**PURCHASE CONTRACT**

1. **PARTIES**

**Seller**

Business name: **.................................**

Registered office: .....................................

Company ID: .....................................

Tax ID: .....................................

VAT ID: .....................................

Incorporation: .........................................

Bank connection: .........................................

Account number: ..........................................

Represented by: ........................................

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

**Buyer:**

Business name: **FirstFarms Agra M s.r.o.**

Registered office: Vinohrádok 5741, 901 01 Malacky

Company ID: 34122087

VAT ID:  SK7120000140

Tax ID:  2020358263

Represented by: Soren Gerber Nielsen – Director

Company registered in: Companies Register of the City Court of Bratislava III, section: Sro, file no. 13205/B

Bank connection: Tatra Banka a.s.

Account number: SK19 1100 0000 0029 4116 1024

(hereinafter referred to as the “**Buyer**”)

Seller and Buyer together also referred to as “**Parties**”

The Parties enter into the present purchase contract (hereinafter referred to as the “**Contract**”) under Article 409 et seq. of the Commercial Code.

1. **SUBJECT OF THE CONTRACT**

2.1. The Subject of this Contract shall be supply of equipment, namely: The “**Compressing Milk Line”** as specified in Annex no. 1 and pursuant to the Price Offer in Annex no. 2, pursuant to the basic drawing of technology and location stated in Annex no.3, description of the technical solution stated in Annex no. 4, as a technological unit (hereinafter as the “Subject of Purchase”). Also the design (project/technical preparation), preparation and handover of the documentation, transport to the place of delivery, assembly, putting into operation, test performance, software delivery and provision of licensing rights, training of operators at the place of delivery, warranty and operational service are parts of equipment delivery (hereinafter collectively as “Subject of the Contract”).

2.2. As the Subject of the Contract is co-funded by means provided to the Buyer on the basis of Non-repayable Financial Contribution Agreement 042BA510006 (hereinafter as the “NFC Agreement”), the Parties acknowledge and undertake to execute the Subject of the Contract in accordance with the Guideline (Beneficiary's Guide to NFC, Update No. 8), the invitation to tender published by the Buyer including annexes thereof, as well as the Seller's offer (as the successful bidder) submitted in the invitation to tender.

2.3. The Subject of this Contract is the obligation of the Seller, for a consideration under the terms and conditions stipulated herein, to transfer to the Buyer the ownership of the Subject of Purchase and to fulfil further obligations defined in point 2.1. hereof and the Buyer's obligation to accept the Subject of the Contract and to pay the purchase price.

2.4. The Seller transfers the Subject of the Contract to the exclusive ownership of the Buyer in its entirety.

1. **DELIVERY OF THE SUBJECT OF THE CONTRACT**
	1. As the Subject of the Contract will be partially funded by means provided to the Buyer on the basis of NFC Agreement, the Parties agree that the date of supply commencement of the Subject of the Contract shall be determined by the Buyer by a unilateral written notification addressed to the Seller.
	2. The Seller is obliged to deliver a complete Subject of the Contract free from any defects and imperfections to the Buyer by 31.05.2025, at latest. The time schedule of implementation is attached as Annex no. 5 hereof.
	3. The Buyer has a period of 15 days to inspect the delivered Subject of the Contract/its parts (hereinafter referred to as the "**Supply**") before signing the handover report/ or the partial handover report, unless agreed otherwise hereunder. The specific date of handover shall be performed in accordance with point 7 hereof. At the same time, the Seller shall provide and submit to the Buyer all documentation necessary for the commissioning of the Subject of Purchase and necessary for the subsequent operation of the Subject of Purchase within the meaning of the applicable legislation of the Slovak Republic.
	4. The Buyer shall not be obliged to accept the supply if the supply is not properly completed, in particular if at the time when the supply and/or part thereof is to be handed over and accepted, the supply or part thereof shows defects or imperfections.
	5. A defect shall also be understood as a deviation in the quality, scope or parameters of the supply set out herein, including Annexes hereof, in the generally applicable law or technical standards, from the requirements stated by the Buyer in the invitation to submit offers (including annexes thereof), as well as from the bid submitted by the Seller under the invitation to tender.
	6. An imperfection shall also be understood as incomplete work when compared to the technical specification, including, but not limited to incomplete installation or settings. For the purposes of warranty claims, imperfections shall be deemed to be defects in the delivered Subject of Purchase.
	7. The place of delivery and installation of the Subject of Purchase is: Farm in Plavecký Štvrtok, 900 68, the Slovak Republic (hereinafter referred to as the “**place of delivery**” or the “**place of supply**”).
	8. The Seller shall provide, at their own expense and risk, loading, transport, unloading, installation of the equipment, testing of the equipment and training of operators up to the place of supply of the Subject of Purchase and until the moment of acceptance of the Subject of Purchase by the Buyer. The exact location shall be agreed between the Parties so as to ensure the efficient execution of the supply by the Seller.
	9. The Buyer shall provide the Seller with the necessary assistance, if required, in carrying out the unloading and installation of the equipment.
2. **DOCUMENTATION**
	1. The contractual language for the documentation of the Subject of Purchase is the Slovak language.
	2. Before signing the Contract, the Seller shall provide the Buyer with the following:
* a schedule/drawing of the proposed solution with quoted dimensions, the location of the equipment in the space
* technological diagram in DWG format for approval.
	1. The Seller shall give the Buyer all information, drawings, operating manuals, instruction manuals and other final documentation concerning the supply in electronic (DWG) and paper form (number of 3 pcs) free of charge no later than on the day of final acceptance of the Subject of Purchase. All the documentation shall be delivered in Slovak language to the Buyer. The descriptive labels on the equipment must be supplied in Slovak. Training of operators shall also be conducted in the Slovak language.
	2. Before signing the Final Acceptance Report, the Seller shall also hand over to the Buyer, free of charge, detailed plans, documents, drawings according to the actual execution of the supply, calculations, reports on tests performed, commissioning report, certificates of inspections and declarations of conformity of the used materials and equipment with the harmonized regulations and laws of the Slovak Republic and the European Union, as well as other necessary documentation for proper operation of the Subject of Purchase within the meaning of the applicable legislation. All documentation shall be delivered to the Buyer in the Slovak language so that the Buyer can immediately operate and maintain the Subject of Purchase properly.
	3. Upon handover, all documentation shall become the property of the Buyer.
1. **SOFTWARE**
	1. The Parties represent and acknowledge that it is undisputed that software products developed by the Seller or third-party software products will be used in connection with the provision of implementation under this Contract. The Seller shall grant the licensing rights to these software products to the Buyer as part of the supply.
	2. In the case of the use of third-party software products, the Buyer shall own the licensing rights to these software products, which will be provided by the third party under the same terms and conditions as for software products developed by the Seller. The Seller shall be responsible for the scope and terms of the license to use third party software products.
	3. For those software products that will be developed by the Seller as the author, the licensing terms set forth below shall apply.
* The Buyer shall be entitled to use such software products only for the purpose for which they were developed and used, without limitation in time, whereby the purchase price set in this Contract shall also include full consideration for the grant of such licenses.
* The Buyer shall be also entitled to handle the source code only for their own use in accordance with the purpose hereof.
* The Buyer is expressly not authorised to handle the source code in any manner other than as provided herein.
* The Buyer shall be entitled to make the source code available to any third party for the purpose of editing and modifying it.
* The Seller shall provide the Buyer with a backup of the source code (software) for all delivered systems.
	1. Further requirements concerning the delivered software are stated in Annex no. 1. (detailed technical description and data declaring technical parameters of the subject to be delivered). The Seller also agrees to provide training of operators on the use of the software.
1. **PRICE**
	1. The purchase price for the Subject of the Contract has been agreed between the Parties as

