 1 hereof. The period of Goods delivery in Attachment 1 hereof is specified in weeks from the date of signature of this Contract.

2. Delivery condition

2.1. The Seller is obliged to deliver the Goods in accordance with the condition DDP pursuant to INCOTERMS 2020 issued by the International Chamber of Commerce in Paris, to the place of delivery specified in Attachment 1 hereof.

3. Transfer of risk of damage and title

3.1. The risk of damage to the Goods shall transfer from the Seller to the Buyer in accordance with the delivery condition according to paragraph 2.1 of this Article hereof.

3.2. The title to the Goods shall transfer from the Seller to the Buyer upon takeover of the Goods by the Buyer.

4. Rights and obligations of the Seller

4.1. The Seller is obliged to supply to the Buyer the Goods in accordance with the Specifications stated in Attachments 1, 2, 3 and 4 hereof, requirements of all applicable legal regulations and standards, free of any defects, suitable to the purpose for which the Goods are intended, and in the deadline agreed in Attachment 1 hereof.

4.2. The Seller is obliged to train Buyer's operational personnel for operation, control and maintenance of ball valve actuators. The Seller is obliged to ensure such training along with issuing relevant certificates confirming the completion of the training as follows:

- for the area West eustream, a.s. in the facility KS 04 Ivanka pri Nitre, Slovakia, in the number of 20 Buyer's employees, a
- for the area East eustream, a.s. in the facility KS 02 Jablonov nad Turňou, Slovakia, in the number of 20 Buyer's employees.

All documentation used within the training has to be in the Slovak language and the language of the training shall be Slovak.

4.3. The Seller commits to perform the Contract:

- on its own behalf and to its own risk;
- with due professional care by means of properly qualified and skilled personnel;
- using technological means, raw material and production procedures corresponding to contractual requirements hereof to the quality of Goods and in accordance with good market practice;

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

- a) To utilize all reasonably applicable measures for quality assurance in accordance with applicable international quality assurance rules.
- b) Fully inform itself and carefully study this Contract including annexes hereof as well as all other additional or supplementing documents and specifications provided by the Buyer to the Seller in relation to this Contract (if provided for).
- c) Within 10 business days from receipt of respective documents or information to the Seller, to notify the Buyer in writing of incompleteness, ambiguities or discrepancies among specifications pursuant to this Contract and/or any other documents or information provided by the Buyer to the Seller under this Contract, or any mistake, omission or discrepancy within these documents or among them or among these documents and

requirement of applicable legal regulations or standards, which can affect fulfilment of this Contract by the Seller, and propose a manner of elimination of such deficiencies.

- d) To request in writing for any further information needed for proper fulfilment of this Contract from the Buyer only if the Seller is not able to ensure such information itself without Buyer's cooperation. The Buyer shall provide such information to the Seller without undue delay.

4.5. The Seller is further obliged:

- a) No later than 10 business days prior to the date of Goods delivery, unless the Contracting Parties agree otherwise in writing, to notify (confirm) the Buyer in writing of the exact date of Goods delivery. Such notification shall include also information needed for proper unloading the Goods by the Buyer and its transporting to the place of warehousing thereof, to the following extent at least (but not exclusively): Seller's business name and address of its registered office, number of this Contract, kind and dimensions of the Goods (length, diameter, wall thickness, insulation type) and total weight (kg).
- b) To notify the Buyer of the production commencement date and dates of Goods tests that the Seller is obliged to perform pursuant to the TDC, 14 days in advance as minimum.
- c) To inform the Buyer without delay on all facts that the Seller learns in course of Contract fulfilment and which can endanger timely fulfilment of this Contract or otherwise affect fulfilment of this Contract by the Seller.
- d) In order to demonstrate that the Goods possess qualities specified in the Specification, the Seller is obliged to deliver to the Buyer a copy of one counterpart of valid, complete and whole Documentation in writing (i.e. printed out in paper) according to Article I, paragraph 3, letter b) hereof no later than within the deadline of Goods delivery to the Buyer, in manner specified in paragraph 5 on this Article hereof. For the purposes of this Contract, the Documentation delivered by the Seller to the Buyer deems valid if every one document being a part thereof is valid, i.e. if every document is submitted in its original or officially verified copy thereof, or as a copy thereof verified by signature of Seller's authorized person and sealed by Seller's stamp.

4.6. The Seller is also obliged to ensure the execution of all material tests and all mechanical and non-destructive tests of all parts of ball valves as prescribed in the TDC. The Seller shall submit copies of protocols of such tests, including the results thereof and comparisons to required values according to Attachment 1 hereof, as a part of the Documentation.

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

5. Documentation

5.1. The Seller is obliged to deliver to the Buyer, as a part of Goods supply, one copy of the complete Documentation in writing (i.e. printed out to paper) according to Article I, paragraph 3, letter b) hereof (especially but not exclusively the Protocol of execution of pressure and tightness tests and Inspection certificate pursuant to EN 10204 3.2), and this no later than by the date of Goods delivery to the Buyer agreed according to this Contract. The Seller shall deliver the Documentation either to the place of delivery along with the Goods or in advance by the post (or

by a courier service or in person respectively) to the following address of the Buyer:

eustream, a.s.

Registry

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

Votrubova 11/A

821 09 Bratislava

Slovak Republic

- 5.2. The Documentation will be considered timely delivered also, if a copy of valid complete and whole Documentation according to paragraph 5.1 of this Article hereof is delivered to the Buyer by electronic mail (hereinafter referred to as an "e-mail") to the e-mail Buyer's address: martin.mikula@eustream.sk or jan.repa@eustream.sk within the deadline of Goods delivery agreed under this Contract provided that no later than within 5 business days from that deadline the complete and whole Documentation shall be delivered to the Buyer also in paper form (i.e. printed out to paper).

- 5.3. The Documentation has to be delivered in the Slovak or Czech language.

