

General Terms and Conditions

Applicable from 1 March 2015

I. Preamble

- 1.1 These General Terms and Conditions of ZSE (hereinafter only as “**GTC**”) define basic rules and principles of business relations based on the Contract between Západoslovenská energetika, a.s. (including entities defined in Clause 2.1 of these GTC) and its business partners. The subject of the Contract is the provision of services and works, delivery of goods, performance of services/work, granting/provision of the licence (sub-licence) to services/work or other intellectual property right, and other performances delivered by the business partners.

II. Terms & Definitions

- 2.1 For purposes of these GTC, the “**Customer**” or “**ZSE**” refers to Západoslovenská energetika, a.s., with the registered office at Čulenova 6, 816 47 Bratislava, CRN: 35 823 551, registered with the Companies Register of Bratislava I District Court, Section Sa, Entry No. 2852/B; Západoslovenská distribučná, a.s., registered office at Čulenova 6, 816 47 Bratislava, CRN: 36 361 518, registered with the Companies Register of Bratislava I District Court, Section Sa, Entry No. 3879/B; ZSE Energia, a.s., registered office at Čulenova 6, 816 47 Bratislava, CRN: 36 677 281, registered with the Companies Register of Bratislava I District Court, Section Sa, Entry No. 3978/B; ZSE Development, s.r.o., registered office at Čulenova 6, 816 47 Bratislava, CRN: 36 254 711, registered with the Companies Register of Trnava District Court, Section Sro, Entry No. 14151/T; E.ON Elektrárne, s.r.o. registered office at SPP Kompresorová stanica 3, Trakovice 919 33, CRN: 36 239 593, registered with the Companies Register of Trnava District Court, Entry No. 12311/T; E.ON Business Services Slovakia spol. s r. o., registered office at Čulenova 5, 811 09 Bratislava, CRN: 31 404 600, registered with the Companies Register of Bratislava I District Court, Section Sro, Entry No. 9763/B; E.ON Slovensko, a.s., registered office at Čulenova 6, 811 09 Bratislava, CRN: 36 837 318, registered with the Companies Register of Bratislava I District Court, Section Sa, Entry No. 4243/B; ZSE Energy Solutions, s.r.o., registered office at Hraničná 12, Bratislava 827 14, Business ID: 35 859 423, registered with the Companies Register of Bratislava I District Court, Section Sro, Entry No. 28992/B, ZSE MVE, s.r.o., registered office at Hraničná 12, Bratislava 821 05, CRN: 35 927 593, registered with the Companies Register of Bratislava I District Court, Section Sro, Entry No. 35418/B.
- 2.2 For purposes of these GTC, the “**Contractor**” refers to a physical or legal entity performing business activities in or outside of the Slovak Republic, who agreed to provide ZSE as its Customer with:
- movable piece of property (goods) in the specified quantity and type, and transfer the proprietary right to this goods to ZSE,
 - work performed at its own expense and risk at the specified time, and deliver it to ZSE,
 - services, work and other performance provided on its own behalf and at its own liability, and deliver it to ZSE,
 - granting/provision of a licence (sub-licence) to a work or other intellectual property right.
- 2.3 For purposes of these GTC, the “**Subcontractor**” refers to a physical or legal entity which is a supplier of the Contractor, participating in the Performance to the benefit of ZSE.
- 2.4 “**Dependent International Entity**” is a domestic physical or legal entity connected with an international physical or legal entity through finances, staff or any other means, pursuant to Act No. 595/2003 Z. z. on Income Tax as amended (hereinafter only as “**Income Tax Act**”).
- 2.5 For purposes of these GTC, the “**Performance**” refers to any goods, work, service, licensing (sub-licensing) and any other performance delivered by the Contractor to the benefit of ZSE pursuant to the business relation between ZSE and the Contractor.
- 2.6 For purposes of these GTC, the “**Contract**” refers to any contract between ZSE and the Contractor, whose subject is the Contractor’s Performance to the benefit of ZSE.
- 2.7 For purposes of these GTC, the “**Order**” refers to ZSE’s ordering the Performance from the Contractor.
- 2.8 For purposes of these GTC, the “**Party**” means ZSE or the Contractor, jointly referred to as “**Parties**”.
- 2.9 For purposes of these GTC, the “**Contact Person**” refers to a person appointed to act in the matters of the Contract, Order and Performance, especially in the matters of the performance, takeover/handover, performance checks, testing of the Performance, etc., on behalf and in the name of ZSE and on behalf and in the name of the Contractor.
- 2.10 For purposes of these GTC, the “**Commercial Code**” refers to the Act No. 513/1991 Z. z. as amended.

- 2.11 For purposes of these GTC, the “**Electronic Catalogue**” refers to an electronic database containing at least the following data: the product number, a short description, tax label, currency, price, quantity unit of the Order, e@class category.
- 2.12 For purposes of these GTC, the “**Project**” refers to a mostly complete documentation of the work or a part of it, required for the preparation and realization of the construction.

III. Basic Provisions

- 3.1 If ZSE and the Contractor stipulate that a part of the Contract shall be governed by these GTC, the GTC shall constitute an inseparable part of the Contracts in which ZSE acts as the Customer. Individual provisions of the GTC shall not apply only if the Contract specifies otherwise (pursuant to Section 273(2) of the Commercial Code) or if the Contract specifically excludes their applicability.
- 3.2 All the provisions stated here shall apply unless a written agreement with the Contractor explicitly states otherwise. We object to discrepant or additional conditions of the Contractor; they shall apply only if ZSE gives its written and explicit consent with the Contractor’s conditions or part thereof.
- 3.3 To avoid any misinterpretations, for defining the rights and obligations of the Parties these documents are binding in the following order of importance:
1. Order,
 2. Contract,
 3. Conditions related to ensuring the performance of the work for the Contractor organizations (in case of performing a work on the ZSE property and equipment),
 4. GTC.
- 3.4 The Contractor will draw up its offer for delivering the Performance for ZSE free of charge.
- 3.5 The Draft Contract or the Draft Offer delivered by ZSE to the Contractor shall not be deemed a notice to start with the Performance. The Contractor may start with the Performance based on the Order of ZSE, after concluding the Contract and pursuant to the terms and conditions stated therein.
- 3.6 All the Contractor’s Performances beyond the scope of the Contract must be approved in advance by ZSE in the form of a written consent. ZSE is not obliged to accept any Performance delivered prior to such consent, neither to pay for it. In such case ZSE may return the invoice to the Contractor.
- 3.7 The Contractor declares that:
- a) the delivered Performance is in conformity with the subject of its business activity,
 - b) the Performance shall be delivered by professionally qualified persons pursuant to legal regulations, binding technical safety regulations and technical safety conditions defined by the Contract.
- 3.8 The Contractor is not entitled to transfer the rights and obligations stated in the Contract to a third party without a prior written consent of ZSE. This shall not apply to relations with subcontractors. The Contractor is not entitled to include its receivables towards ZSE arising from or in any relation to the Contract without a prior written consent of ZSE.
- 3.9 ZSE is entitled to use the subject of the Performance without limitations, including rights to intellectual property, images, designs, formulas, analytical methods, processes and other results of the Contractor’s Performance of the Contract or Order. The Contractor shall ensure that the rights of the third parties, especially its subcontractors, are not affected by the Customer’s usage of the Performance subject and shall compensate the Customer if an aggrieved third party claims damages or other financially compensable performance from the Customer because of the harm caused by an unauthorized use of the third party’s rights.
- 3.10 The Contractor shall ensure that the proprietary rights and rights to intellectual property of the third parties shall not be affected by its Performance. If a third party files a claim against the Customer arising from the breach of its rights, the Contractor shall be obliged to compensate the Customer for any harm or damage. Even if the rights to intellectual property in some cases remain with the Contractor, the Customer or its representatives are entitled to make changes to the subject protected by the rights to intellectual property.
- 3.11 The Contractor is obliged to have an insurance of liability for damage caused during the performance of its activities with the insurance amount common in the relevant sector, and to keep such insurance valid at its own expense throughout the duration of contractual relation pursuant to the Contract, unless the Contract specifies otherwise. If requested, the Contractor shall be obliged to prove this fact to the Customer.