 total:

|  |  |
| --- | --- |
| Price excl. VAT |  |
| VAT |  |
| Price incl. VAT |  |

The price of the Subject of the Contract includes all associated costs necessary for delivery and use of the Subject of Purchase (transport, loading, unloading, customs duty, documentation, assembly, testing, operator training, software licenses, warranty service, etc.) and the specification of the price and its individual items of the Subject of Contract are stated in Annex No. 2 hereof.

* 1. The purchase price is due as follows:
* 30**%** - advance payment after signing the Contract by both Parties and provision of the performance guarantee in accordance with provisions of Article 10 hereof, based on an issued advance invoice with a due date of 21 days.
* 50**%** - after delivery of the Subject of the Contract (or a part thereof) at the place of Subject delivery, based on the signed delivery note by both Parties and based on an issued advance invoice with a due date of 14 days, in case of partial delivery of the Subject of the Purchase, the right to issue an invoice shall applies for the delivered part of the Subject of the Contract only,
* 10**%** - after completing the assembly, i. e. assembly of the entire Subject of Purchase at the place of delivery, based on the signed assembly report by both Parties and based on an issued invoice with due date of 14 days,
* 10**%** - after signature of the Final Acceptance Report (FA) by the Buyer, on the basis of an issued invoice with due date of 14 days.
1. **METHOD AND DATE OF IMPLEMENTATION**

7.1 The Parties agree on the following method and date of Subject of the Contract implementation (Schedule):

|  |  |
| --- | --- |
| Activity | Document |
| Structural preliminary handover in the Seller’s premises | Acceptance Report (FAT – Factory Acceptance Test) |
| Transport and unloading the Subject of Purchase on the place of delivery  | Delivery note signed by both Parties (basis for invoicing) |
| Installation and assembly  | Assembly record signed by both Parties (basis for invoicing) |
| Semi-operational tests  | Test report indicating any deficiencies and defects and the deadline for their elimination |
| Final Acceptance Test | Test Report with measured parameters |
| Putting the Subject of Purchase into permanent operation  | Final Acceptance Report (FA – Final Acceptance) (basis for invoicing) |

* + 1. Structural preliminary handover in the Seller’s factory - Acceptance Report (FAT), shall be understood as the following:

- essential verification of fulfilment of supply requirements (for individual pieces of equipment) under the Contract and Annex. no. 1 in presence of the Buyer:

- verification of equipment functionality /of part thereof/ and compliance with required parameters.

* + 1. The Seller informs the Buyer on preparedness of the supply or part thereof for the structural preliminary handover in the Seller’s factory by phone and then by e-mail at least 5 working days before the day of such preliminary handover. The Buyer is entitled to take part on the preliminary handover. An Acceptance Report (FAT) on the result of preliminary handover shall be drawn. If the preliminary handover in the Seller’s premises is not approved by the Buyer due to defect(s) of the supply, and by defect it is meant a defect in the concept, functionality or construction in such a way that the supply does not comply with this Contract and its inseparable parts, the Seller shall remedy the defects at their own expense as soon as possible not to jeopardize the date of acceptance of the final acceptance of the Subject of Purchase (FA) hereunder. The Parties shall agree the date of new additional preliminary handover of the supply in the Seller’s factory. Approval of preliminary handover by the Buyer is a prerequisite for the transport of the Subject of Purchase to the place of delivery. Approval of preliminary handover does not transfer liability for any defects in the Subject of Purchase to the Buyer.
		2. Transportation and unloading of the Subject of Purchase to the place of delivery shall be carried out by the Seller in accordance with the provisions hereof. The Seller shall notify the Buyer of the readiness of the supply and unloading at the place of delivery at least 5 working days before the date of delivery and unloading, so that the Buyer has sufficient time to prepare the place of unloading. After delivery and unloading, the Buyer shall inspect the delivered and unloaded Subject of the Contract and the Parties shall sign the delivery note. The Buyer has the right to refuse to sign the delivery note if the supply is defective. The Seller shall remedy the defects at their own expense as soon as possible not to jeopardize the date of acceptance of the final acceptance of the Subject of Purchase (FA) hereunder.
		3. After properly performed installation and assembly of the Subject of Purchase, the Seller undertakes to call the Buyer to check the installation and assembly at least 5 working days before the date of final completion of the installation and assembly. The Buyer shall perform inspection of the installed and assembled Subject of the Contract and the Parties shall sign the assembly record. The Buyer has the right to refuse to sign the assembly record if the installation and assembly show defects or imperfections. The Seller shall remedy the defects or imperfections at their own expense as soon as possible not to jeopardize the date of acceptance of the final acceptance of the Subject of Purchase (FA) hereunder.
		4. After properly performed installation and assembly, the Seller undertakes to start the recovery and preparation for semi-operational tests, as well as the performance of the semi-operational tests itself. The Seller is obliged to invite the Buyer for the purpose of performance of the semi-operational tests at least 5 working days before the date of the semi-operational test(s). The Parties shall draw up a Test Report on the performance of the semi-operational tests, indicating any deficiencies and defects with a deadline for their elimination so as not to jeopardize the date of final acceptance of the Subject of Purchase (FA) hereunder.
		5. The final acceptance test shall consist in three (3) consecutive 24-hour production days (a production day is specified in the Project description of the Buyer, which constitutes an annex of the procurement documents) during which all performance criteria shall be met at the end of each production day (at 24:00). The performance criteria are as follows:
* processing of raw milk provided by the Seller into final products over a 24-hour production day, in accordance with the formula for correcting the calculation of the performance guarantee to be provided

[Y/(Y/100,000\*X))/(100,000/X)] >= 1

Where:

X [h] = 24h – (cleaning time + daily maintenance); at 100,000 kg of milk

Y = volume of milk during tests

* + - * final product (products) specification, namely pasteurised condensed skimmed milk, pasteurised cream and permeate will comply with the criteria stated in Annex no.1
			* the amount of waste water from the production cycle shall not exceed the amount specified in the Seller’s description  for one production day,
			* hot and cold water consumption per one production day, as specified in the technical description of the Seller, shall not be exceeded,
			* electricity consumption per one production day, as stated in the technical description of the Seller, shall not be exceeded,
			* the amount of pressurised air per one production day, as stated in the technical description of the Seller, shall not be exceeded,
			* amount of chemicals needed for CIP per one production day, as stated in the technical description of the Seller, shall not be exceeded,
			* potable water consumption per one production day, as stated in the technical description of the Seller, shall not be exceeded,
			* thermal regeneration of pasteurisers per one production day, as stated in the technical description of the Seller, shall be complied with,
			* successful equipment capacity renewal after CIP process (Cleaning in Place) (every production day)
			* over the entire test period, no leaks or other defects shall be found.