6. Rights and obligations of the Buyer

- 6.1. The Buyer is, in case of Seller's notification of deficiencies in the documents provided for by the Buyer to the Seller for the performance of this Contract, obliged, within 10 business days upon receiving such notification, either to approve in writing proposals submitted by the Seller or decide itself how to resolve or eliminate the aforementioned deficiencies, and to notify the Seller of its decision in writing even within the same period.
- 6.2. In performing the inspection according to paragraph 7 of this Article hereof in Seller's manufacturing plant, the Buyer or natural persons or legal entities authorized by the Buyer respectively, are obliged to accept safety instructions of the Seller and to act so that they do not threaten safety of themselves or any other persons or property.

7. Inspection in manufacturing plant

- 7.1. The Contracting Parties have agreed that the Buyer has right to perform inspections in Seller's manufacturing plant for the purpose of verification of the Seller's measures to assure the quality of the Goods at any time from the signature of this Contract by completion of Goods manufacturing. The Buyer has also the right to attend individual tests prescribed in the Specifications (Attachments 1 and 2 hereof).
- 7.2. The Seller is obliged to allow the Buyer or natural persons or legal entities authorized by the Buyer respectively, the execution of the inspection during the Goods manufacturing or their participation in tests of the Goods in the manufacturing plant to the reasonable extent and at reasonable time.
- 7.3. The Seller is obliged to provide the Buyer with reasonable assistance in course of the inspection in the Seller's manufacturing plant. It is understood especially (but not exclusively) the following:
- a) Enabling access to relevant production or testing facilities; the Seller can limit or deny such access, if the safety requires so, however also in such case the Seller is obliged, if circumstances allow it, to ensure for the Buyer in

reasonable manner the possibility to observe the course of the manufacturing or testing;

- b) Demonstrable instructing the persons performing the inspection on behalf of the Buyer on safety principles and provision of all information important for maintaining the safety of persons and property in Seller's facility even prior to inspection commencement;
- c) Provision of access to suitable and reasonable office(s) upon request of the Buyer for the purpose of performing the inspection and related administration at Buyer's party, if needed for inspection execution;
- d) Provision of protection means including personal ones (e.g. protection against harmful radiation, protective helmet, gloves, protective glasses, etc.), exempt for protective dresses and shoes;
- e) Provision of a contact person who will accompany Buyer's representatives within the Seller's manufacturing plant as needed;
- f) Provision of relevant documentation or information by the Seller or its subcontractors, needed for execution of the inspection (audit) or tests according to Buyer's requests, exempt for information constituting trade secret of the Seller or its business partners;

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

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

purpose of use, the Buyer may consider as material breach of the Contract by the Seller.

- 7.9. Performing any inspection by the Buyer or its attendance at any tests during Goods manufacturing does not relieve the Seller from any obligations or liability under this Contract.
- 7.10. The provisions of paragraphs 7.1 up to 7.9 of this Article hereof apply in full also to Seller's subcontractors.

8. Designation, packaging and transportation of the Goods

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

9. Takeover of the Goods by the Buyer

- 9.1. Duly delivered Goods is considered the delivery of a ball valve in design and with accessories (i.e. including an actuators, if specified) in accordance with the Specifications (Attachments 1, 2, 3 and 4 hereof) to the place and in the time specified in Attachment 1 hereof along with the Documentation according to Article I, paragraph 3, letter b) of this Contract.
- 9.2. The Buyer will take over the Goods from the Seller at the agreed place of delivery specified in Attachment 1 hereof. The Takeover of the Goods has to be confirmed in writing in form of a protocol of delivering and taking over the Goods signed by authorized representatives of both Contracting Parties (hereinafter referred to also as the "**Takeover Protocol**"). The Takeover Protocol must include at least (but not exclusively) the following essentials: business names and registered offices of both Contracting Parties, Buyer's number of the Contract, name and identification of the delivered Goods (kind, dimensions, specification, total weight of ball valves and their serial numbers), list of all defects found at taking the Goods over by the Buyer, unambiguous declaration of the Buyer on taking the Goods over, date and place of delivery and taking over the Goods in accordance with the Contract, names, positions and signatures of responsible persons and stamps of both Contracting Parties. The Seller shall elaborate the Takeover Protocol in two original counterparts, one of which shall possess each Contracting Party. For the purposes of value added tax, the date of delivery shall be the date of Goods delivery and takeover specified in the Takeover Protocol.
- 9.3. Also a proper delivery note can be considered a Takeover Protocol if includes the essentials agreed in paragraph 9.1 of this Article hereof.
- 9.4. The Buyer will take over the Goods in the place of their delivery only, if the Seller demonstrated unequivocally in appropriate Documentation compliance with all tests according to the Specifications, i.e. that the Goods possess the required properties specified in the TDC and meets requirements of the Buyer according to this Contract.
- 9.5. The Buyer has right to reject and not to take over the Goods:

- that has been delivered to a place other than agreed place of delivery according to Attachment 1 hereof, and/or
 - that is not specified in delivered Takeover Protocol, and/or
 - at which the Seller has not demonstrated unequivocally that the Goods meet all tests according to the Specifications, i.e. the Goods which does not show the requirements specified in Attachment 1 hereof or in the TDC or it does not meet the requirements of the Buyer according to this Contract, and/or
 - at which any damage was found during the takeover, which may result in change of properties thereof preventing their use or substantially limiting their use for the purpose according to this Contract, and/or
 - to which the Documentation according to paragraph 5 of this Article hereof has not been delivered.
- 9.6. In case of rejecting the Goods by the Buyer according to paragraph 9.5 of this Article hereof, the Seller has not right for payment the price, any sanctions and claims for compensation of any damage thereof.
- 9.7. The Seller declares that, in time of delivery, is the owner of the Goods, is entitled to dispose the Goods and that the Goods are not encumbered by the rights of third parties.

