

1. General Provisions

- 1.1. These are the General Terms and Conditions (hereinafter referred to as the „GTC“) of ENSECO, a. s., Identification no.: 36 220 370, with the registered seat at: Hollého 10/1499, 949 01 Nitra, registered with the Business Register of the District court Nitra, section: Sa, insert no.: 10494/N, VAT ID no.: SK2020162375 (hereinafter referred to as „ENSECO“) applicable for all purchase agreements, service agreements, and/or contracts for works, concluded on the basis of a purchase order issued by ENSECO and sent to the Supplier, under which ENSECO acts as the buyer, or the commissioning party/Customer.
 - 1.2. For the purposes of these GTC, the party providing for ENSECO the services, works, other performances and/or services, including any deliveries of goods related to the Purchase Order subject matter or deliveries of goods based on the Purchase Order (hereinafter referred to as the „Performance“), shall be referred to as the „Supplier“, and ENSECO shall be referred to as the „Customer“, regardless of the references indicated in the Purchase Order. For the purposes of GTC, the „Party“ shall mean ENSECO or the Supplier, while the „Parties“ shall mean ENSECO and the Supplier together.
 - 1.3. The Parties agree that a contractual relationship based on a purchase order shall be deemed to have been concluded upon the purchase order being signed by both Parties. The Parties agree that the signed purchase order may be delivered by the respective Party via email to the email address of the contact person of the other Party. In such case, the purchase order must be provided as a scanned PDF document, and each Party shall ensure that the resulting document is legible. The purchase order is revocable until its written acceptance is received. If the Supplier does not accept the purchase order in writing, and nevertheless, the Supplier performs the scope of the purchase order in accordance with the issued purchase order and the Customer accepts such Performance, the purchase order shall be deemed approved by both Parties as of the day of carrying out the relevant transaction. By accepting the purchase order, or carrying out the relevant transaction, the purchase order shall be deemed a duly concluded contract (hereinafter referred to as the „Contract“).
 - 1.4. The Supplier undertakes to observe – in addition to the Contract – the Safety and Technical Conditions of Performance indicated in the Contract, or other internal provisions of the Customer, or Final customer, for which the Customer performs and that may be submitted to the Supplier in relation to the Performance before actual Performance either by the Customer, or by the Final customer.
 - 1.5. In performing the Contract, the Supplier undertakes to comply with the social responsibility requirements arising from the SA8000:2014 standard and with the applicable legislation on personal data protection (the GDPR Regulation and Act No. 18/2018 Coll.).
 - 1.6. If a subcontractor is involved in the performance of the Contract, the Supplier shall submit a list of subcontractors to the Customer for prior approval. The Supplier undertakes to ensure that all its subcontractors are paid in full and on time for their respective Performance.
 - 1.7. These GTC form an integral part of the Contract and shall enter into force together with the Contract. The updated wording hereof is available at the Customer's website (www.enseco.sk) for consultation or download. The respective provisions herein shall not apply if otherwise agreed in the Contract, pursuant to Section 273 (2) of the Act no. 513/1991 Coll. as amended (hereinafter referred to as the „Commercial Code“), or if their application is precluded exclusively in the Contract or in the separately concluded contract between the Customer and the Supplier.
- ## 2. Business Terms and Price
- 2.1. The Supplier undertakes to provide the Performance defined in the Contract within the delivery time and for the Price specified therein. In case the Price is not specified in the Contract, its amount must be determined by the Supplier before the provision of the Performance and agreed in writing by the relevant employee of the Customer.
 - 2.2. For the purposes of the GTC, the „Price“ shall mean the total price for the Performance, VAT excluded, agreed in the Contract. The Price includes all costs incurred by the Supplier related to the fulfilment of the Supplier's obligations under the Contract, including but not limited to: (i) material costs; (ii) costs for safety, protection, packaging; (iii) costs of disposal or recovery of waste generated by the Supplier's activities; (iv) costs for installation/dismantling; (v) cost of loading and unloading; (vi) transport charges to the place of performance; (viii) customs duty and other taxes (except VAT); (ix) insurance costs of the Supplier's damage liability insurance, insurance of assets or insurance costs for the transport; (x) licence fees and other import-related fees; (xi) administration and similar fees collected by any public authority body; (xii) price of the documentation necessary for or related to Performance usage; (xiii) product certification related fees; (xiv) labour costs, accommodation, catering and all expenses of Supplier's personnel; (xv) training of the Customer's, or Final customer's personnel, unless otherwise specified in the Contract.
 - 2.3. All performances provided by the Supplier beyond the scope of Performance agreed in the Contract must be approved in advance and in writing by the Customer. Prior to such approval, the Customer shall not be obliged to accept and/or pay for any performance beyond the scope agreed in the Contract.
 - 2.4. If the Contract stipulates that the Price shall be determined in accordance with the Supplier's price list, the Supplier's price list valid on the date of issue of the Contract shall apply. The Supplier's price list shall be binding for both Parties for at least one calendar year. The Supplier's price list may not be unilaterally changed by the Supplier during the term of the Contract, not even due to increased costs incurred by the Supplier, for instance as a result of changes in currency exchange

rates or inflation.