(hereinafter as the “Final Acceptance Test”)

The technical description of the equipment to be delivered by the Seller is attached as Annex no. č.4 hereof.

* + 1. Final acceptance - Final Acceptance Report (FA) - it shall be understood that the Seller:
* has successfully performed the Final Acceptance Test
* has removed all deficiencies objected by the Buyer
* has fulfilled conditions for acceptance of semi-operational tests and removed all deficiencies objected by the Buyer
* operators have been trained for work
* all documentation necessary to duly operate the Subject of the Contract has been handed over, under regulations applicable in the Slovak Republic, all reports on the performed tests in official language have been handed over, all certificates and other documentation have been handed over
* on the course and result of the final handover, the Seller shall produce a Final Acceptance Report (FA), stating handover of the Subject of Purchase free of defects and imperfections, that must be signed by both Parties. The Buyer shall not be obliged to accept the Subject of Purchase with any defect or imperfection.
	1. In course of installation and assembly, no part of the supply of the delivered equipment shall be covered (rendered unavailable for inspection) at the place of delivery without prior written approval of the Buyer entered in the site diary. The Seller shall note in the construction diary, at least 3 working days in advance, when such relevant part of supply is ready for inspection or for test, whereby such report must be entered in the site diary and confirmed by the signature of the Buyer.
1. **THE BUYER'S AND SELLER'S COOPERATION**
	1. The Buyer shall provide:
* corresponding cooperation of their employees for proper and timely delivery

of the Subject of Purchase including its assembly, installation and necessary test performance

* access to air, electricity and water connections in quality, as stated in Annex no. 8 hereof
* preparation of the wiring for the data cable between the server and the device,

site preparedness (if required) for delivery execution.

* 1. The Seller provides for preparation of the communication cable between the installed Subject of Purchase and tracking systems (if necessary for implementation of the Contract).
	2. The Seller declares to be familiar with the Buyer's production type and acknowledges that assembly and tests of the Subject of Purchase will have to be adapted to current needs of the Buyer's operation.
	3. The Seller shall provide for: documents for the proper construction of the base (foundation plate) for the placement of the tankers (e.g. information on the substrate, statics, parameters, etc.), if relevant for proper installation and operation of the supply.
	4. During the supply execution, both Parties are obliged to provide mutual cooperation and coordinate their activities and work with other contractors hired by any of the Parties, in particular during the delivery, installation as well as during the testing of the operation, as well as during putting the supply into proper operation.
	5. The Seller shall be liable for all damages caused to the site, equipment, land, as well as for damages caused to third parties during the execution of works carried out by the Seller pursuant to this contract at the place of delivery, irrespective of whether these have been carried out by their employees or persons authorised by them, or by subcontractors. The Seller undertakes to remedy any damage caused or induced by the Seller in the supply execution by restoring the damaged part to its original condition or by paying full compensation for the damage without undue delay.
	6. During assembly, installation and testing, the Seller is obliged to comply with all conditions of the issued legally valid building permit, which also includes the implementation of the delivery, as well as all statements and decisions of governmental authorities and other organizations and will bear any damages resulting from non-compliance with the requirements and instructions specified in the said statements and/or decisions. The Buyer shall hand over the building permit to the Seller upon concluding hereof.
	7. The Seller undertakes that they do not and while supplying under this Contract not to violate the prohibition of illegal employment within the meaning of Act No. 82/2005 on illegal work and illegal employment and on amendment of certain acts. In the event of a violation of the prohibition of illegal employment on the Buyer's premises, the Buyer shall be entitled to a contractual penalty of EUR 5,000 (separately for each individual case of violation).
1. **PASSING OF RISK, OWNERSHIP TRANSFER**

9.1 The risk of loss, destruction or damage to individual parts of the supply and/or of the supply shall pass to the Buyer upon handover of the Subject of the Contract, on the basis of signing the Final Acceptance Report by the both Parties, except if the damage was caused by culpable breach of obligations by the Buyer.

9.2 The ownership to the Subject of Purchase shall be acquired by the Buyer on the date of signing the acceptance report (also partial) to the Subject of Purchase upon supply, but no later than on the day of signing the Final Acceptance Report (FA) on the handover and takeover of the Subject of the Contract by both Parties.

1. **SELLER’S INSURANCE, PERFORMANCE GUARANTEE**
	1. The Seller shell enter into a police with renowned insurance company to cover his liability for damage incurred on the assets and life against third parties and his professional liability when performing the supply.
	2. The Seller's third party liability insurance policy covering, inter alia, bodily injury and damage to tangible property shall be concluded for a minimum amount of one and a half million (1,500,000) EUR (or the equivalent amount in local currency) per year.
	3. The Seller's professional indemnity insurance policy shall be for an amount of one and a half million (1,500,000) EUR (or equivalent amount in local currency) per year.
	4. The Seller must provide the Buyer with proof of a valid insurance policy on the date of signing of this Contract by both Parties. This insurance cover shall be valid for the entire term of the Contract until the acceptance of the Subject of Purchase by the Buyer (FA). Failure to do so shall be deemed by the Parties to be a material breach of this Contract.
	5. The Buyer requires a performance guarantee in the amount of 20% of the total purchase price for the Subject of the Contract, excluding VAT, to ensure the fulfilment of the Seller's obligations under this Contract. The Performance Guarantee shall be provided in at least one of the ways specified below in this Article of the Contract. Failure to provide the performance guarantee shall be deemed by the Parties to be a material breach of this Contract. The reason for the performance guarantee provision is to protect the Buyer from damages and loss of opportunity to obtain the non-repayable financial contribution, if the Seller fails to deliver the Subject of the Contract as in such cases the Buyer would very likely not be able to draw the non-repayable financial contribution. The reason for the performance guarantee is to protect the Buyer against the Seller's delay in fulfilment of the supply or against the fulfilment with defects, the failure to fulfil the functionalities of the Subject of the Contract.
	6. The guarantee must be provided (lodged or submitted) as on the date of concluding hereof.
	7. How to lodge the guarantee:
		1. By providing a bank guarantee on behalf of the Seller,
		2. By depositing funds into the Buyer's bank account,
		3. By depositing funds into an escrow bank account for the benefit of the Buyer,
		4. By issuance of a guarantee declaration by an entity financially or personally related to the Seller (hereinafter referred to as the “guarantee deed”).