- 3.12 The Contractor agrees to undertake, in coordination with responsible ZSE's employees, all steps so that ZSE (or any other company within the E.ON Group whose member ZSE is) includes the Contractor in the list of qualified contractors for the given period. If the Contractor does not meet the criteria specified by the ZSE's and/or E.ON Group's internal processes or if it meets them only partially, ZSE may terminate the contractual relation based on the Contract pursuant to the conditions stated in Clause 15.4(e) of these GTC.
- 3.13 The Contractor agrees that, if requested by the Customer, it shall deliver a presentation of its products to the Customer's employees or Customer's Alliance Partners at the agreed time and place. The presentation should include technical description of the product, user guide, and if applicable, answering of the relevant questions related to the product. The Contractor shall deliver such presentation free of charge.
- 3.14 The Contractor agrees that, if requested by the Customer, it shall compile the subject of the Performance for the electronic catalogue and that it shall accept electronic orders send by the Customer's authorized representatives.

IV. General Delivery Conditions of the Performance

- 4.1 The Contractor shall be obliged to meet these General Delivery Conditions of the Performance during the delivery/ provision of the Performance, and, depending on the type of the Performance, to meet also specific delivery conditions pursuant to Article VI and/or Article VII of these GTC, unless the Contract or Order specify otherwise.
- 4.2 The Contractor shall ensure the delivery/provision of the Performance at its own expense.
- 4.3 During the delivery/provision of the Performance, the Contractor shall be obliged to meet the legal regulations related to the technical safety, occupational safety and health, public health, labour law, Collective Agreement and the Customer's rules and regulations which it was demonstrably informed of, and especially to meet the rules and regulations of the National Labour Inspectorate. The Contractor shall also take into account the Act No. 124/2006 Z. z. on Occupational Safety and Health and on Amendments to Certain Acts as amended.
- 4.4 If the Performance is to be delivered/provided pursuant to the Order the Contractor shall be obliged to submit a written confirmation of the Order to ZSE within 10 days of the Order's delivery. This shall not apply to electronic orders issued pursuant to Article XIX of these GTC. A verbal Order shall be binding only if ZSE confirms it in writing within 3 business days from the placing of the verbal Order.
- 4.5 Unless the Contract or the Order specifies otherwise, the place of delivery/provision of the Performance is the registered office of ZSE (pursuant to Clause 2.1 of these GTC).
- 4.6 The Contractor shall be obliged to hand over to ZSE all the necessary documentation and the documentation in the Slovak language, as specified by the Parties for handover and use of the Performance, at least in the scope defined by the applicable legal regulations, no later than during the ZSE's takeover of the Performance.
- 4.7 Depending on the nature of the Performance, if stated in the legal regulations or agreed by the Parties, the Contractor shall be obliged to hand over to ZSE the applicable technical documentation, tests of materials used during the delivery of the Performance, documentation of the tests carried out and other documentation related to the Performance, no later than during ZSE's takeover of the Performance.
- 4.8 The delivery of the Performance is only completed after verifying the quantity, quality of the Performance delivered, and completeness of the documentation related to the Performance.
- 4.9 Without further proceedings, ZSE may refuse the delivery of the Performance which does not meet the quality, quantity and other specified conditions.
- 4.10 A protocol or other written notice confirming the handover/ takeover of the Performance shall be filled in and signed by the contact persons or other persons appointed by both Parties. The confirmation of the handover of the Performance is executed in at least 3 counterparts; two of them are to be kept by ZSE and one by the Contractor.
- 4.11 If the Contractor has a quality assurance system, following an agreement with the Contractor, the Customer or a third party appointed by the Customer is entitled to check the system.
- 4.12 The Contractor agrees to provide all the IT devices which are to be connected to the E.ON computer network (including ZSE technology network) with (a) an antivirus program with the latest updates, and (b) safety patches recommended by the producer for the operation system, applications and databases. During its work for ZSE (ZSE Group) the Contractor agrees to only employ legal software which it is authorized to use.