10. Solidary rights and obligations

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

- 10.1. Of all the Seller's rights and obligations arising from this Contract and/or related hereto, the economic entities acting on the Seller's party (hereinafter referred to as the "**Association Member**") are entitled and bound jointly and severally (joint and several rights and joint and several obligations).
- 10.2. The Buyer is entitled to request for the fulfilment of Seller's obligations from any Association Member.
- 10.3. The Contracting Parties have agreed that the rights of the Seller against the Buyer, exempt for the right of invoicing according to this Contract, shall exercise on behalf of the Seller (i.e. all Association Members) only one Association Member and this solely the company ***[to be added by tenderer]***.
- 10.4. The Contracting Parties have further agreed that solely the following Association Member..... ***[to be added by tenderer]*** shall be entitled to issue appropriate invoice and request for payment thereof on behalf of the Seller.
- 10.5. At the same time, the Association Members confirm that, for the purpose of due fulfilment this Contract, they have concluded a written association agreement between them (hereinafter referred to as the "**Association Agreement**").
- 10.6. The Seller is obliged upon (written) request of the Buyer to submit an officially verified copy of the Association Agreement to the Buyer without delay, however no later than within 14 days from receipt of appropriate Buyer's request, if did not do so earlier.

III. Price and Payment Terms

1. Price

- 1.1. The Contracting Parties have agreed that the price for supply of the Goods is determined upon an agreement of the Contracting Parties and specified in Attachment 1 hereof – Specification and pricelist of ball valves.
- 1.2. In the price determined according to paragraph 1.1 of this Article hereof, also costs for Goods packaging, costs for transportation thereof to the place of delivery and any other costs of the Seller connected with delivery of the Goods according to this Contract, are included.
- 1.3. The value added tax (VAT) shall be applied to the price according to paragraph 1.1 of this Article hereof pursuant to applicable legal regulations.

2. Payment terms

[Note: The following wording of paragraph 2.1 is applicable if only 1 ball valve is subject of the delivery and the tenderer, whom this case does not relate to, shall delete it from the draft Contract:]

- 2.1. The payment of the price according to paragraph 1.1 of this Article hereof shall be performed by a wire transfer, as the whole, without any advances, upon an invoice issued by the Seller to the Buyer after protocol takeover of the Goods by the Buyer according to Article II, paragraph 9 hereof and after meeting all obligations of the Seller related to the delivery of the Goods under this Contract including the obligation to deliver the Documentation according to Article II, paragraph 5 hereof. A copy of the Takeover Protocol according to Article II, paragraph 9 hereof and a copy of appropriate transporting document, in which the takeover of the Goods by the Buyer in the place of delivery within the territory of the Slovak Republic will be confirmed, shall be attached to such invoice.

[Note: The following wording of paragraph 2.1 is applicable if more than 1 ball valve is subject of the delivery and the tenderer, whom this case does not relate to, shall delete it from the draft Contract:]

- 2.1. The payment of the price according to paragraph 1.1 of this Article hereof shall be performed by a wire transfer, in parts, without any advances, upon invoices issued by the Seller to the Buyer to a proportional part of the price according to Attachment 1 hereof always after completion of particular delivery and protocol takeover respective ball valve(s) by the Buyer according to Article II, paragraph 9 hereof and after meeting all obligations of the Seller related to the delivery of the Goods under this Contract including the obligation to deliver the Documentation according to Article II, paragraph 5 hereof. A copy of appropriate Takeover Protocol according to Article II, paragraph 9 hereof and a copy of appropriate transporting document, in which the takeover of the Goods by the Buyer in the place of delivery within the territory of the Slovak Republic will be confirmed, shall be attached to each such invoice.
- 2.2. The Buyer and the Seller have agreed that the invoice shall be issued and received electronically, by sending the invoice in PDF file format via an electronic mail (e-mail) to the Buyer's e-mail address dedicated to receiving electronic invoices (hereinafter referred to as "**Electronic Invoice**"), unless the Contracting Parties agree otherwise in writing. The terms specified in paragraph 2.3 of this paragraph 2 of this Article hereof shall apply to the receipt and issuance of the Electronic Invoices according to the preceding sentence.

- 2.3. An invoice issued by the Seller to the Buyer must include all mandatory data according to applicable legal regulations and at the same time the following:
- information that it is an invoice;
 - invoice serial number;
 - first and last name or business name of the Seller, address of its registered office, its place of business or its commercial establishment, place of residence or the address of a place where the Seller usually stays;
 - business name of the Buyer, address of its registered office, its place of business, its commercial establishment;
 - company registration number, tax identification number and identification number for tax (VAT ID) of both Contracting Parties;
 - place of registration of the Seller and the number of the document pursuant to which the registration was performed;
 - number of this Contract;
 - invoice issue date;
 - date when Goods were delivered or date when the payment was received (in case the payment was received before the Goods delivery), if this date can be determined and if it differs from the invoice issue date;
 - in case there is a three party trade, it is necessary to refer it to in the invoice;
 - quantity and kind of delivered Goods;
 - invoice due date;
 - variable symbol;
 - constant symbol;
 - bank details of the Seller in the form of IBAN and BIC (or in other form in case IBAN is not used in the payment recipient´s location);
 - payment method: wire transfer;
 - VAT rate or information on VAT exemption; in case of a VAT exemption a reference to the provision of the respective act or the Council Directive 2006/112/EC of 28 November 2006 on the common system of value added tax as amended, or word information „delivery is exempted of tax“;
 - total amount of VAT in Euro, which shall be paid;
 - tax base for each tax rate, unit price excluding VAT and discounts and rebates, if not already included in the unit price;
 - deduction of paid advance payments (if provided);
 - amount to be paid;
 - name, e-mail address and telephone number of the person in charge at the party of the invoice issuer;
 - word information „invoice copy by the Buyer“, if the Buyer, who is the recipient of the Goods, issues the invoice pursuant to applicable legal regulations;
 - word information “transfer of tax obligation”, if the entity obliged to pay the VAT is the Buyer;
- 2.4. In case the Seller is a registered VAT payer in territory of the Slovak Republic and performs construction works including supply of building or a part thereof, classified to section F according to the statistical classification of products by works (hereinafter referred to as "**CPA**") and/or the Seller supplies goods along with their installation or assembly, if such installation or assembly belongs to