3. Place and Time of Performance

- 3.1. The place of Performance, including the place of delivery of documentation, shall be specified in the Contract. If no such place is specified, the place of Performance shall be the Customer's premises at Teslova 1, Lužianky.
 - 3.2. The time of Performance shall be the time indicated in the Contract.
- ## 4. Delivery and Acceptance of the Performance
- 4.1. The Supplier is obliged to deliver the Performance to the Customer in quantity, quality and execution, in the place of delivery and at the time of Performance specified in the Contract, and corresponding to the result and purpose of its use specified in the Contract; otherwise, it is delayed. Breach of the Supplier's obligations under the preceding sentence shall mean that the Performance is defective and it is deemed a material breach of the Contract. Performance defects include also a delivery of Performance other than specified in the Contract and defects in documents necessary for utilization of the Performance, as well as a delivery of Performance with characteristics other than expressly specified in the Contract and/or generally binding legal regulations at the place of Performance and/or by the applicable technical standard specified in the Contract.
 - 4.2. The Customer is obliged to accept the Performance as a whole, free from defects. The Customer is entitled to accept the Performance even with defects that do not prevent proper utilization of the Performance for the purpose specified in the Contract or for its customary purpose. Should the Performance at the time of hand-over or during the acceptance process have such defects that prevent proper utilization of the Performance for the purpose agreed in the Contract or for the usual purpose, the Customer is not obliged to accept such Performance, and the Supplier is in delay with the delivery. When taking over the goods on the basis of the delivery note, the Customer shall check only the number of pieces and the packaging. The goods are examined in detail only by the Quality Control department. For this reason, the Customer retains the right to claim any defects of the goods taken over not only at the moment of passing the risk of damage to the goods, but only after inspection conducted by the Quality Control department.
 - 4.3. The Supplier is obliged to inform the Customer sufficiently in advance of handing over the Performance in writing, by e-mail or by telephone, using the Customer's contact details specified in the Contract, about the exact time of the Performance hand-over and request the take-over of the Performance by the Customer. The Supplier is obliged to inform the Customer in writing, by e-mail or telephone, using the Customer's contact details specified in the Contract, about the delay in the Performance hand-over without undue delay, or to inform about the lack of cooperation provided by the Customer. In the event that the Supplier fails to notify the Customer in writing of the failure of the Customer to provide cooperation, the Supplier shall be deemed to be solely responsible for the delay in delivery.
 - 4.4. In the event of a delay, or in the likelihood of a delay, the Customer shall have the right to order the Supplier to immediately take such steps as are necessary in order to meet the time of Performance and the Supplier is obliged to perform it within the specified period and at its own expense. If such steps are not taken in time or are insufficient in the Customer's opinion, the Customer may instruct a third party to deliver the Performance or a part thereof, at the Supplier's expense, and to remove any defects, discrepancies, Performance failures at the Supplier's expense, or to withdraw from the Contract. The Customer's claim for a contractual penalty or for damages caused by the Supplier is not affected. In the event that the Customer's delay in providing cooperation does not have a demonstrable and immediate effect on the proper and timely Performance of the Supplier, the Supplier shall not be entitled to postpone the time of Performance. It is understood that before signing the Contract, the Supplier obtained all necessary information for Performance, in particular concerning the legal regulations, work procedures, internal guidelines, access to the site/workplace, performance conditions and cooperation of the Customer. The Supplier has the right to ask the Customer to explain any uncertainties regarding the circumstances and the Performance before signing the Contract.
 - 4.5. The Customer is not obliged to take over the Performance before or after the time of Performance specified in the Contract.
 - 4.6. The Customer shall take over the Performance in the form of a written acceptance protocol (hereinafter referred to as the „Takeover Protocol“), where:
 - 4.6.1. In case of goods delivery, the Takeover Protocol shall be the delivery note, containing the list of individual items delivered pursuant to the Contract, and respective amounts, certifying the takeover of the delivery by the Customer, while indicating the date of goods takeover, and containing the information about the goods codes according to the Common Customs Tariff, in case of goods delivery from the territory outside the Slovak Republic, the delivery note shall contain: (i) Common Customs Tariff – Combined Nomenclature code of goods; (ii) country of goods origin; (iii) net weight of goods; (iv) date and place of loading the goods by the Supplier; (v) date of goods handover by the Supplier in the place of Performance.
 - 4.6.2. In case of other types of Performance, the Takeover Protocol shall be (depending on the nature of Performance) e. g. the protocol on complying with the payment milestone, protocol on delivery of Performance, acceptance protocol, copies of entries in assembly/construction logbook, or logbook of services, or statement of services, or timesheets, list of works, etc.
 - 4.7. The Takeover Protocol signed by the Customer and the Supplier represents a document proving the fulfilment of the Contract subject matter, i.e. it confirms that the delivery has been executed in the quantity and quality defined in the Contract.
 - 4.8. For the avoidance of doubt, where the Customer and the Supplier agree in the