- 4.13 The Contractor shall be obliged to act according to the Customer's provisions regarding the working hours effective at the site of the Performance. The Contractor's employees operating in the Customer's premises are obliged to use the Customer's attendance system effective at the site of the Performance. Before the start of the Performance, the rules common at the site of the Performance shall be arranged with the applicable facility.
- 4.14 Employees of the Contractor and Subcontractor shall be obliged to act in accordance with the work regulations, occupational safety and health regulations and rules defined by the Customer and they shall be instructed in these rules and regulations. The Contractor and its Subcontractors shall take minutes of this instruction and hand over a copy of the minutes to the Customer.
- 4.15 The Contractor and its Subcontractors are entitled to appoint exclusively their employees with relevant qualification who were instructed in the regulations pursuant to the Contract, Order or GTC, and are in good health condition to perform their respective duties for the Customer. If requested by the Customer, the Contractor and its Subcontractors shall be obliged to present the Customer with the documents of their respective employees' qualification and medical examination. The Customer reserves the right to supervise the compliance with the occupational safety and health regulations during the performance of work.
- 4.16 The Contractor agrees not to subject any person it deals with in relation to carrying out its duties for the Customer to any unwarranted discrimination or harassment. The Contractor also agrees to explicitly notify its employees about this fact and impose an appropriate duty on them.
- 4.17 The Contractor shall be obliged to comply with the Customer's crisis management regulations which it was demonstrably informed of beforehand.
- 4.18 The Customer is entitled to request that the Contractor replace its employees, especially if the Customer has justified doubts about the employees' qualifications or if the employees fail to comply with the provisions on occupational safety and environmental protection. This does not affect the Customer's right to compensation for damage. The Contractor shall be obliged to provide an adequate qualified replacement. The agreed Performance deadlines remain unchanged. The Contractor is entitled to replace its employees only with the Customer's prior written consent. All the related extra costs shall be borne by the Contractor.
- 4.19 The Contractor shall compensate the Customer for damage and costs (including legal representation) which were caused by the Contractor's or its Subcontractors' employees who breached the legal regulations.
- 4.20 The Customer shall keep records of the Contractor's or its Subcontractors' employees work accidents related to the Contract Performance. For this purpose the Contractor or its Subcontractors shall be obliged to provide the Customer with the necessary cooperation.
- 4.21 If the Contractor's or its Subcontractor's employee suffers an accident on the way to/from the site of the Performance or on the site of the Performance (work accident) the Contractor or its Subcontractors shall immediately inform the Customer's local safety inspector in writing. Reporting of the accident does not acquit the Contractor of the legal reporting duties.
- 4.22 If the Supplier is the obliged person under Act No 119/2010 Z. z. on Packaging and on Amendment to Act No 223/2001 Z. z. on Waste and on Amendments and Supplements to Certain Acts as amended, it shall prove this fact by the copy of the entry into the Register under Section 9(1) of Act 119/2010 on Packaging and on Amendments to Act No 223/2001 on Waste and on Amendments and Supplements to certain Acts as amended. The copy of the entry into the Register shall be delivered to the Customer's address no later than 10 days of the contractual relation effect.
If the Supplier is not the obliged person under Act No 119/2010 Z. z. on Packaging and on Amendment to Act No 223/2001 Z. z. on Waste and on Amendments and Supplements to Certain Acts as amended, it shall prove this fact by the declaration of honour. The declaration of honour shall be delivered to the Customer's address no later than 10 days of the contractual relation effect.
- 4.23 Pursuant to Section 725 and the following sections of the Commercial Code the Contractor requests that the Customer/ZSE rely on the veracity and accuracy of the above stated Contractor's declaration and affirmation.
- 4.24 The Customer/ZSE hereby agrees to grant the Contractor's request, i.e. to rely on the veracity and accuracy of the above stated Contractor's declaration and affirmation.
- 4.25 The Contractor hereby agrees to compensate the Customer for all damage, costs, sanctions and fees which the Customer may be inflicted as a consequence of the mendacity, inaccuracy or misleading nature of the above stated Contractor's declaration and affirmation.
- 4.26 The Contractor's mendacious declaration constitutes a reason for the Customer's immediate termination of the Contract.

- 4.27 If a work protected by the copyright originates by delivering the Performance pursuant to the Contract, by signing the Contract the Contractor grants the Customer its consent (licence) for using such work, i.e. for all the uses of the work known at the time of concluding of the Contract pursuant to the Act No. 618/2003 Z. z. on Copyright and Rights Related to Copyright (the Copyright Act) as amended, anywhere in the world in unlimited scope during the duration of the copyright protection of the work, with the option to sub-licence any legal entity defined as the Customer in the beginning of these GTC. Such granted consent (licence) is an exclusive licence in its nature, which the Customer may transfer to a third party. The licence granted pursuant to this provision applies to the original work and its copies, as well as an audiovisual work (both the original and its copies) and other derivations of the work arising from putting the licence into effect during its validity, as well as all the works originating in relation with the Contract performance. The compensation for the licence is included in the Price for Performance pursuant to the Contract. This provision is effective unless the Contractor and the Customer stipulate otherwise.
- 4.28 The Contractor shall be obliged to inform the Customer's contact person in writing about employees who are to perform and/or ensure the discharge of the Performance at the designated place.

V. Subcontractor

- 5.1 The Subcontractor is not entitled to appoint another subcontractor with performance of its duties without the Customer's prior written consent. For this purpose the Contractor shall be obliged to bind its Subcontractor to comply with this obligation.
- 5.2 The Contractor shall make Subcontractor bound by all the conditions the Customer imposed on it and it shall ensure the Subcontractor's compliance therewith.
- 5.3 The Contractor must not restrict its Subcontractor in concluding contracts with ZSE for performances different to the Performance pursuant to the Contract. Especially inadmissible are exclusive contracts with third parties which restrict ZSE or the Subcontractor in procurement of supplies or works which are needed by ZSE or the Subcontractor for ensuring such Orders.
- 5.4 The Customer is entitled but not obliged to pay any amount to the Subcontractor which the Subcontractor originally claimed from the Contractor for the work, supplies and/or services that the Subcontractor originally delivered in relation to the Performance to the Customer; and the Customer is entitled to include any amount successfully claimed by any Subcontractor in any Contractor's receivable (including undue receivables) towards the Customer. In such case the Customer and the Contractor are obliged to provide each other with mutual cooperation including legal actions necessary for achieving the purpose stated in the first sentence of this provision. In case of a situation described in this clause of the GTC the Customer is entitled to take over the Performance from the Subcontractor, which the Subcontractor delivered for the Customer via the Contractor.

VI. Specific Delivery Conditions for Delivery of Goods

- 6.1 The Contractor shall be obliged to pack the goods for the delivery in a manner that will prevent any damage to the goods during the transport.
- 6.2 If the goods are to be delivered by means stated in the Contract or Order or in a usual way, the Contractor shall be obliged to select the most suitable transportation of the delivery for the Customer unless the Customer informs it about the instructions for the transportation.
- 6.3 The costs for sending the goods to an incorrect site shall be borne by the Contractor if it is responsible for the transport or if it himself is the cause of the goods being sent to an incorrect site.
- 6.4 The Contractor shall be obliged to hand over the user guides, repair and maintenance manuals pertaining to the goods to ZSE, in the scope defined by relevant legal regulations of the Slovak Republic, no later than during ZSE's takeover of the Performance. The manuals and labels on the equipment control panels must be in the Slovak language.
- 6.5 The machines and technical tools must be supplied pursuant to the Act on Technical Requirements for Products and Conformity Assessment, and in compliance with technical standards, together with the user guide and assembly guide, EC declaration of conformity or the CE label. The machines and technical tools with the CE label take precedence in the delivery. If the conformity label is not awarded the Contractor shall be obliged to prove compliance with the above stated regulation.
- 6.6 The Contractor shall be obliged to test the products pursuant to the Slovak technical standards or other European technical standards and, if required, show the test results to the Customer free of charge. The Customer is entitled to retest the products. However, the retesting of the product does not mean its takeover.
- 6.7 If the goods is a dangerous chemical substance or a dangerous chemical agent, the Contractor is obliged to inform the Customer about it in the

Slovak language before the delivery to the site, in particular by means of the Material Safety Data Sheet. He shall be also obliged to inform the Customer of the legal restrictions of launching the goods. During the transport of dangerous chemical substances and dangerous chemical agents the Contractor shall be obliged to meet the legal regulations, especially the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal.