- section F of the CPA, the domestic regime of reverse charge to the Buyer applies. In such case, the Seller is obliged to state on the invoice the information "**construction works Section F according to the CPA**". The Seller is obliged to issue separate invoice for works, for which the Seller pays VAT in accordance with applicable laws, and separately for works in respect of which the person obliged to pay VAT is the Buyer. The Seller is responsible for a correct categorization of the works provided to the respective section F according to CPA.
- 2.5. If the Seller is registered as a VAT payer in the Slovak Republic and if the subject-matter of the delivery is:
- the goods pursuant to Chapter 72 of the Common Customs Tariff and items 7301, 7308 and 7314 of the Common Customs Tariff,
 - delivery of mobile telephones, and/or
 - delivery of integrated circuits, such as microprocessors and central processing units, in the state before inbuilt into products for the end consumer,
- the Seller is obliged to specify in an invoice, with respect to the individual goods delivered, a code number of the combined nomenclature pursuant to the rules of classification of the goods into items in the Common Customs Tariff applicable at the time of delivery of such goods.
- 2.6. Each invoice is to be issued in the contractual currency Euro (EUR).
- 2.7. Bank details of the Seller in IBAN + SWIFT (BIC) format, specified in the invoice, shall be identical with the bank details specified in this Contract. Otherwise the Buyer is entitled to pay the invoiced amount using the bank details specified in the invoices whereas in such case the Buyer shall not be liable for any eventual damage that may the Seller incur as a result of incorrectly addressed payment.
- 2.8. In case the Seller is a registered VAT payer in territory of the Slovak Republic, the Seller is also obliged to state in the Contract and invoice the bank account published on the web site of the Financial Directorate of the Slovak Republic as the Seller's registered bank account used for business being subject to the value added tax.
- 2.9. The invoice maturity period is 30 from the date of its delivery to the other Contracting Party. The date of debiting the owing amount debtor's account in favor of the creditor's account deems the date of fulfilling the financial obligation. If the due date of the invoice falls on the day off work (i.e. the day which is not a business day), the first next business day shall be accepted by the other Contracting Party as the day of fulfilment of the financial obligation upon equal price and payment terms. If the Buyer is debtor, the day off work is understood a day off work in the Slovak Republic. If the Seller is debtor, the day off work is understood according to the country of Seller's residence.
- 2.10. Obligations of the Contracting Parties shall be paid in the Euro currency.
- 2.11. If an invoice does not include the data agreed in this Contract, the Buyer is entitled to return such invoice back to the Seller without settlement thereof. In such case the invoice maturity ceases to run and the Seller is not entitled to claim from the Buyer for any sanctions for late obligation fulfilment but it is obliged to issue a new invoice in accordance with this Contract and specifying therein a new maturity date starting from the date of submitting the corrected invoice.
- 2.12. Bank fees on territory of the Slovak Republic shall be borne by the Buyer whereas the bank fees abroad shall be borne by the Seller. In case of breaching the contractual payment terms all bank fees shall be borne by the Contracting Party causing such breach.

- 2.13. The Contracting Parties have agreed that neither rights nor receivables resulting from this Contract can be assigned or transferred without a prior written agreement with the other Contracting Party, otherwise such receivables assignment or transfer of rights shall be null and void.
- 2.14. The Contracting Parties have agreed that, if the Buyer has a monetary claim against the Seller for any legal reason, the Buyer is entitled to set off unilaterally such claim against a Seller's claim against the Buyer in the amount in which they cover each other. The Buyer is entitled to set off claims even in cases where the Buyer's claim is not due, is time-barred or is reported in a different currency. The Buyer shall notify the Seller of such unilateral set-off of the claims in writing.

3. Conditions for Issuing and receiving Electronic Invoices

- 3.1. The Contracting Parties have agreed that, from the effective date of this Contract, the Seller is required to issue Electronic Invoices to the Buyer under the conditions specified in this paragraph 3 of this Article hereof and, at the same time, the Buyer grants the Seller its express consent in accordance with the VAT Act and Council Directive 2006/112/EC on the common system of value added tax (hereinafter the "**Council Directive 2006/112/EC**") to issue any invoices under the Contract as Electronic Invoices to the Buyer under the conditions set out in this paragraph hereof.
- 3.2. The Electronic Invoices issued and received in accordance with the conditions set out in this paragraph hereof shall be considered to be invoices for the purposes of the VAT Act and the Council Directive 2006/112/EC.
- 3.3. The Contracting Parties have agreed on the following procedures intended to ensure the authenticity of the origin, the integrity of the content and the legibility of the Electronic Invoices issued under the Contract:
- the Electronic Invoices and attachments thereto shall be solely in the PDF file format (PDF/A) which will not be password protected, locked for printing or compressed by any file compression program;
 - one (1) e-mail message (e-mail) may contain a maximum of one (1) electronic Invoice which shall include, in addition to the invoice, also all attachments thereto in accordance with the Contract. The maximum size of one e-mail message is 5 MB unless otherwise agreed by the Buyer and the Seller in writing;
 - the date of issue of the Electronic Invoice shall be stated in the text of the Electronic Invoice and shall be a part of its content;
 - neither Contracting Party shall interfere with the issued and received Electronic Invoice or change its content;
 - both Contracting Parties are required to ensure proper and legible archiving, authenticity of the origin, inviolability of the content and legibility of the Electronic Invoices throughout the retention period thereof;
 - the Buyer shall not be responsible for any eventual changes in the content of an Electronic Invoice or attachments thereto upon delivery; the issuer is responsible for adequate securing the PDF file containing the Electronic Invoice against changes in its content at the time of delivery of the invoice;
- 3.4. The Contracting Parties have agreed that the Seller shall send Electronic Invoices to the following Buyer's e-mail address dedicated for receiving Electronic Invoices: invoice@eustream.sk, which the Buyer has an exclusive access to. At the same time, the Seller undertakes not to use the above Buyer's e-mail address for the purposes other than sending Electronic Invoices.