Contract that the Performance is to be delivered and accepted in separate parts, the provisions of these GTC shall also apply to the acceptance of individual parts of the Performance. However, acceptance of individual parts shall not constitute or confirm delivery and acceptance of the Performance as a whole. Delivery and acceptance of the Performance shall mean exclusively the delivery and acceptance of the entire Performance within the scope of the Contract.

4.9. If the Customer refuses to accept the Performance pursuant to Section 4.2 hereof, the reasons for non-acceptance of the Performance shall be stated in the Takeover Protocol.

4.10. The Supplier is obliged, no later than upon acceptance of the Performance by the Customer, to hand over to the Customer the documents necessary for acceptance and utilization of the Performance, as well as other documents stipulated in the Contract, or technical specification and in these GTC (e.g.: all declarations of conformity, test reports and certificates of testing of equipment installed or manufactured by the Supplier). Such documents shall be provided in Slovak or, where applicable, Czech, and at least to the extent required by the applicable legislation in force at the place of Performance.

4.11. The Supplier is obliged, not later than upon acceptance of the Performance by the Customer, to hand over to the Customer the manuals for operation and maintenance of equipment to the extent stipulated by the relevant legal regulation applicable in the place of Performance. Manuals and labels of the control panels of equipment must be in Slovak, Czech, or in another language depending on the place of Performance specified in the Contract.

4.12. Where required by law, or if agreed in the Contract, the Supplier is obliged, not later than upon acceptance of the Performance by the Customer, to hand over to the Customer the relevant technical documentation, test certificates of materials used for the Performance, or other documents, if required by generally binding legal regulations or respective technical regulations, or if required by the Customer, or if producing these documents is customary in view of the nature of the Performance.

5. Performance and Cooperation Provided by the Customer

5.1. The Customer is obliged to take over the Performance in accordance with the Contract and to pay the agreed Price and to comply with the payment conditions.

5.2. The Customer shall provide the Supplier with any reciprocal performance and cooperation under conditions specified in the Contract.

6. Invoicing Terms

6.1. The basic document for payment of the Price shall be an invoice issued by the Supplier and delivered to the Customer, whereas the right to invoice shall arise on the date of acceptance of the Performance under the Contract.

6.2. The basic document for issue of the invoice for the Performance delivered and an integral part thereof is the Takeover Protocol (see the definition contained in Clause 4.6 of these GTC).

6.3. Unless agreed otherwise in the Contract, the Supplier is obliged to issue an invoice for the Performance delivered as follows:

6.3.1. not later than 15 days after the receipt of each individually provided Performance via the Takeover Protocol, if it is agreed in the Contract that the Price to be invoiced and the Performance to be taken over will be based on individual Performances (or as a whole); or

6.3.2. not later than 15 days after the expiration of the relevant invoicing period agreed in the Contract in case the Performance is provided partially or repeatedly, whereas the subject matter of invoicing in this case must be the Performance delivered throughout the entire invoicing period and the delivery date in this case shall also be the last day of the invoicing period; or

6.3.3. not later than 15 days after the receipt of the payment by the Supplier before delivery of the Performance.

6.4. If the Supplier is a VAT payer in the Slovak Republic, each invoice must contain at least the particulars as per the valid Act no. 222/2004 Coll. on Value Added Tax, as amended (hereinafter referred to as the „VAT ACT“).