- 6.8 Using carcinogenic, mutagenic and fertility impairing substances is prohibited. If the use or delivery of such substances is necessary, the Contractor shall be obliged to inform the Customer ahead of time in writing and agree with the Customer on the necessary safety precautions.
- 6.9 The Contractor shall be obliged to clearly mark the spare parts, by stating e.g. their manufacturer, type, the Order number, item number, ID number, dimensions, production material, technical standards etc. The same shall apply to the delivery of dangerous chemical substances and dangerous chemical agents. If the delivered products/equipment include or use operating materials that fall under the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal, such materials shall be declared pursuant thereto.
- 6.10 In case the Contract includes “**Work Performance Conditions for Contractor Organizations**”, the Contractor shall be obliged to register for OSH and Fire Safety Training of the Contractors before the start of the work and/or services (link:<http://www.skupinazse.sk/sk/Informacie-pre-dodavatelov/Terminy-oboznamenania-dodavatelov-z-oblasti-BOZP-a-OPP>). If the responsible employee fails to complete this training, the Customer is not entitled to permit the Contractor’s entry/access to ZSE premises/equipment.

VII. Specific Delivery Conditions for Delivery of Work

- 7.1 The Contractor shall inform ZSE in writing when the work is ready for handover, however no later than 5 business days before the work is ready for handover. According to such announcement, ZSE shall subsequently arrange a handover date for the work performed pursuant to the Contract or the Order.
- 7.2 If pursuant to the Contract the proper performance of work has to be certified by conducting agreed tests, the work shall be deemed finished only after such tests have been conducted. The Contractor shall be obliged to invite ZSE to such tests in writing, however no later than 7 business days before the tests are to be conducted. Test results shall be recorded in minutes signed by both Parties.
- 7.3 The Contractor shall bear all costs relevant to the conducting of such tests.
- 7.4 Liability of the Contractor for any defects detected during or after the handover of the work shall not be limited in any way by conducting tests in the presence of ZSE representatives.
- 7.5 If the work is performed for ZSE on the premises of ZSE or on premises provided by ZSE, ZSE shall bear the risk of damage to the performed work and shall be its owner.
- 7.6 The Contractor shall only bear risk of damage to the work subject to installation, maintenance, repairs or modifications. In such case, the right of ownership shall remain with ZSE.

VIII. Performance Period

- 8.1 The Performance period commences on the day the Contract is signed by both Parties or on the day the Order is confirmed by the Contractor, except otherwise agreed by ZSE and the Contractor in the Contract or the Order.
- 8.2 The Contractor shall be obliged to deliver the Performance within the deadline specified in the Contract or the Order.
- 8.3 The agreed Performance period is valid unless unexpected circumstances occur, which cannot be influenced by the Parties (such as conditions liability-precluding circumstances pursuant to the provisions of Article XVI of the GTC, fire, natural disasters, mobilisation, war, uprising, embargo, foreign exchange transfer prohibition, general lack of raw materials and input materials, accidental regulation of energy consumption) and which make the Performance impossible. The Performance period shall be extended by the time over which circumstances preventing the Performance last. Such circumstances can also extend the Performance period in case they occur on the part of the Subcontractor.
- 8.4 If the Performance period is agreed in the Contract with a specific date and ZSE is in delay with its duty to provide the Contractor with necessary cooperation agreed in the Contract, such Performance period shall be extended by the number of business days equal to the delay of ZSE with performing the above duty.
- 8.5 Unless the Contract or the nature of the Performance specify otherwise, the Contractor is entitled to provide the Performance also before the agreed deadline, if ZSE agrees to accept such Performance from the Contractor.

- 8.6 A partial Performance can be accepted only upon a mutual agreement of both Parties.
- 8.7 The Contractor agrees to inform ZSE without undue delay if it is unable to meet the agreed Performance deadline.
- 8.8 The Contractor shall be obliged to inform the Customer of all facts relevant to the subject of Performance pursuant to the Contract or the Order, which could cause delay of the Performance or damage to the Customer.
- 8.9 If Contract ends during the validity of a project, ZSE is entitled to additionally order material pursuant to the Contract even after its validity and effectiveness have terminated, however no later than the end of the work Performance pursuant to the given project.

IX. Observing the principles of the “UN Global Compact” initiative and the EU Regulation on combating terrorism

- 9.1 The Contractor shall be obliged to observe the principles of the “UN Global Compact” initiative.
- 9.2 The Contractor shall be also obliged to observe the provisions of the Council Regulation (EC) No. 881/2002 as amended and the Council Regulation (EC) No. 2580/2001. The Contractor is, in particular, prohibited to trade with organisations, natural or legal persons specified in these regulations, which are subject to inspection by the Slovak committee for Energy.

X. Price

- 10.1 ZSE shall be obliged to pay the Price for the Performance agreed in the Contract or specified pursuant to the Contract. Document for billing shall be an invoice including all necessary essentials pursuant to applicable legislation (Clause 11.3 of these GTC) issued by the Contractor and delivered to ZSE.
- 10.2 The Price specified in the Contract or the Order is a fixed price, including all bonuses and/or surcharges (such as transport). If the Price is agreed as an hour rate, the Contractor is entitled to invoice ZSE only the time actually spent for the Performance. The Contractor shall not invoice ZSE the time necessary for breaks, transport of employees, arranging entry permits into ZSE premises, etc. In certain cases a special manner for price stipulation may be used.
- 10.3 If there is a change to the Price in the course of preparation and/or delivery of the Performance, the Price of the Performance can be altered by an addendum to the Contract upon mutual negotiation and approval by the Parties.
The Price can be increased:
 - a) In case of legislative changes with regard to prices during the validity of the Contract,
 - b) If ZSE requires an extra Performance not included in the Contract,
 - c) If the year-on-year inflation rate calculated by the Statistical Office of the Slovak Republic exceeds 5%.
- 10.4 The Price is in EUR exclusive of VAT, except if otherwise specified in the Contract or the Order. If the Performance is subject to VAT, VAT shall be applied pursuant to valid legal regulations of the Slovak Republic and stated individually on the invoice.
- 10.5 If the Contractor is a foreign entity, all taxes payable by such Contractor pursuant to legal regulations in the subject country shall be part of the procurement price. The tax obligation shall be governed by the Double Taxation Avoidance Agreement concluded with the tax domicile country of the Contractor as well as tax legislation of the Slovak Republic.
- 10.6 In case of contracts concluded with Dependent International Entities, the Price has to be agreed according to the “**independent market price**” principle (price, which independent entities would agree under similar conditions).