- 3.5. The delivered Electronic Invoices shall contain all the essentials of an invoice in accordance with the relevant applicable legal regulations.
- 3.6. If an Electronic Invoice is not made in accordance with the Contract (in particular, but not exclusively in accordance with the conditions specified in this paragraph 3 of this Article hereof), such Electronic Invoice shall be considered undelivered and the Buyer has the right to reject such invoice and return it back to the email address, which it was sent from, without settlement thereof.
- 3.7. The Electronic Invoice shall be considered as delivered on the day of its delivery (receipt) to the Buyer's e-mail address specified in paragraph 3.4 of this Article hereof.
- 3.8. The Seller undertakes to send Electronic Invoices to the Buyer from the following e-mail address: **[to be added by tenderer]**. The Seller declares that it has an exclusive access to the aforementioned e-mail address.
- 3.9. The Seller undertakes to inform the Buyer in writing on any changes affecting the sending of Electronic Invoices, in particular it is required to notify of any change of the e-mail address, which the Electronic Invoices are going to be sent from, by sending a written notification of its new e-mail address to the Buyer's e-mail address: efaktury@eustream.sk. The change of the e-mail address shall take effect on the day specified in the Seller's notification and, if such a day is not specified in the notification, on the day of delivery of the Seller's notification (upon receipt of the e-mail message) to the Buyer.

IV. Tax Essentials

1. In settlement of their tax obligations the Contracting Parties shall proceed in accordance with the applicable and effective legal regulations of the country of which they are residents and in accordance with the applicable international legal norms. The option to assume tax liability on behalf of the other Contracting Party is excluded.
2. Should not the Seller be a resident of the Slovak Republic, the Seller is obliged to submit to the Buyer an officially authenticated certificate from the tax (financial) authority of its tax domicile (residence) within 10 days from the date of conclusion of the Contract at the latest, unless the Seller had done so at the conclusion of the Contract. In case a payment pursuant to the Contract shall be made prior to the lapsing of a period of 10 days from the date of conclusion of the Contract, the certificate shall be submitted as to the date of conclusion of the Contract, however, at the latest on the date the first payment is made.
3. Should not the Seller be a resident of the Slovak Republic, the Seller shall submit an affidavit in which it shall declare the following:
 - whether the Seller has or it does not have a permanent commercial establishment in the Slovak Republic territory pursuant to the legal regulations applicable in the Slovak Republic and/or pursuant to the respective treaty on avoiding double taxation (hereinafter referred to as the “**International Treaty**”),
 - whether the activities being the subject-matter of the Contract are carried out through such permanent commercial establishment or, in case software or license delivery is the subject-matter of the Contract, the Seller shall specify in the affidavit the real owner of the such software/licenses,

- whether by virtue of the Contract the Seller can acquire a permanent commercial establishment in the Slovak Republic or a tax obligation for the employees or persons working for the Seller in the Slovak Republic can arise pursuant to the legal regulations applicable in the Slovak Republic and the pursuant to the International Treaty.

The abovementioned affidavit shall be submitted by the Seller to the Buyer at the conclusion of the Contract at the latest. Should the Seller acquire a permanent commercial establishment in the Slovak Republic after the conclusion of the Contract, the Seller is obliged to notify the Buyer in writing of this fact without delay.

4. Should the Seller, not being a resident of the Slovak Republic, perform the subject-matter of the Contract through its branch located in the Slovak Republic, such Seller shall be obliged to submit to the Buyer at the conclusion of the Contract, or within 10 days from the conclusion of the Contract at the latest, an officially authenticated copy of the extract from the Commercial Register in respect to such branch, not older than three months.
5. Should the Seller, being a resident of a member state of the European Union or being a resident of a member state of the European Economic Area, have a branch or a permanent commercial establishment in the Slovak Republic, such Seller shall submit a declaration to the Buyer at the conclusion of the Contract, or within 10 days from the conclusion of the Contract at the latest, certifying that the Seller is subject to taxation in such member state of the European Union or such member state of the European Economic Area from the income from the source on the territory, as well as outside the territory of this member state of the European Union or the member state of the European Economic Area, whereas the Seller shall not be considered a tax payer with unlimited tax liability in the Slovak Republic. The Seller shall also submit to the Buyer a certificate or an officially authenticated decision issued by the respective tax administrator in the Slovak Republic on paying prepayments of income tax of legal entities.
6. Should the Seller, not being a resident of a member state of the European Union or not being a resident of the member state of the European Economic Area, have a branch or a permanent commercial establishment in the Slovak Republic, such Seller shall submit to the Buyer officially authenticated copies of the income tax payer registration certificate in the territory of the Slovak Republic and (final/effective) decision of the respective tax administrator that the Seller has been paying tax prepayments pursuant to the Act No. 595/2003 Coll., the Income Tax Act as amended (hereinafter referred to as the "Income Tax Act"), applicable and effective in the Slovak Republic, within 10 days from the date of conclusion of the Contract at the latest, unless the Seller had done so at the conclusion of the Contract. Provided that the documents referred to herein above have been timely submitted by the Seller, the Buyer shall not withhold the appropriate amount necessary to meet the respective tax liability or shall proceed in accordance with the decision of the respective tax administrator.
7. Should the Seller, not being a resident of a member state of the European Union or not being a resident of the member state of the European Economic Area, have a branch or a permanent commercial establishment in the Slovak Republic and fail to submit the decision of the respective tax administrator concerning the payment of income tax prepayments, the Buyer shall, as to the payment date, withhold from the payments the appropriate amount for securing the tax in accordance with the Income Tax Act applicable and effective in the Slovak