6.5. In addition to the data specified in accordance with the valid legal regulation, every invoice must contain:

6.5.1. Contract no.;

6.5.2. The Takeover Protocol (delivery note) as an attachment

6.5.3. Code of the Common Customs Tariff, if it concerns the supply of goods, or if supply of goods is part of the Performance provided

6.5.4. Service code according to the statistical classification of products by activity (CPA), Section F Construction and civil engineering works, where the Performance is supplied between taxable persons registered for VAT in the Slovak Republic and the place of supply is within the territory of the Slovak Republic (if the code is not stated in the Takeover Protocol);

6.5.5. The date of delivery and the date of issue of the invoice;

6.5.6. The invoice payment due date;

6.5.7. The bank name and the Supplier's bank account number;

6.5.8. Signature of the representative authorized to act on the Supplier's behalf.

6.6. The Supplier is obliged to deliver the invoice to the Customer no later than 5 days following its issue.

6.7. The Supplier is obliged to deliver the invoice electronically to invoice@enseco.sk or by post to: ENSECO, a. s., workplace: P. O. Box 10, 935 39 Mochovce.

6.8. In the event that the invoice does not contain particulars required by law and these GTC and annexes specified in the Contract and these GTC, or if the bank connection and the Supplier's account number are in conflict with the Contract or in conflict with the written notice of change, or if these particulars contain an error,

the Customer may return the invoice to the Supplier without payment with the request to correct it or add missing particulars. The Supplier is obliged to correct the invoice or prepare a new one without undue delay. The new maturity period shall begin as of the date of the delivery of the invoice without errors to the Customer.

7. Payment and Tax Conditions

7.1. Invoices shall be payable within 90 days of their verifiable delivery to the Customer.

7.2. During the term of the Contract, the Supplier shall notify the Customer in writing of the date on which its VAT registration is cancelled and of the date on which it becomes registered for VAT, in each case without delay after the relevant date.

7.3. Invoices shall be paid by bank transfer to the Supplier's bank account specified on the invoice. The Contracting Parties agree that any change to the Supplier's bank details or account number may be made only by written notification demonstrably delivered by the Supplier to the Customer no later than together with the relevant invoice. Such notification must be an original document signed by persons authorised to act on behalf of the Supplier.

7.4. An invoice shall be deemed paid on the date the amount due is debited from the Customer's bank account.

7.5. Quality Retention

If the Customer accepts the Performance subject to minor defects, the Customer shall be entitled to withhold a retention amount equal to 10% of the Price of the Performance. In the event of defects in partial or recurring Performance, the Customer shall be entitled to withhold a retention amount equal to 10% of the amount invoiced for the invoicing period in which the defect occurred, where possible, and subsequently also from each subsequent invoice. The Customer shall release the retention amount within 30 days of the defects being remedied.

7.6. If the Supplier fails to pay its Subcontractor the amount due for duly performed Performance, the Customer shall be entitled to (i) impose on the Supplier a contractual penalty equal to 100% of the amount unpaid to the Subcontractor and (ii), following written notice, withhold payments under the Supplier's invoices until the Subcontractor's claims have been demonstrably settled. During this period, the Customer shall not be deemed to be in default

The following provisions of Clauses 7.7, 7.8 and 7.9 apply to the Foreign Supplier:

7.7. During the term of this Contract, the Foreign Supplier is obliged to notify the Customer in writing, without undue delay, not later than within 5 business days of the date of conclusion of the Contract, of the following:

7.7.1. whether it is registered for VAT in the Slovak Republic,

7.7.2. its tax residence (and provide a tax residence certificate issued by the competent tax authority),

7.7.3. the establishment of a permanent establishment pursuant to the Act no. 595/2003 Coll. on Income Tax, as amended (hereinafter referred to as the „Income Tax Act“) and to the relevant double taxation avoidance treaty, and the dissolution of such permanent establishment,

7.7.4. the establishment of a fixed establishment pursuant to the VAT Act and of the dissolution of such establishment, as well as of any related change,

7.7.5. whether the Performance is delivered from such establishment, even if it is only partially delivered from such establishment in case the Customer was not notified of the facts mentioned herein by the Foreign Supplier not later than the Contract signing by means of the Declaration on tax position and interrelation or the Declaration on the tax position. If the accuracy, completeness or veracity of the abovementioned facts changes during the term of this Contract due to any facts that can or cannot be influenced, the Foreign Supplier undertakes to inform the Customer thereof in writing, without undue delay, no later than within 5 business days after the change; otherwise, the Customer shall consider them valid, true and complete also as of the date of origin of Foreign Supplier's tax liability.