XI. Payment Terms

- 11.1 Except when billing time and form are otherwise agreed in the Contract, the Contractor shall be obliged to issue invoices (and other tax documents) individually for each Contract or Order for the delivered Performance as follows:
 - a) no later than 15 business days from the handover of the relevant part of the Performance, if the billing of the Price and Performance handover is agreed in parts, or
 - b) no later than 15 business days from the end of the relevant billing period agreed in the Contract, or
 - c) pursuant to the instalment plan stipulated in the Contract, or
 - d) no later than 15 business days from the total completion and handover of the Performance to ZSE, or
 - e) no later than 15 business days from receipt of the payment by the Contractor if the Contractor requires advanced payments pursuant to an “**Advanced Invoice**”.

Invoices for partial performances shall be marked as “**Partial Invoice**” and the final invoice as “**Final Invoice**”.

- 11.2 The Contractor shall be obliged to send invoices via electronic means to ZSE within 5 business days from their issuance, however no later than 15 business days before the end of the maturity period. The original invoice must not be attached to the Performance delivery. The invoice must include a protocol, or any other written confirmation of the handover of the Performance, signed by the contact person or any other appointed representative of ZSE.
- 11.3 The Contractor shall ensure that its invoices meet all criteria pursuant to the provisions of Act No. 222/2004 Z.z. on Value Added Tax as amended (hereinafter only as the “**Act on VAT**”) and include all necessary essentials. The Contractor shall also ensure that its invoices include the business name and CRN of the Customer as stated in the Extract from the Commercial Register, telephone contact for the person responsible for billing, number of the Contract or Order. If the Price for the Performance was agreed in a foreign currency, the Contractor shall also state his bank account number in the form of IBAN and BIC codes on the invoice. The Contractor shall bear all bank fees relevant to the transfer of the foreign currency.
- 11.4 When issuing invoices, foreign Contractors have to observe the provisions of Regulation 2006/112/EC, or the respective legislation of the relevant country. If the Performance meets all conditions of tax exemption, the invoice shall include the information that the delivery of goods is exempt from tax, or the information that the service recipient is the person that is liable to pay the tax.
- 11.5 If the Performance from a foreign Contractor is subject to withholding tax or tax securing pursuant to the provisions of the Act on Income Tax or the respective Double Taxation Avoidance Agreement, the Customer is entitled to reduce the payment for such Performance by the amount of such tax. The Contractor shall be obliged to specify such Performance on the invoice.
- 11.6 ZSE reserves the right to return to the Contractor for completion any invoice which does not meet the essentials pursuant to the provisions of Clause 11.3 and 11.4 of this Article of the GTC. In such case, the maturity period is suspended and the new maturity period commences with the delivery of the original copy of the corrected invoice by the Contractor to ZSE.
- 11.7 Maturity of invoices shall be 60 calendar days from their delivery to ZSE, except if otherwise agreed in the Contract or the Order. If an invoice is due on a bank holiday, the following business day shall be regarded as the end of the maturity period. The invoice shall be deemed settled when the billed amount is debited from the account of ZSE and credited to the Contractor’s account.
- 11.8 ZSE shall not be obliged to pay invoices if it has any unsettled receivables towards the Contractor.
- 11.9 The Parties have agreed that the Customer shall be obliged to send the Contractor invoices in electronic form, as from the day of effectiveness of this Contract. Electronic invoices shall be sent to the Contractor in the standard format PDF and shall be deemed as full substitutes for print invoices. The Contractor hereby entitles the Customer to send invoices in electronic form pursuant to the provisions of Section 71(1)(b) of the Act on VAT as amended by sending the electronic invoices per e-mail (hereinafter only as the “**Electronic Invoice**”). The Customer shall ensure that Electronic Invoices are delivered to the Contractor no later than 10 business days before their maturity date.
- 11.10 The Parties acknowledge that information provided on Electronic Invoices sent to the e-mail address specified by the Contractor is subject to business secret and they are obliged to keep it. The Customer shall not be liable for the breach of the business secret if such breach is due to leakage from either an e-mail mailbox or a web application of the Contractor.
- 11.11 The Customer shall be liable for the accuracy and completeness of the information.
- 11.12 The first business day following the day on which the electronic invoice was demonstrably received by the Customer via electronic mail shall be always deemed the day of delivery of the relevant electronic invoice. This in no way limits the right of the Contractor to send also other than regularly issued invoices via e-mail. If proven that the invoice was not duly delivered to the Contractor, the Contractor shall not be deemed being in delay with the payment of the billed sum.
- 11.13 The Contractor shall notify the Customer of the e-mail address for delivering Electronic Invoices in writing within 15 business days from concluding the Contract. The Contractor shall be liable for the functionality of such e-mail address. The Contractor shall always inform the Customer on any changes to the e-mail address for delivering electronic invoices in advance and in writing. The Customer is entitled to request the Contractor to send Electronic Invoices to more than one, however no more than three e-mail addresses at once. The Customer must to be informed on such e-mail addresses in writing.
- 11.14 Except otherwise specified in the Contract, the Contractor shall inform the Customer of the e-mail address to be used for sending Electronic Invoices to the Customer before the first Electronic Invoice is send to the Customer, but no later than 15 business days from concluding the Contract. The Contractor shall always inform the Customer on any changes to the e-mail address for sending Electronic Invoices in advance and in

writing. The Contractor is entitled to specify more than one, however no more than three e-mail addresses. The Contractor shall be liable for the validity of each specified e-mail address. The Contractor is obliged to send each Electronic Invoice separately and one-time-only per one specified e-mail address (i.e. one e-mail contains one invoice).