10.8. Conditions for lodging a performance guarantee by providing a bank guarantee on behalf of the Seller

10.8.1. Provision of a bank guarantee follows provisions of Article 313 to 322 of Act no. 513/1991, i. e. the Commercial Code.

10.8.2. The bank guarantee must be provided in the amount of at least 20 % of the total Purchase Price for the Subject of the Contract, excluding VAT, and issued for at least the duration of the execution of the Subject of the Contract, i.e. until the Final Acceptance Report (FA) is signed.

10.8.3. The bank guarantee may be issued by a bank established in the Slovak Republic, a branch of a foreign bank in the Slovak Republic or a foreign bank. In the case of a foreign bank, the bank guarantee must be accompanied by both the bank guarantee in the original language and an officially certified translation into Slovak.

10.8.4. In the bank guarantee (letter of guarantee), the bank must declare in writing that it will irrevocably and without any objection at first demand satisfy the Buyer by the payment of a sum or sums of money in any amount, the total amount of which shall not exceed the sum of money required by the Buyer as a performance guarantee for the performance of obligations resulting herefrom in the event of the Seller's breach of their obligations under the Contract and under generally applicable law. The bank guarantee must state that the bank undertakes, within 15 days after receipt of the Buyer's demand for payment, to pay the resulting claim into the Buyer's account specified in the header of the Contract.

10.8.5. The guarantee deposited in the form of a bank guarantee shall expire upon the expiry of the period for which it was issued, unless the creditor - the Buyer notifies the bank in writing of their claims under the bank guarantee during the period of its validity. The letter of guarantee shall be returned to the Seller at the end of its validity, a copy of which shall remain archived with the Buyer as part of the procurement supporting documents.

* 1. Conditions for lodging a performance guarantee by depositing funds in the Buyer's bank account:
		1. The funds must be credited on the date of conclusion of this Contract to the Buyer's account specified in the header of this Contract in the amount of 20% of the total purchase price for the Subject of the Contract excluding VAT. As a variable symbol (payment identifier), the Seller shall indicate their company registration number.
		2. The period of validity of the performance guarantee in the form of a deposit of funds into the Buyer's account lasts at least over the fulfilment of the Subject of the Contract, i.e. until the Final Acceptance Report (FA) is signed.
		3. The Buyer shall be entitled, without the need for any further legal act, to use the guarantee for the purpose of payment of the Buyer's claims resulting herefrom, including contractual penalties, damages, interest for delay incurred in connection with the breach of the Seller's obligations in the fulfilment of obligations under this Contract.
		4. The Buyer undertakes to return the performance guarantee to the Seller if the Seller fulfils all their obligations hereunder in a timely and proper manner.
		5. The Buyer shall return the performance guarantee to the Seller after 5 days from the signing of the handover and acceptance protocol (FA) of the subject of agreement less any claims made by the Buyer against the Seller in accordance with this Article.
	2. Conditions for lodging a performance guarantee by depositing funds into the

 escrow bank account for the benefit of the Buyer:

* + 1. At the time of concluding this Contract, the funds must be deposited by the Seller into the escrow account, opened by the Parties, in the amount of 20% of the total purchase price for the Subject of the Contract excluding VAT. The escrow account shall be opened at the expense of the Seller.
		2. The period of validity of the performance guarantee in the form of a deposit of funds into the escrow account lasts at least over the fulfilment of the obligations under this Contract, i.e. until the Final Acceptance Report (FA) is signed.
		3. The bank shall perform a payment from the escrow account for the benefit of the Buyer’s account stated in the header of this Contract without any need of further legal step by the Seller upon submission of the Buyer’s request for payment, describing the reason contemplated by this Contract, the amount of the amount requested, and an attachment containing the documents agreed by the Parties in the escrow account agreement.
	1. Conditions for lodging the performance guarantee by issuing a guarantee declaration (guarantee deed):
		1. Upon concluding hereof, the guarantee deed must have been issued by an entity financially or personally related to the Seller and handed over to the Buyer.
		2. The period of validity of the performance guarantee in the form of a guarantee declaration lasts at least over the fulfilment of the obligations under the Contract, i.e. until the Final Acceptance Report (FA) is signed
		3. In the guarantee deed, the guarantor must declare in writing that they will irrevocably and without any objection at first demand satisfy the Buyer by the payment of a sum or sums of money in any amount, the total amount of which shall not exceed the sum of money required by the Buyer as a performance guarantee (i.e. 20% of the total purchase price for the Subject of Purchase, excluding VAT) for the fulfilment of obligations hereunder in the event of the Seller's breach of their obligations under the Contract and under generally applicable law. The guarantee declaration must state that the guarantor undertakes, within 15 days after receipt of the Buyer's demand for payment, to pay the resulting claim to the Buyer's account specified in the header of the contract.
		4. The guarantee submitted in the form of a guarantee deed shall expire upon the expiry of the period for which it was issued, unless the creditor - the buyer notifies the guarantor in writing of their claims under the guarantee deed during the period of its validity. The guarantee deed shall be returned to the guarantor at the end of its validity, a copy of which shall remain archived with the Buyer as part of the procurement supporting documents. The wording of the guarantee deed is attached as Annex no. 9 hereof and its wording is binding.
1. **WARRANTY AND CONTRACTUAL PENALTIES**
	1. The Seller provides a warranty for the Subject of Purchase. The Seller is responsible for the fact that the Subject of Purchase will be free from defects, functional, trouble-free and will have throughout the warranty period the characteristics agreed herein and will comply with the requirements of technical standards and generally applicable law of the Slovak Republic. The Seller shall be liable for defects that the Subject of Purchase has at the time of its delivery to the Buyer and for defects that occurred during the warranty period (warranty of quality). The warranty for quality includes all components of the Subject of Purchase, including software, documentation and consumable parts, which the Seller undertakes to supply free of charge during the warranty period. The Seller shall provide a special warranty for the membranes that are installed as part of the supply of the Subject of Purchase.
	2. The membranes are considered defective if the dry matter and protein content of the output of the delivered equipment (i. e. in the final product) does not meet the requirements for pasteurised skimmed milk concentrate as specified in Annex no. 1 or if the measured COD in the quantity of permeate from a full day's production exceeds 50 ppm plus standard deviation, or if the capacity of the RO (reverse osmosis) equipment is reduced below the stated required daily production specified in Annex no. 1, provided that the requirements for the proper membrane operation have been met in accordance with the supplied operating manuals and instruction manuals handed over to the Buyer.
	3. The warranty period shall be twelve (12) months from the date of putting the Subject of Purchase into permanent operation (FAT) or eighteen (18) months from supply unloading at the place of delivery, whichever occurs first, except for the membrane warranty, which shall be six (6) months, followed by a twelve (12, pro-rata) warranty on the membranes. The membrane warranty shall commence with the first cleaning of the Subject of the Contract with installed membranes after it has been put into operation, but no later than 6 months after delivery, whichever is sooner. The membranes shall not be delivered before the delivery of the RO unit.
	4. The Seller undertakes to commence free of charge the elimination of any defects in the supply, namely by repair or change, within 6 hours if the defect causes interruption or restriction of operation, otherwise within 24 hours of electronic notification of the defect by the Buyer to the following email of the Seller: ............... or reporting the defect to the service centre ................ or at the following contact points ................ The Seller is obliged to confirm to the Buyer the date and time of receipt of the notification of the defect. The Seller undertakes to remedy the defect in the shortest technically possible time, but always no later than 24 hours from the receipt of Buyer’s notification of the defect, unless otherwise agreed with the Buyer. In the case of defects in the supply specified in the report of handover and takeover of the supply, the notification of the defect to the Seller shall be deemed to be delivered by signing this report by both Parties. The period from the notification of the defect until the defect is rectified shall not be included in the warranty period. Defects in the membranes will be rectified by supplying new membranes which will be installed no later than 1 day after notification of the defect.