- Republic or in accordance with the International Treaty respectively, which takes precedence over the above act.
8. In case the Seller is a resident of neither a member state of the European Union nor a member state of the European Economic Area, the Buyer is entitled to deduct from payments an appropriate amount to provide for securing the tax in accordance with Income Tax Act valid and effective in the Slovak Republic or in accordance with an International Treaty respectively, which takes precedence over this Act.
 9. Should the Seller acquire a permanent commercial establishment in the Slovak Republic after the conclusion of the Contract and should the Seller fail to inform the Buyer about this fact, the Seller declares and commits to compensate the Buyer for the tax security, penalties and interest payments, which may be incurred by the Buyer as a consequence of a breach of the Seller's notification duty pursuant to the applicable legal regulations in the Slovak Republic and/or as a consequence of not withholding tax prepayment for securing tax, where such failure to withhold originated as a result of a breach of obligation to inform or of another obligation of the Seller to the Buyer. The Buyer may ask for the abovementioned compensation not earlier than on the day of delivery of a payment order or a decision issued by the respective tax administrator addressed to the Buyer.
 10. Should the Seller be a registered VAT payer in the Slovak Republic, the Seller shall also submit to the Buyer a copy of the certificate of the VAT payer registration. Should the Seller be a registered VAT payer in other member state of the European Union and should such Seller perform the subject-matter of this Contract as a VAT payer registered in that other member state of the European Union, the Seller shall also submit to the Buyer a copy of the certificate of the VAT payer registration in that EU member state (which has assigned the VAT ID to the Seller, under which the Seller performs the subject-matter of the Contract).
 11. In case the Seller performs the subject-matter of the Contract through its permanent commercial establishment located in the Slovak Republic or a permanent commercial establishment defined for the purposes of VAT pursuant to applicable legal regulations while such permanent commercial establishment is a VAT payer in the Slovak Republic, the Seller shall submit to the Buyer also a copy of the certificate of the VAT payer registration and, upon a request of the Buyer, also affidavits needed for proper application of a levy and/or right for VAT deduction.
 12. Should the tax administrator return, for any reason whatsoever, to the Seller the withheld and paid tax prepayment for securing or the withholding the tax through the tax payer, i.e. through the Buyer, this sum shall be transferred to the Seller's account in the amount and currency determined in the decision of the respective tax administrator, however, in the amount up to the tax deducted in the foreign currency as maximum.
 13. The Contracting Parties undertake to accept any legislative changes in the legislation of the Slovak Republic, including the changes in the tax legislation which shall affect the Contract, and to uphold their application during the period of their effectiveness. The Seller commits to consult with the Buyer any change in relation to its tax liabilities against the Slovak Republic without delay and submit to the Buyer, upon request, all underlying documents necessary for due settlement of its tax liabilities.
 14. Regardless of anything else agreed upon herein:

- (i) Should the Seller make false statements to the Buyer or otherwise mislead the Buyer, the Seller commits to compensate the Buyer in full for the tax withholding, tax security, VAT, penalties and interest payments, which shall be incurred by the Buyer as a consequence of the abovementioned actions of the Seller. The Buyer shall be entitled to request the abovementioned compensation earliest on the date of delivery of the payment order or the decision issued by the respective tax administrator addressed to the Buyer.
 - (ii) The Seller is fully liable to the Buyer for damage suffered by Seller's improper use of the reverse charge to the Buyer instead of applying the tax on output and vice versa. Such damage shall be deemed, inter alia, fines, interest and additional tax levied by the competent tax authority.
- 15. If the Seller is a registered VAT payer in the Slovak Republic and decides for special tax arrangements on receipt of payment for the goods or services (hereinafter referred to as "**Special Tax Arrangement**"), the Seller is obliged to inform the Buyer about such decision in writing by the end of the calendar month in which it has applied the Special Tax Arrangement. Likewise, if the Seller ends the application of the Special Tax Arrangement, the Seller is obliged to notify Buyer within 5 days from the end of the tax period in which the Seller stops applying the Special Tax Arrangement.
- 16. In the event that the Seller is a value added tax payer in the Slovak Republic, including a foreign entity having a permanent commercial establishment in the Slovak Republic registered for the value added tax, and invoice for the subject-matter of the Contract is issued under the VAT ID assigned to the permanent commercial establishment in the Slovak Republic, the Seller hereby declares that:
 - (i) as of the date of conclusion of this Contract, no reasons exist based on which the Buyer should or could be a guarantor of tax obligation of the Seller originating from the VAT, which the Seller has charged the Buyer or will charge Buyer on the price pursuant to this Contract in accordance with Article 69 (14) in connection with Article 69b of the Act No. 222/2004 Coll. on the value added tax, as amended (hereinafter referred to as the "**VAT Act**");
 - (ii) in the event that the VAT Act provides so, the Seller shall make due tax return on VAT and in the event an obligation to pay the VAT arises, the Seller shall pay the tax on the agreed maturity date to the respective tax administrator;
 - (iii) in the event that the VAT Act imposes on the Seller an obligation to pay the VAT, the Seller does not have any intent not to pay the VAT related to the performance under the Contract, or any intent to reduce this VAT, or potentially to elicit a tax exemption, and it does not have any intent to get itself into a position in which the Seller would not be able to pay this VAT.
- 17. The Buyer is entitled, in the event that the Seller does not confirm in writing to the Buyer at the moment of arising the tax obligation that no obligation originates to the Buyer to guarantee for the VAT pursuant to Article 69 (14) of the VAT Act, to delay the settlement of the sum amounting to the VAT from each respective invoice issued by the Seller, whereby the Seller explicitly agrees with this fact.
- 18. In the event that at the time of the Seller's tax liability the Buyer knows or on the basis of sufficient reasons specified in the VAT Act (Sect. 69 (14)) should have known or could have known that all or part of the tax on goods or services will not be paid by the Seller, the Buyer is entitled not to pay the VAT amount stated in the Seller's invoice or part thereof to the Seller within the due date of the invoice.