- 11.15 If the Customer is obliged to pay the value added tax which is considered to be back tax pursuant to Section 69(b) of the Act No. 222/2004 Z.z. on Value Added Tax, as amended (hereinafter as the "**Back Tax**"), which is guaranteed by the Customer pursuant to the provision of Section 69(b) (hereinafter as "**Guarantor**"), the Parties have agreed that: The Customer shall immediately inform the Contractor if the local Tax Office orders the Guarantor to pay the Back Tax.
- 11.16 If, based on the decision of the Tax Office, the Customer paid the Back Tax for the Contractor, the Customer is entitled to
- request reimbursement of the sum in the amount equal to the unsatisfied tax liability, as well as all costs caused by the Contractor's failure to satisfy the tax liability (hereinafter as "**Debt**") no later than 3 business days from the day of delivery of the Customer's appeal. The appeal must include a copy of the Tax Office's decision pursuant to Article 1 of this Annex. If the Contractor is in default with the payment, the Customer is entitled to interest on late payment amounting to interest defined for the case of the Customer's late payment of due and properly issued invoice pursuant to this Contract, or
 - unilaterally set-off the sum amounting to the debt against its existing or future liability towards the Contractor under this Contract. If there are no due receivables suitable for setting-off, the Customer is entitled to set-off the debt against the Contractor's receivable from any existing contractual relation between the Customer and the Contractor.
- 11.17 If any damage is caused to the Customer for any reason stated in this Article, which is higher than the debt, the Customer is entitled to compensation for damage.
- 11.18 If the Customer as a Guarantor paid tax which should have been paid by the Contractor, the Customer is obliged to submit a confirmation document to the Contractor upon request. If necessary, the Customer shall provide cooperation in communication with the Tax Office in the scope needed for return of a tax which has been paid twice.
- 11.19 If the Tax Office returns the Back Tax to the Customer because the Contractor already paid it, the Customer is obliged to return the payment received from the Contractor under the Article 2, i.e. to pay its due liability which has been set-off against its receivable because of the Back Tax within 3 business days from the day it identifies such return payment from the Tax Office or within 3 business days from the day the Contractor or the Tax Office informs the Customer about the fact, but no later than the 15th day of the calendar month following the return of the Back Tax by the Tax Office.
- 11.20 The Contractor is obliged at any time throughout the duration of the contractual relation with the Customer established by this or other valid contract to submit upon the Customer's request a confirmation issued by the tax administrator that it has no back duty. The confirmation may not be older than 1 month.
- 11.21 If, after the Contractor was published on the list of entities which are no longer qualified for registration pursuant to Section 81(4)(b) of the Act stated in the Clause 11.15. of these GTC, the Contractor fails to provide documents proving that the reasons for its inclusion in such list do not concern the contract of which these GTC form part, within 15 business days from receiving the Customer's written request, the Customer is entitled to withdraw from the Contract or order with ex nunc effect.

XII. Warranty and Liability for Defects

- 12.1 The Contractor shall be liable for defects on the Performance within a warranty period of 24 months, except otherwise specified in the Contract.
- 12.2 The warranty period commences on the day of handover to ZSE, except otherwise specified in the Contract, the Order, or valid legal regulations.
- 12.3 The warranty period shall be suspended during the time when ZSE is unable to use the Performance due to defects caused by the Contractor.
- 12.4 Should the Performance or a part of it be replaced by a new Performance or a part of it, a new warranty period for the new Performance or its part shall commence respectively.
- 12.5 The Performance is deemed defective if the delivered Performance is not according to the result agreed in the Contract or Order, the intended use, or it lacks qualities explicitly specified in the Contract, the Order and/or the generally binding legislation and/or the valid technical standards.
- 12.6 The Contractor shall be liable for material defects, defects caused by the Producer or Subcontractor and any other defects.

- 12.7 The Contractor shall be liable for Performance defects, which:
- are present on the Performance at the handover to ZSE,
 - arise after the handover and were caused by the breach of its obligations.
- 12.8 The Contractor shall not be liable for Performance defects caused by inappropriate or incomplete documents provided by ZSE where the Contractor was unable to discover such incompleteness or inappropriateness even after taking due care, or if it notified ZSE of their inappropriateness in writing and ZSE insisted on their use anyhow.
- 12.9 If the Performance is delivered with defect(s), ZSE is entitled to:
- request the removal of such defect(s) by delivering a replacement Performance for the faulty Performance; ZSE anyhow is not entitled to request the delivery of a replacement Performance, if the nature of such Performance prevents it from returning or handover to the Contractor,
 - request the delivery of a lacking Performance or request the removal of legal defects,
 - request free removal of defects by means of repair of the Performance, if such defects can be removed,
 - request an adequate discount on the Performance,
 - terminate the Contract.
- 12.10 The right of ZSE to damage compensation and/or contractual penalty shall not be limited by applying the rights pursuant to the provisions of Clause 12.9 of this Article of the GTC.
- 12.11 ZSE shall be obliged to complain about evident defects at the Contractor in writing within 20 business days from the handover of the Performance at the latest and other defects within 20 business days from their discovery. ZSE shall specify its requirements in the complaint and specify the rights pursuant to the provisions of Clause 12.9 of this Article of the GTC it wants to claim.
- 12.12 The Contractor agrees to commence removing the defects without undue delay after ZSE has lodged a complaint and remove the defects within 5 business days at the latest, unless otherwise agreed by the Parties.
- 12.13 If the Contractor is in default with removing the defects, ZSE is entitled to remove the subject defects at the Contractor's costs and on its account by itself or a third party.
- 12.14 Upon request by ZSE, the Contractor shall be obliged to remove any defects on his Performance without undue delay, even if it does not acknowledge its liability for the defects. The Contractor shall bear all costs in contested cases, until a final decision on the complaint is made.
- 12.15 Other relations of the Parties regarding the Warranty for Performance, defects on the Performance, or claims pertaining to them shall be governed by respective provisions of the Commercial Code.

XIII. Liability for Damage

- 13.1 If, in relation to the activity of the ZSE's Contractor, damage occurs during the delivery of the Performance, the Contractor shall be obliged to reimburse ZSE for such damage, including loss of profit.
- 13.2 The Contractor shall be liable for damage which causes to ZSE by breaching its statutory or contractual obligations or its obligations in delivering the Performance.
- 13.3 The Contractor shall be obliged to reimburse ZSE for damage no later than 10 business days from the delivery of the settlement document of the compensation for damage to the Contractor.
- 13.4 ZSE and the Contractor shall not be liable for damage caused by liability-precluding circumstances.

XIV. Penalties

- 14.1 If the Contractor is in delay with the delivery of the Performance, ZSE may request from the Contractor the contractual penalty amounting to 0.035% of the Price of the Performance, for each day of delay, unless specified otherwise in the Contract.
- 14.2 In case of the defective Performance, ZSE may request the contractual penalty of 20% of the Price of the Performance.
- 14.3 If the Contractor will not start removing defects of the Performance without delay or will not continue in dully started removal of defects, and

if the Contractor is in delay with performing the obligation to remove defects of the Performance, ZSE may request the contractual penalty of 0.035% of the Price of Performance for each defect and for each started day of delay with its removal and delay with the performance of the obligation to remove defects.