**Contractual Penalties**

* 1. If the Seller fails to deliver the entire Subject of the Contract properly (without defects) and on time (i.e. fails to meet the implementation deadline of the Contract), the Buyer shall be entitled to a contractual penalty from the Seller in the amount corresponding to the minimum financial difference between the winning bid and the bid of the next ranked tenderer who delivered to the Buyer an offer on the basis of the invitation to tender, which became the basis for the conclusion of this Contract, but not less than 15% of the total price of the Subject of the Contract. The right to compensation is not affected.
	2. If the Seller does not start removing the defect notified by the Buyer in time, or if the Seller does not remove the defect in time, the Seller is obliged to pay the Buyer a contractual penalty in the amount of EUR 1,000 for each defect and each day of delay until the date on which the Seller removes the defect, the right to compensation for damages is not affected thereby.
	3. The Seller undertakes that during the warranty period the limitation of the operability of the Subject of Purchase due to malfunctions will not exceed 4 days in a period of one year and at the same time it will not be longer than 2 consecutive days. If the limitation of the operability of the Subject of Purchase exceeds the specified periods, the Seller shall pay a contractual penalty in the amount of 0.05% of the price of the Subject of the Contract, including VAT, for each day in excess of the specified time period, the right to compensation for damages shall not be affected thereby.
	4. The Seller shall pay the contractual penalties on the date on which the contractual penalties become due. The claim for payment of the contractual penalty shall be without prejudice to the entitled party's claim for compensation for damages caused by the breach of the obligation secured by the contractual penalty, even in case of damage exceeding the amount of the contractual penalty.
	5. The Buyer shall duly apply and enforce the penalty referred to in any provision hereof and shall demonstrate this to the Provider of Financial Assistance upon request.
	6. During the entire period of the warranty periods, the Seller shall provide the Buyer, through its service technicians or persons certified for the performance of the given activity, regular free warranty as well as operational service to the extent necessary to maintain the trouble-free operation of the Subject of Purchase, at least to the extent specified in the supplied operating manuals and instruction manuals.
	7. If the Seller does not remove the defect of the Subject of Purchase within 2 days from the notification of the defect (taking into account technical possibilities), the Buyer shall be entitled to remove the defect themselves or through a third party at the expense of the Seller. In this case, the Seller undertakes to provide all assistance for the removal of defects. The Seller shall reimburse the Buyer for the costs and damages associated with the removal of the defect in full within 30 days of receipt of the relevant tax document (invoice), however, up to a maximum of twice the amount of the costs that the Seller would have incurred if they had carried out the removal of the defect on their own. The rectification of defects by the Buyer or a third party pursuant to this paragraph shall be without prejudice to any rights of the Buyer under the warranty provided. The right to compensation is not affected.
1. **CONFIDENTIALITY AND BUSINESS SECRET**

12.1. The Seller undertakes to maintain the confidentiality of confidential information, undertakes not to disclose or use any information of a manufacturing, technical and/or commercial nature that the Seller becomes aware of or obtains in connection with the implementation hereof, except where the Buyer gives prior consent in writing to such disclosure or use of the Confidential Information.

12.2. Under Article 513 of the Commercial Code, technical solutions, drawings, manuals, project documentation, models, calculation methods, unit prices, designs, etc. shall be considered confidential information.