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

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

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

1. Warranty and liability for defects

- 1.1. The Seller provide the Buyer with warranty for the quality of the Goods delivered for the period of 36 months from the date of Goods takeover by the Buyer.
- 1.2. The Seller provide the guarantee that the Goods are delivered properly, timely and completely and that the Goods shall retain the properties agreed in this Contract, Specifications (Attachments 1, 2, 3 and 4 hereof) and in relevant applicable legal regulations and standards, and that the Goods shall not show any defects during the warranty period.
- 1.3. The Seller is responsible also that the delivered Goods does not show any legal defects, and that no claims will be made by a third party due to infringement or threat of copyright, trademark rights or other similar rights.
- 1.4. The Seller is responsible for defects of the Goods pursuant to the provisions of Article 422 of the Commercial Code and subsequent Articles thereof. The Seller is responsible for legal defects of the Goods pursuant to the provisions of Article 433 of the Commercial Code and subsequent Articles thereof.
- 1.5. Should the Goods have any defects, the Buyer has right to claim from the Seller for the following:
 - (i) elimination of defects upon a repair of the Goods by the Seller; also the Buyer may eliminate a defects upon a repair at cost of the Seller, at the same time the Buyer is entitled to have the defect eliminated by a third party at cost of the Seller, if the Seller has not eliminated the defect within a reasonable period specified by the Buyer for such elimination;
 - (ii) elimination of defects upon supplying substitutional goods to replace the defective Goods, i.e. substitutional performance by the Seller;
 - (iii) provision of a reasonable discount to the price for the Goods by the Seller;
 - (iv) withdrawal from the Contract.The choice between defect claims belongs to the Buyer.
- 1.6. The Seller is obliged to start to cure the claimed defects within 10 business days upon a written claim of the Buyer according to paragraph 1.5, sections (i) and (ii) of this Article hereof.
- 1.7. The case when the same defect of the Goods occurs repeatedly even despite its elimination by applying one of the claims according to paragraph 1.5, sections (i) and (ii) of this Article hereof, deems a material breach of this Contract by the Seller.

- 1.8. Claims for defects of the Goods do not affect the Buyer's claims for damages under this Contract or claims for contractual penalties under this Contract.

2. Liability for damage

- 2.1. A Contracting Party is liable for damage suffered by other Contracting Party in consequence of breaching its obligations resulting from this Contract.
- 2.2. The Contracting Parties have agreed, with regard to all circumstances related to the conclusion of this Contract, that the maximal amount of damage, which the Contracting Parties may claim for in performing this Contract, shall not exceed the amount of the total price specified in this Contract.
- 2.3. At the same time, the Contracting Parties have agreed that they shall mutually compensate only for the actual damage whereas the compensation for lost profit is excluded.

VI. Contractual Sanctions

1. In case of Seller's delay in fulfilment of the subject-matter of the Contract agreed herein, the Buyer is entitled to invoice to the Seller a liquidated damage of 0,2% of the price per each commenced day of delay, however up to the amount of the price agreed in the Contract as maximum.
2. In case of debtor's delay in fulfilling the financial obligation, the creditor is entitled to invoice to the debtor an interest on late payment of 0,02% of the owing sum per each day of delay, however up to the amount of owing sum as maximum.
3. The application of a contractual fine agreed upon in this Contract does not affect the right to compensation for damage suffered by the eligible Contracting Party due to non-fulfillment of the contractual obligations secured by such contractual fine, in an amount exceeding the paid contractual fine.

VII. 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 reasonably 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 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:
 - 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 of the Contract, and
 - the impediments or their consequences could not be prevented, avoided or overcome.

4. The Contracting 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 Contracting Party of the nature of the impediment that is currently or will prevent it from performing its obligation and provide information as to consequences thereof. Such notification shall be filed delivered to the Buyer and/or Seller by an e-mail or in writing 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 penalties.
7. Deadlines are extended by a period of circumstances precluding liability duration. During such period, the entitled party waives the right, if it exists, to withdraw from the Contract. Of circumstances precluding liability last continuously longer than 10 weeks, either Contracting Party is entitled to withdraw from the Contract.

VIII. Withdrawal from the Contract

1. Either Contracting Party is entitled to withdraw from the Contract in cases specified in this Contract and in the Act No. 513/1991 Coll. Commercial Code in wording of later regulations (hereinafter referred to as the "**Commercial Code**"), however especially in the case, if the other Contracting Party materially breaches its contractual obligations resulting from this Contract. The Contracting Parties have agreed that the material breach of contractual obligations shall deem also a breach of any obligation resulting from this Contract, which shall not be cured even within additional reasonable period provided for by the other Contracting Party.
2. The Buyer may withdraw from the Contract also in the case, if the Seller does not commence to cure the claimed defects within 10 business days from written application of Buyer's claim.
3. The Buyer may withdraw from this Contract also due to the reasons specified in the Act No. 343/2015 Coll. on public procurement in wording of later regulations (hereinafter referred to as the "**PP Act**") or if requires so from the Buyer any other legal regulation that the Buyer is obliged to follow.
4. 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.
5. 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.
6. The Contracting Parties have agreed that in the case of withdrawal from the Contract as the whole by the Buyer, the Contracting Parties shall return back mutually all provided performances and payments. If it is not possible to return a performance back to the Seller, the Buyer shall pay for respective performance only

an amount by which the Buyer has enriched upon such performance with regard to the level of development of such performance.