- 14.4 The contractual penalty shall be due within 30 business days from the receipt of the penalty invoice by the Contractor.
- 14.5 By exercising the contractual penalty the ZSE's right to damage compensation caused by the breach of the obligation covered by the contractual penalty shall not be affected.
- 14.6 By paying the contractual penalty the Contractor shall not be deprived of the obligation to deliver the Performance or deliver documents under the Contract.
- 14.7 Even if the Contract is terminated, the right to the contractual penalty shall remain.
- 14.8 If ZSE is in delay with timely payment of the invoice, the Contractor may charge the interest on the sum in arrears of 0.035% of the due sum for each day of delay, unless the Contract specifies otherwise.
- 14.9 If provisions of paragraphs 17 and 18 of these GTC are breached, the Contractor shall be obliged to pay ZSE the contractual penalty of EUR 100,000.00.
- 14.10 If obligations resulting from the Clause 4.12 are breached, including damage of the reputation of ZSE, possible loss of data and/or other damage caused by the breach, the Contractor shall be obliged to pay ZSE the contractual penalty of EUR 10,000.00.
- 14.11 If the Supplier fails to meet its obligation under Clause 4.22, the Customer may terminate the contractual relation with immediate effect.

XV. Termination of the Contract

- 15.1 ZSE and the Contractor have agreed that the Contract shall be terminated:
 - a) by the delivery of the Performance and fulfilment of related contractual obligations of the Parties,
 - b) by the expiry of the period for which the Contract has been concluded,
 - c) by a written agreement of the Parties,
 - d) by a written notice pursuant to Clause 15.3 of this Article,
 - e) by a written termination of the Contract pursuant to Clause 15.3 and/or 15.5 and/or 14.11 of this Article.
- 15.2 Unless the Contract specifies otherwise, ZSE may terminate this Contract without giving reasons with a 1-month notice period which shall start on the first day of the month following the delivery of the notice to the Contractor.
- 15.3 Any Party may terminate the Contract with immediate effect in the following cases:
 - a) the other Party breaches its legal or contractual obligations or the GTC in a non-material way and despite a written notification it fails to make rectification over the period stipulated by ZSE in such notification;
 - b) the other Party repeatedly (twice and more times) breaches its legal or contractual obligations or the GTC;
 - c) the other Party breaches its legal or contractual obligations or the GTC in a material way, while a material breach is, in particular, a breach thus explicitly defined in the Contract or the GTC.
- 15.4 The major breach of the Contract shall be in particular:
 - a) a breach of the Contractor's obligations pursuant to Articles IV IX of these GTC;
 - b) a breach of the Contractor's obligations pursuant to Articles XVII XIX of these GTC;
 - c) if the Contractor acts in any way whatsoever contrary to the principles of fair business, commits an unfair competition act, acts contrary to legal regulations on competition protection, or disparage through its action the reputation and legitimate interests of ZSE;
 - d) if, in delivering the Performance, the Contractor breached, circumvented or failed to comply with applicable legal regulations of ZSE concerning occupational safety and health, fire prevention, the environment protection, entries to ZSE's premises or terms specified in the safety and technical terms and conditions for the Performance in ZSE;
 - e) if provisions of Clause 3.12 of these GTC have not been respected;
 - f) if the Contractor breaches its obligations to the Social Insurance Agency or Slovak tax authorities.
- 15.5 In case of the termination of the Contract the Parties shall agree within 15 business days upon the manner of settling liabilities resulting from the terminated contractual relationship. Where an agreement is non-existing, ZSE shall pay the Contractor only the due amount for the Performance delivered and invoiced before the termination of the Contract came into effect.

- 15.6 Where ZSE has any other valid contract concluded with the Contractor, which contains the breach of an obligation specified under clause 15.4(b) of this Article as a substantial breach of the Contract, ZSE may, while terminating the present Contract, terminate any other effective contract too.
- 15.7 The termination of the Contract shall not affect the right to damage compensation and/or the right to the contractual penalty arisen out of the breach of the Contract, nor contractual provisions concerning the choice of law and other provisions whose nature implies that they shall remain even after the termination of the Contract, including, but not limited to obligations pursuant to Articles XVII to XIX of these GTC.

XVI. Liability-precluding Circumstances

- 16.1 An obstacle occurring independently of the will of, and preventing the liable Party from performing its obligations shall be deemed as the liability-precluding circumstance, if the liable Party cannot be reasonable expected to avert or overcome such an obstacle or its consequences and further to have predicted such obstacle at the time of occurrence of the obligation.
- 16.2 Liability cannot be precluded by an obstacle that occurred at the time when the liable Party was in delay with the Performance or occurred out of its economic conditions.
- 16.3 Neither of the Parties shall be liable for the failure to perform its obligations arising out of the Contract if it is proven that
- such failure was caused by extraordinary unpredictable and unavoidable events;
 - neither obstacles nor their consequences could be predicted at the time of the Contract conclusion;
 - neither obstacles nor their consequences could be prevented, avoided or overcome.
- 16.4 Unpredictable and unavoidable obstacles shall not include those which were caused due to the failure to grant official permits, licences of similar authorisations for the purposes of the Performance.
- 16.5 The Party breaching its obligation or due to know, having regard of all circumstances, that it will breach its obligation arisen out of the Contract, shall notify the other Party of the nature of the obstacle that prevents or will prevent it from performing its obligations and inform other Party about consequences. The notification shall be delivered without undue delay after the Party came to know about the obstacle or, after taking reasonable care, could have come to know about the obstacle. Failure to meet the notification obligation shall bind the liable Party to compensate damage which could have been avoided through a timely notice.
- 16.6 The consequences of circumstances precluding liability are limited to the duration of an obstacle to which these consequences are interrelated.
- 16.7 The liability-precluding circumstances shall relieve the liable Party of the obligation to pay the contractual penalty resulting from the breach of obligations to which the circumstances apply.

XVII. Confidentiality

- 17.1 The Contractor may not disclose to a third party any information provided by ZSE marked as confidential and use it contradictory to its purpose for its own needs. Confidential information is, in particular, facts and information marked as confidential or which, due to its nature, may be considered confidential. This shall not include information which was demonstrably known to the Contractor prior to its delivery by the Customer or which the Contractor learned from a third party and was not marked as confidential or the Contractor gained by its own activity.
- 17.2 Information provided by the Customer to the Contractor shall remain in the Customer´s ownership. This shall apply to copies of such information, even if they are made by the Contractor.
- 17.3 Information provided by the Customer must be returned without notice to the Customer after the termination of the Contract or disposed of with the Customer´s consent, except where the Contractor must archive it under Act No. 395/2002 Z. z. on Archives and Registries and on the Amendments of Certain Acts.
- 17.4 The Contractor shall be obliged to comply with general binding legal regulations in the area of confidentiality, especially protection of personal data, and ensure their observance by its employees and sub-contractors. At the request of the Customer the Contractor shall be obliged to prove that persons authorised to process personal data at the premises of the Contractor were instructed on the rights and obligations provided for in the Act No. 122/2013 Z. z. on Protection of Personal Data as amended (hereinafter only "**Act on Protection of Personal Data**") and on the responsibility for their breach. The Contractor shall be obliged to comply with Act No. 351/2011 Z. z. on Electronic Communications as amended.
- 17.5 In processing personal data, the Contractor shall be obliged to proceed in line with Act on Protection of Personal Data. The Customer shall be obliged to check the processing and protection of personal data provided by the Contractor at the premises of the Contractor, and give to the Contractor instructions concerning the protection and handling with provided data in line with Act on Protection of Personal Data.