* 1. Confidential Information does not include any information that is generally available to the public at the time of disclosure or use.
	2. In the event of a proven breach of confidentiality or business secret by the Seller, the Buyer shall be entitled to a contractual penalty of EUR 10,000 against the Seller (separately for each individual case of breach).
1. **HEALTH AND SAFETY AT WORK (H&S and Fire Protection)**
	1. Over the entire term hereof, the Seller shall comply with all applicable legislative provisions in the field of health and safety at work (H&S) and fire protection (FP).
	2. To perform specific works (work with open flame, welding) in the facility (premises) of the Buyer, a permit in writing, issued by the relevant responsible H&S person is required. Without this permit, the work cannot start. It is forbidden to enter the premises, to stay in the premises and to carry out any activity that could imminently endanger the life or health of the Buyer's employees.
	3. H&S and FP regulations, as well as other regulations and internal instructions of the Buyer, necessary for proper implementation of this Contract, shall be communicated to the Seller's managers, subcontractors and other employees before commencement of work by the Buyer's authorised person. The Seller shall ensure that the other persons involved are made aware of these regulations and instructions and shall inform the Buyer thereof without undue delay. All employees and subcontractors who will be involved in the execution of the works are required to comply with these regulations and instructions.
	4. Prior to commencing work, the Seller shall provide the Buyer with a written assessment of the safety risks of all its activities to be performed under the Contract, including the specified personal protective equipment (PPE), as well as the professional competence necessary for the performance of the activity - valid licences, certificates, documents of professional competence in accordance with the applicable legislation of the Slovak Republic.
	5. The Seller shall be fully responsible for occupational health and safety and fire protection for its employees during the works that are the Subject of the Contract (including its subcontractors) and are carried out on the demonstrably taken over workplace or construction site..
	6. Employees and subcontractors of the Seller shall comply with legal and other regulations to ensure occupational health and safety and PPE regulations during the works that are the subject of the Contract. The Seller shall be responsible for informing about the aforementioned regulations, qualifications, medical fitness of its employees, including subcontractors, and other professional competence necessary for the performance of the contractual activities. The Seller shall not assign their employees or the employees of their subcontractors to work for which they are not professionally qualified in accordance with the requirements of the applicable legislation to ensure H&S.
	7. In the event of a breach of the obligation to comply with work safety, the Seller undertakes to pay the Buyer a contractual penalty in the amount of EUR 550 for each individual breach of such obligation. Payment of the contractual penalty is without prejudice to the Buyer's right to compensation for damages resulting from the breach of this obligation.
	8. The Buyer shall have the right, without affecting the final price and the date of completion of the works, to suspend the works carried out by the Seller in the Buyer's premises in the event that the Seller violates the applicable policy and regulations in the field of H&S, at the same time, the Buyer shall have the right to ban any employee or subcontractor of the Seller from the Buyer's facility (premises) for this reason. The Buyer is entitled to inspect at any time the fulfilment of H&S obligations.
	9. The Buyer appoints ...................... as H&S Coordinator.
	10. The Buyer appoints ...................... as Site Coordinator.
2. **RULES OF CONDUCT WHEN ENTERING THE BUYER'S PREMISES**
	1. During the term hereof, the Seller shall follow the following rules in Buyer's premises:
	* To keep the working place in order and clean and in the premises, after interruption or termination of work, to keep the working space clean,
	* To keep the toilets clean,
	* It is prohibited to smoke in the Buyer’s premises (except in a place designated for that purpose).
	1. The Seller declares that all workers/sub-suppliers who will participate in supply hereof, have been made aware of provisions and rules of conduct before starting to perform work in the Buyer’s premises, and will follow them.
	2. When entering the Buyer’s premises, the Seller enters into an online space monitored by camera system, part of which is a recording with identifiable persons, it concerns personal data processing subject to GDPR rules. The Buyer may process any personal data to the following extent:
3. face portrait, figure and other visible physical and physiological signs,
4. behaviour in the monitored space,
5. localisation data (time of stay in the monitored space),
6. vehicle ID.

In no case shall the Buyer process personal data of a special category (e.g. biometric data, health data, etc.) via the camera system.

Camera recordings may be disclosed to law enforcement agencies, courts, legal representation, insurers, authorised employees and authorities of the Buyer.

The purpose is to increase safety and order, protection of property owned and managed.

* 1. In the event of a breach of the obligation to comply with the applicable rules of conduct when entering the farm, the Seller undertakes to pay the Buyer a contractual penalty in the amount of EUR 550 for each individual breach of such obligation. Payment of the contractual penalty is without prejudice to the Buyer's right to compensation for damages resulting from the breach of this obligation in its entirety, i.e. even to the extent exceeding the contractual penalty.
	2. The Buyer shall have the right, without affecting the final price and completion date, to suspend the work being performed by Seller in the Company's premises if Seller violates the applicable farm entry policy. Repeated similar behaviour by a representative of the Seller may lead to an order to leave the Company's premises.
	3. Before commencement of implementation of the Subject of the Contract, the Seller is obliged to demonstrate the knowledge of the principles of conduct to the Buyer at the place of delivery. The Seller shall inform their employees as well as third parties fulfilling the Subject of the Contract according to Seller’s instructions (e. g. subcontractors and the like) about the principles of conduct.
1. **CONTRACT WITHDRAWAL**

* 1. If a breach of a contractual obligation by a Party is deemed to be a material breach of the contract within the meaning of this Contract or within the meaning of Article 345 of the Commercial Code, the authorised party may withdraw from the Contract.
	2. Withdrawal from the Contract is without prejudice to the Buyer's right to contractual penalties or compensation for damages for which the Seller is liable, or claims arising from the provisions hereof on the provision of warranty and liability for defects for the part of the Subject of Purchase, which has been implemented until the withdrawal. Upon withdrawal from the Contract, the Buyer has the right to choose between acceptance of partial implementation (part) of the Subject of Purchase or rejection and return of the Subject of the Purchase or part thereof to the Seller against refund of the paid purchase price, which the Seller is obliged to return within 10 days of the choice made by the Buyer, if not agreed otherwise. The Buyer may also withdraw from the Contract in the following cases:
1. in the event that implementation resulting from this Contract has not yet occurred and the results of the administrative financial control carried out by the authority providing the non-repayable financial contribution do not allow the requested non-repayable financial contribution to be used to finance the Subject of the Contract hereunder.
2. if the application for a non-repayable financial contribution from European Union funds is not approved by the competent authority or if the financial contribution agreement is not signed on the basis of the application submitted,
3. if the Seller is found not to have been entered in the Register of Public Sector Partners at the time of entering into or during the term of this Contract, or if the Seller has been removed from the Register of Public Sector Partners during the term of the Contract,
4. if the Seller, or Seller's employees or contractors, breach any obligation set forth in this Contract despite having been notified in writing by Buyer or Buyer's representative of a prior breach of any obligation,
5. if the Subject of the Contract is in violation of this Contract and despite the Buyer's request, the Seller fails to remedy the situation,
6. if the Seller fails to timely remedy the defect notified by the Buyer during the warranty period,
7. if the defect notified by the Buyer is irremediable,
8. if the Seller proceeds in the performance of the works in such a way that it will indicate that the contractual deadline for delivery (handover) of the Subject of Purchase, due to circumstances on their side, will not be met,
9. if the Seller does not hand over the work even within 2 weeks after the agreed deadline.
	1. The Parties consider, inter alia, the breach of the Contract to be material, if:
10. due to circumstances on Seller’s side, the Seller is delayed in the delivery of the Subject of Purchase by failure to meet the agreed deadlines of implementation hereunder,
11. the Seller delivers the Subject of Purchase in violation of the terms and conditions agreed in the Contract or technological procedures specified by applicable regulations,
	1. Breach of the obligations of this Contract by the Seller, if the Buyer does not exercise the right of withdrawal, shall result in the Seller's obligation to agree to modify the Contract in the part affected by the breach.
	2. The Parties agree that the Seller shall not be entitled to assign their claims under this Contract (or otherwise deal with them) to any third party without the Buyer's prior written consent. For the avoidance of doubt, the assignment of a claim without the Buyer's written consent shall render such act null and void.
12. **FINAL PROVISIONS**

16.1 The Seller accepts that the Subject of the Contract is co-financed from the means provided to the Buyer on the basis of NFC Agreement, and the Seller is therefore obligated to agree to an inspection/audit connected to the Subject of the Contract any time during validity and effectiveness of the NFC Agreement by persons authorised to perform such inspection/audit and to provide them with all necessary assistance. The persons authorised to carry out the inspection/audit are the persons listed as authorised persons for this activity in the regulations governing the application for and provision of the non-repayable financial contribution and in the NFC Agreement.