7. The withdrawal from the Contract has no prejudice against claims for damages arising from breach if 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 this Contract given the expressed will of the Contracting Parties or by their very nature.
8. In case of Buyer's withdrawal from the Contract, the Buyer has also the right to withdraw from the Contract with consideration given to a performance that has already been accepted or that has not yet been affected by delay, if such performance (given its nature) is of no economic importance for the Buyer without the remainder of the performance at which the delay has occurred.

IX. Body of Law and Dispute Resolution

1. This Contract as well as the rights and obligations arising hereunder, including any interpretation of its validity and consequences in the event of its invalidity, are subject to and shall be interpreted under the legal order of the Slovak Republic. At the same time, the Contracting Parties hereby exclude the application of any and all conflicting standards contained in legal regulations and in bilateral and/or multilateral international treaties and/or agreements, which are included in the legal order of the Slovak Republic.
2. Legal relationships not further regulated in this Contract are governed by the relevant provisions of the Commercial Code.
3. The Contracting Parties have agreed that all disputes arising from or in connection with this Contract shall be resolved upon mutual agreement of the Contracting Parties. In case that no agreement is reached, the disputes shall be resolved with final validity by the local court with jurisdiction over the matter pursuant to procedural regulations applicable in the Slovak Republic.

X. Final Provisions

1. Validity and effectiveness of the Contract

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

2. Ineffective provisions

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

applicable generally binding legal regulations and that as closely as possible approximate the purpose of the Contract assumed by the Contracting Parties.

3. Special provisions

- 3.1. The Contracting Parties have agreed in accordance with the provision of Article 364 of the Commercial Code that the Seller cannot set off any receivables against the Buyer without prior written consent of the Buyer or a separate agreement of the Contracting Parties in writing.
- 3.2. Regardless of any other provisions of the Contract, the Seller acknowledges that:
 - a) this Contract has been concluded as a result of a public procurement procedure pursuant to the PP Act;
 - b) any amendment hereto and any other separate agreement (purchase order) involving any change in the performance hereof and/or additional performance pursuant hereto may only be concluded by the Contracting Parties under the condition that all applicable provisions of the PP Act are met;
 - c) the Buyer is obliged pursuant to the PP Act to publish this Contract as well as other information related to performance hereof (e.g. a report of Contract conclusion, reference of Contract fulfilment, report of Contract fulfilment after completion hereof, etc.), in the manner and to the extent according to the said act;
- 3.3. the Seller commits to provide the Buyer, upon its written request, a cooperation needed for fulfilment of Buyer's obligations pursuant to the PP Act, especially to provide the Buyer for complete and true information and/or documents required pursuant to the PP Act.
- 3.4. The Seller acknowledges that over the duration of this Contract it has the obligation (i) to be registered in the Register of public sector partners (hereinafter referred to as the "**RPSP**") pursuant to the Act No. 315/2016 Coll. On register of public sector partners and on amending and supplementing some acts in wording of later regulations (hereinafter referred to as the "**RPSP Act**"), and (ii) to fulfil all its obligations under the RPSP Act in a full and timely manner. The Seller commits to ensure also that all its subcontractors comply with the obligation to register in the RPSP, if so required, even prior to conclusion of the relevant subcontracting agreement, as well as the full and timely performance of all their obligations under the RPSP Act. A violation of the obligations under the first or second sentence of this paragraph 3.4 hereof is considered a material breach of this Contract by the Seller.
- 3.5. The Seller is obliged to report any change in the details of the Seller and/or its subcontractor, especially (but not exclusively) a change of details being subject of their registration in the RPSP, as well as the data the Seller is obliged to report to the Buyer under Article IV hereof, to the Buyer without delay however not later than within the period defined under applicable legal regulation for reporting such facts to the competent public authority at the latest, and if no such period is defined in legislation, then within 15 business days from the date on which the given change took effect. A violation of the Seller's obligation according to this paragraph regarding the information, which is subject of a registration in RPSP, is considered a material breach of this Contract.

4. Written form

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

5. Language of the Contract

[Note: The following two paragraphs 5.1 and 5.2 are applicable to a tenderer with registered office on the Slovak Republic territory and the tenderer, whom they do not relate to, shall delete them from the draft Contract:]

- 5.1. The communication language of the Contract is the Slovak language and in the case, if needed for performing the Contract, the Seller is obliged upon Buyer's request and at its own cost to ensure translation and interpretation for the Buyer from and to the Slovak language and local language at reasonable quality and professional level.
- 5.2. This Contract is executed in 4 original counterparts in the Slovak language. Each Contracting Party shall possess 2 counterparts thereof.

[Note: The following two paragraphs 5.3 and 5.4 are applicable only to a tenderer with registered office outside of the Slovak Republic territory and the tenderer, whom they do not relate to, shall delete them from the draft Contract:]

- 5.3. The communication language of the Contract is the English language and in the case, if needed for performing the Contract, the Seller is obliged upon Buyer's request and at its own cost to ensure translation and interpretation for the Buyer from and to the English language and local language at reasonable quality and professional level.
- 5.4. This Contract is executed in 4 original counterparts in the English language. Each Contracting Party shall possess 2 counterparts thereof.

List of Attachments:

The following attachments are an inseparable part of the Contract:

- | | |
|--------------|---|
| Attachment 1 | Specification and pricelist of Ball valves <i>[Note: This Attachment shall be added at signature of the Contract];</i> |
| Attachment 2 | Technical–delivery conditions Ball valves for high pressure gas pipelines DN 300 – DN 1400 of the company eustream, a.s.; |
| Príloha č. 3 | Technical–delivery conditions Actuators for ball valves for high pressure gas pipelines DN 300 – DN 1400 of the company eustream, a.s.; |
| Príloha č. 4 | Technical–delivery conditions Ball valves for high pressure gas pipelines DN 50 – DN 250 of the company eustream, a.s.; |

In Bratislava on

In on

Buyer:

Seller:

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