- 17.6 The Contractor shall be obliged to inform the Customer without delay about its breach of Act on Protection of Personal Data or the breach of obligations under these GTC in the area of the protection of personal data.
- 17.7 The termination of the Contract shall not affect the obligations of the Contractor under this Article.
- 17.8 The Customer may forward information about the Contractor relating to a specific order to its daughter companies for purposes of the procurement and save these data even after the termination of the Contract, if required by Act on Archives or for purposes of other possible orders.

XVIII. Business Secret Protection

- 18.1 The Contractor shall be obliged to protect information and facts constituting business secret provided by the Customer against third parties. Business secret are all facts and information of business, production or technical nature, results of research relating to the Customer that have real or at least potential material or immaterial value, unless they are available in relevant business circles and are to remain confidential according to the Customer's will and the Customer keeps them confidential in a relevant way. The confidentiality obligation shall remain over the whole time of the duration of facts constituting business secret.
- 18.2 Information constituting business secret of the Customer is, in particular, but not limited to:
- addresses of connected customers,
 - identification data of contractors,
 - information on preparedness of connected customers for the change of the supplier,
 - information about potential customers,
 - information on measures for the development of distribution grids,
 - information on inactive house connections,
 - information on criteria of economic efficiency for the assessment of connections' installations and extension of distribution grids.

XIX. Electronic Orders

- 19.1 The Contractor shall accept electronic orders placed by the Customer in accordance with a valid and effective contract entered into between the parties or individual electronic order (without the conclusion of a specific contract) to e-mail address/ addresses specified in the contract.
- 19.2 Electronic order shall contain at least the following particulars:
- Customer business name, address, registration number, VAT number
 - Order No.
 - Type of goods or services ordered, quantity, price, place and date of delivery
 - Electronic signatures of two responsible representatives of the Customer.
- 19.3 The Customer does not require a written or electronic confirmation to the sent electronic orders.
- 19.4 The Contractor agrees to accept the form of electronic order complying with the specified requirements of the order on the part of the Customer.
- 19.5 If the Contractor has reservations about the order, it is required to submit a statement to the Customer via e-mail to dispecing_logistiky@zse.sk within 2 business days from the receipt of an electronic order from the Customer. In the statement the Contractor shall give a specific number of the electronic order. After this deadline, the electronic order shall be considered binding for both Parties.
- 19.6 In the event of disagreement with the Contractor's receipt of the order, the Contractor is obliged to reject the electronic order within 2 business days from the receipt of the order sent via e-mail. The order shall be deemed cancelled in its entirety.
- 19.7 The Customer is obliged to give standpoint to the Contractor's objections under Clause 19.5 by e-mail to the address of the Contractor from which the e-mail was sent within 2 business days. If the Customer accepts the complaint, the Contractor shall send a modified order or propose further adjustments to the order. The Customer is also entitled to refuse the order adjusted by the Contractor in full.
- 19.8 The Contractor solemnly declares that the e-mail address/addresses agreed on with the Customer are functional and correct. In case of e-mail address changes, the Contractor is obliged to notify the Customer at the e-mail address: dispecing_logistiky@zse.sk within 2 business days from the date of the change. If the Contractor fails to do so, the Customer shall not be responsible for the proper delivery of electronic orders.

XX. Special Provisions

- 20.1 During the Contract, the Contractor shall be obliged to inform ZSE within 10 business days of all changes concerning its business name, registered

office or place of business, subject of business, statutory bodies including the way of their acting towards third parties, participating interest, conclusion of a contract on the transfer of the organisation or the transfer of a part of the organisation, entering into the liquidation of the Contractor, the commencement of the distraint procedure against the property of the Contractor and the commencement of the proceeding under Act No. 7/2005 Z. z. on Bankruptcy and Restructuring and on Amendments to Some Acts as amended. During the Contract, the Contractor shall be obliged to inform ZSE in writing about the date of the cancelation of the VAT payer registration, date of the VAT payer registration, without delay after this date. During the Contract, an International Contractor shall be obliged to inform ZSE without delay of the establishment and dissolution of a permanent site under Act No. 595/2003 Z. z. on Income Tax as amended and a relevant double taxation agreement, the establishment and dissolution of the site under Act on VAT and/or the notification on the place of business of such international person. The breach of such obligation is deemed a major breach of the Contract.

- 20.2 Business activities between the Contractor and ZSE for purposes of their evaluation or advertisement can be published only with the prior written consent of ZSE.

XXI. Final Provisions

- 21.1 These General Terms and Conditions and relations resulting from the Contract and the Performance shall be governed by the legal order of the Slovak Republic.
- 21.2 The language of the Contract is Slovak. If the Slovak version is in contradiction with a translation into a foreign language, the Slovak version shall prevail.
- 21.3 A written form of an act relating to the Performance and relations associated therewith is preserved when such act made in a paper form is signed by an appointed person of the relevant Party and also when such act is made by electronic means able to record the content of a legal act and to identify a person that made such act on behalf of the Party.
- 21.4 The Contract may be changed only in writing on the basis of addenda signed by both Parties.
- 21.5 Documents shall be delivered in person or by mail to the address of the Party to which a document is to be delivered, stated in the Contract, or to its office written in the Companies Register. If the recipient refuses to accept a document, the document is deemed to have been delivered on the day of its refusal. If the recipient is not reachable at the place of delivery, the document is deemed to have been delivered on the third day after its storing at the post office, even if the recipient had not learnt about the storing.
- 21.6 If any provision of the Contract, which does not constitute necessary essentials, is or becomes invalid or unenforceable wholly or partially and can be separated from other provisions of the Contract, such invalidity or unenforceability of other provisions of the Contract shall not affect the validity and enforceability of other provisions of the Contract. The Parties agree to replace an invalid or unenforceable separated provision by a provision which would come as close as possible to the subject of the separated original provision. The replacement is to be made by an addendum. If any provision of the Contract, which constitutes its necessary essentials, is or becomes invalid or unenforceable wholly or partially, the Parties shall replace an invalid or unenforceable provision within a new contract by a new valid and enforceable provision which would come as close as possible to the subject of the original provision.
- 21.7 Possible disputes arising out of or in connection with the Performance shall be solved in conformity with legal order of the Slovak Republic. In solving such disputes, the courts of the Slovak Republic shall be factually and territorially relevant under relevant legal regulations.