16.2 The Parties agree that the authorised employees of the Agricultural Paying Agency, the Ministry of Agriculture and Rural Development of the Slovak Republic, the bodies of the European Union and other authorised entities, in accordance with the legislation of the Slovak Republic and the regulations of the European Union, may carry out control/audit of documentation and factual control of the facts related to the implementation of procurement for the subject of implementation hereunder, the facts related to the implementation of the subject of performance hereunder and the facts related to the provision of the non-repayable financial contribution under the Non-Repayable Contribution Agreement concluded with the Agricultural Paying Agency. The Parties undertake to tolerate the inspection and to provide the necessary assistance to such entities.

16.3 The relevant provisions of the Commercial Code shall apply to the relations between the Parties arising out of this Contract but not expressly governed by it.

16.4 Amendments to the contents of the Contract may only be made in writing.

16.5 During the period of validity and effectiveness of the Contract, no change (by amendment or unilaterally) may be made to those parts of the Contract which have been evaluated in accordance with the Evaluation Criteria in the process of procuring the Subject of the Contract.

16.6 The Contract shall enter into force upon its signature by both Parties.

16.7 In the case of compulsorily published contracts, the effectiveness of the contract is linked to its publication.

16.8 Each contract or amendment concluded by the obliged person, which is subject to the obligation of publication pursuant to Article 5a of Act No. 211/2000 on Free Access to Information and on Amendments of Certain Acts (Act on Freedom of Information), as amended, must be published in the Central Register of Contracts or on the contracting entity's website (with regard to the category of the obliged person). Pursuant to Act no. 546/2010, supplementing Act no. 40/1964, the Civil Code, as amended, if the contracting entity has not published the concluded contract or an amendment thereof within 3 months of its signing, it shall be deemed that such a contract or amendment has not been concluded at all. Similarly, implementation of the Contract prior to its effective date is not permitted.

16.9 As the Buyer applies for a non-refundable financial contribution from the European Union funds (hereinafter referred to as the "Application") to finance the Subject of the Contract hereunder, i.e. the Buyer is interested in carrying out the purchase hereunder from the resources obtained through the Application, the Buyer reserves the right to withdraw from this Contract if the Application is not approved by the competent authority or if the financial contribution agreement on the basis of the submitted Application is not signed.

16.10 The Seller is obliged to register in the Register of Public Sector Partners pursuant to Act no. 315/2016 on the Register of Public Sector Partners due to the fact that on the basis of this Contract, they shall receive funds from the state budget or supply goods/services/works to an entity that receives funds from the state budget (the Buyer), as the Buyer finances the Subject of the Contract from EU funds. The Seller bindingly declares that they are registered in the Register of Public Sector Partners pursuant to Act no. 315/2016 on the Register of Public Sector Partners in connection with this Contract as on the day of their signature on the Contract, and undertakes to remain registered in the said register at least for the term of the Contract. The term of the Contract means the period during which the Public Sector Partner receives funds or acquires property, rights in property or other proprietary rights.

In case of violation of this obligation, the Seller is obliged to pay the Buyer a contractual penalty in the amount of the entire damage that the Buyer will have to bear in connection with the violation of the Seller's obligation to register in the aforementioned register (in particular, penalties, fines, the obligation to return the contribution, etc.). The contractual penalty is without prejudice to the Buyer's right to claim damages against the Seller in its entirety, including damages exceeding the amount of the contractual penalty.

16.11 The Parties declare that they have duly read the Contract, understand its contents and sign it as a sign of consent.

* 1. Legal relations not governed by this Contract shall be governed by the law applicable to the territory of the Slovak Republic.
	2. The Contract is produced in Slovak and English language version. In case of discrepancies between the Slovak and English language versions, the Slovak language version shall prevail.
	3. The Contract is produced in six counterparts, of which three counterparts in Slovak language version and three in English language version. The Buyer shall receive two counterparts of each language version and the Seller shall receive one counterpart of each language version.

An integral part of this Contract are:

Annex no. 1 Detailed technical description and data declaring technical parameters of the Subject of the Contract to be delivered

Annex no. 2 Price of the Supplied Subject (including budget for individual items/modules)

Annex no. 3 Basic technology drawing and its localisation (including design drawing of the location in space and technological scheme in PDF and DWG)

Annex no. 4 Description of the technology, technological solution and its location

Annex no. 5 Time Schedule

Annex no. 6 Details of Subcontractors

Annex no. 7 Precondition to maintain the membrane warranty

Annex no. 8. Water Quality

Annex no. 9 Guarantee Deed

**On behalf of the Seller: On behalf of the Buyer:**

In ...................., on ................... In ......................., on ...................

.................................................... ........................................................

**Annex no. 1**

**Compressing Line Specification (detailed technical description and data declaring technical parameters of the delivered subject of the contract)**

**Annex no. 2**

**Price Offer (including budget for individual items/modules)**

**Annex no. 3**

**Basic technology drawing and its localisation (including design drawing of the location in space and technological scheme in DWG)**

**Annex no. 4**

**Description of the technology, technological solution and its location**

**Annex no. 5**

**Time Schedule**

* Completion of Concrete Basis for tanks – 01.06.2024
* Compressing Line Building Completion (including connections for all utilities)- 01.11.2024
* Putting the line into operation and signing the Final Acceptance Report (FA), on 31.5.2025, at latest

**Annex no. 6**

**Details of Subcontractors**

|  |  |
| --- | --- |
| Business name of the Seller |  |
| Registered office of the Seller |  |
| Company ID (IČO) of the Seller  |  |

**Overview of subcontractors**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Business name, address of the proposed subcontractor, Company ID (IČO) of the subcontractor** | **Details of the person authorised to act for the subcontractor to the extent of: *name and surname, address of residence, date of birth* –** *this information is only required from a subcontractor who is required to be entered in the Register of Public Sector Partners* | **Subject of subcontracts** | **Share****of subcontracts on the total volume of the supply as a %** | **Share****of subcontracts on the total volume of the supply in EUR** |
|  |  |  |  |  |
|  |  |  |  |  |
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|  |  |  |  |  |
|  |  |  |  |  |

In ..............................................., on ...............................

Name of Seller's statutory body: ..............................................................

Signature of Seller's statutory body: ..............................................................

**Annex no. 7**

**Precondition to maintain the membrane warranty**

The membrane warranty is valid under the following conditions:

* The quantity and composition of the input product and retentate shall be as specified in the mass balance supplied by the Contractor.
* The equipment shall be operated and cleaned in accordance with the Seller's written instructions.
* The equipment shall be cleaned using CIP chemicals recommended in writing by the Seller.
* All limits of pressure, temperature, pH, chemicals, etc. specified by the Seller have been met.
* A daily log has been filled in, in which there are all important operational parameters for production and CIP, and such logs may be available to the Seller.
* Water quality complies with the quality stated in Annex no. 8 hereof

**Annex no. 8**

**Water Quality**

|  |  |
| --- | --- |
|  |  |
| **Parameter** | **Hodnota / Value** |
| Železo/Iron (Fe): | < 0.20 mg/l |
| Mangán/Manganese (Mn): | < 0.02 mg/l |
| Hliník/Aluminium (Al): | < 0.20 mg/l |
| Kremík/Silica (SiO₂): | < 5 mg/l |
| Voľný chlór/Free Chlorine (Cl₂/HOCl): | < 0.02 mg/l |
| Tvrdosť/Hardness: | < 20°dH\* |
| Vodivosť/Conductivity: | > 5 μS/cm |
| Silikón/Silicone | = 0 mg/l |
| Zákal/Turbidity: | < 5 FNU |
| Kultivované mikoorganizmy pri 36°C/Total plate count, 36°C: | < 1000/ml |
| Koliformné bakterie na 100ml pri 36°C/Coliforms per 100 ml, 36°C | < 1 |
|  |  |

**Annex no. 9**

|  |
| --- |
| *GUARANTEE DECLARATION* |
| This Guarantee Declaration (the **Guarantee**) is issued in accordance with Section 303 at seq. of the Act No. 513/1991 Coll. Commercial Code as amended (the **Commercial Code**) |
| **FROM:** |
| 1. **[●]**, with its registered seat at [●], company identification no. (IČO): [●], registered with [●] / [●], date of birth: [●], birth number: [●], permanently residing at [●] (the **Guarantor**),
 |
| **IN FAVOUR OF:** |
| 1. **[●]**, with its registered seat at [●], company identification no. (IČO): [●], registered with [●] (the **Purchaser**)
 |
| **WHEREAS:** |
| 1. *On [●], the Purchaser as purchaser and [●], with its registered seat at [●], company identification no. (IČO): [●], registered with [●] (the* ***Seller****) as seller concluded [identification of the purchase agreement], the subject of which is [●] (the* ***Purchase Agreement****).*
 |
| 1. *Under the Purchase Agreement, the Purchaser shall pay to the Seller an advance payment of the purchase price in the amount of EUR [●] (the* ***Advance Payment****). Issuing this Guarantee is a condition for payment of the Advance Payment to the Seller.*
 |
| 1. *For the purpose of fulfilment of the above condition, the Guarantor provides guarantee for the fulfilment of Seller’s obligation to return the Advance Payment to the Purchaser in accordance with the terms of the Purchase Agreement (the* ***Guaranteed Obligation****).*
 |
| 1. Subject
 |
| *The subject of this Guarantee is the provision of unconditional and irrevocable guarantee by the Guarantor to the Purchaser under the terms and conditions set out below.* |
| 1. Guarantee
 |
| The Guarantor hereby under Section 303 and following of the Commercial Code guarantees to the Purchaser that he will satisfy the Purchaser (irrevocably, unconditionally and on first demand) in accordance with this Guarantee, if the Seller fails to fulfil the Guaranteed Obligation duly and on time. The provision of Section 306(1) of the Commercial Code shall not apply. For the avoidance of any doubts, the guarantee does not cease to exist in case there is the bankruptcy declared on the Seller, or over its assets. |
| The Purchaser may assert claims arising from the Guarantee without any limitations in accordance with the Guarantee if the Seller fails to fulfil the Guaranteed Obligations duly and on time. The Guarantor shall pay to the Purchaser the respective amount of the Advance Payment within five (5) days after receipt of the written request from the Purchaser. |
| The Guarantor represents and acknowledges that: |
| * + 1. he is authorized to issue this Guarantee and by issuing this Guarantee he shall be bound by all its provisions,
 |
| * + 1. he acquainted himself with the Purchase Agreement and its terms,
 |
| * + 1. by issuing this Guarantee, he does not violate any obligation or obligation arising from a law, a decision of a public authority or a contractual relationship with a third party,
 |
| * + 1. he is not bankrupt, nor at risk of being bankrupt, nor any insolvency, restructuring or analogous procedure has been initiated against it, and no petition has been filed against it to initiate an insolvency or analogous process at an insolvency court (in all cases under any applicable insolvency laws),
 |
| * + 1. he has not been wound-up, entered into liquidation, nor dissolved, and there is no threat of any of the above.
 |
| 1. Final Provisions
 |
| This Guarantee becomes valid and effective upon its signing by the Guarantor.  |
| Any amendments or alterations of this Guarantee may be executed only in form of written amendments, subject to the prior written approval of the Purchaser. |
| This Guarantee is issued for an unlimited period – at least for the duration of the Purchase Agreement. This Guarantee is automatically valid also in case of any amendment to the Purchase Agreement without a need to change this Guarantee. |
| Should a provision of this Guarantee be or become invalid, ineffective, or unenforceable or contain an unintentional omission, the validity, effectiveness and enforceability of the other provisions shall not be affected thereby. In the event of an invalid, ineffective, unenforceable provision or to fill an unintentional gap, a legally valid provision shall apply corresponding as closely as possible to the intentions of the Parties under this Guarantee. |
| The Guarantor is not entitled to transfer the rights and obligations from this Guarantee to another person. |
| This Guarantee shall be governed by and construed in accordance with the laws of the Slovak Republic. Slovak courts shall be competent to decide any dispute or claim that arises out of or in connection with this Guarantee, while the Purchaser is entitled to initiate proceedings also in the courts competent according to the registered seat of the Guarantor. |
| This Guarantee has been executed in two (2) original counterparts in English and Slovak. Each Party shall receive one counterpart. In the event of any discrepancies between the Slovak and English wording, the Slovak wording shall, therefore, prevail. |
| The Guarantor hereby represent that this Declaration is an expression of his true and free will, in witness of which, he attaches his signature below. |

V / *In* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dňa / on \_\_\_\_\_\_\_\_\_\_\_\_ 2024

**[Guarantor]**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Meno / *Name*: [●]

Funkcia / *Position*: [●]

*Authorized signature*

Kupujúci akceptuje záväzky Ručiteľa v súvislosti s vyššie uvedeným Vyhlásením / *The Purchaser accepts the obligations of the Guarantor with regard to the abovementioned Guarantee*.

V / *In* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dňa / on \_\_\_\_\_\_\_\_\_\_\_\_ 2024

**[Purchaser]**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Meno / *Name*: [●]

Funkcia / *Position*: [●]