7.8. If the Foreign Supplier is a resident in a country outside the EU and has a permanent establishment in the SR and pays income tax advance payments in the SR, it shall be obliged to submit, immediately after the signing of the Contract or after the mentioned fact has come into existence, the confirmation of the Tax Authority Bratislava about the advance payments. If the Foreign Supplier fails to submit such document, the Customer shall apply the collateral tax in accordance with the Act on Income Tax.

7.9. Withholding Tax

Price and payment conditions set out in the Contract do not and shall not include any withholding. If payments in favour of the Foreign Supplier are subject to or shall be subject to withholding tax pursuant to the Act on Income Tax and respective treaties on double taxation avoidance, the Customer shall decrease, upon the above stated, the payments by the particular amounts pursuant to the respective treaty on double taxation avoidance and the Act on Income Tax. In that case, the Customer shall request the concerned tax authority in the Slovak Republic to provide a confirmation of the deducted tax and shall submit it to the Foreign Supplier. The Foreign Supplier shall provide the Customer with any cooperation for the exercise of the Customer's rights and claims according to this Clause.

The Foreign Supplier is not entitled to ask for any compensation from the Customer in connection with the deduction of withholding tax by the Customer, but they themselves may request settlement from the tax administrator concerned.

The Foreign Supplier shall endeavour to identify payments included in the Price that may be subject to the withholding tax and specify their unit price. In case of doubt or a lack of cooperation of the Foreign Supplier, the Customer is entitled to

- deduct the withholding tax from the total Price, unless the Foreign Supplier proves sufficiently that withholding tax pursuant to the Act on Income Tax and the respective treaty on double taxation avoidance is not to be deducted, or the Foreign Supplier specifies the respective amount of the invoiced Price that is subject to withholding tax.
- 7.10. The provisions hereof apply to Suppliers Registered for VAT in the Slovak Republic:
The Supplier declares that to the date of Contract signing, there are no grounds, based on which the Customer was or could be a guarantor, according to the provisions of Section 69 (14) in relation to Section 69b of the VAT Act, of the Supplier's tax liability arising from VAT charged in addition to the price under the Contract by the Supplier to the Customer in the event of receiving an advance payment from the Customer. The Supplier declares and undertakes to file a proper VAT tax return and, in the event of an obligation to pay VAT, will pay it to the local tax authority within the specified due date. The Supplier declares that they have no intention of not paying the VAT related to the subject matter of the Performance under the Contract, or of shortening the tax, or claiming a tax advantage, nor do they intend to get into the position where they will not be able to pay it.
- 7.11. The Customer is entitled to retain the amount of VAT of every invoice issued by the Supplier, if the Supplier is published in the list kept by the Financial Directorate of the Slovak Republic pursuant to Section 69 (14) of the VAT Act. The Customer is entitled to retain VAT of the issued invoices until the Supplier proves otherwise, i. e., delivers a statement of the tax authority on not having any tax liabilities for the period during which the Customer is a guarantor under the aforementioned provision of the VAT Act, or proves that the Supplier has been deleted from the list kept by the Financial Directorate of the Slovak Republic.
- 7.12. If, for the purpose of Performance or removal of Performance defects, the Supplier will ship the Customer's (or Final customer's) property outside the territory of the SR, either itself or on its behalf, to a location where the Performance or removal of the Performance defects will be carried out, and after the Performance or removal of the Performance defects is done, the Customer's property (or Final customer's property) shall be returned to SR, for VAT purposes the Supplier must produce the following documents:
- 7.12.1. shipping documents or other dispatch documents indicating the place of destination, proving the dispatch of the Customer's (or Final customer's) property from the SR to an EU member state, as well as its return to the Slovak Republic from the EU member state, if the transport of the Customer's (or Final customer's) property is arranged by the Supplier via a third party, or
- 7.12.2. a written confirmation of the receipt of the Customer's (Final customer's) property by the Customer's manager responsible for the Contract, if the transport of the Customer's (Final customer's) property is carried out by the Supplier, and other documents proving the transport of the Customer's (Final customer's) property required by the Customer (Final customer).
- 7.13. The Supplier is obliged to deliver these documents to the Customer:
- 7.13.1. in case of the transport of the Customer's property for the purposes of the Performance – at the latest together with the invoice issued for such Performance;
- 7.13.2. in case of the transport of the Customer's property for the purposes of the removal of the Performance defects – at the latest by the Customer's takeover of the Customer's property.
- 7.14. The Supplier undertakes to be fully responsible for the calculations, reporting, tax returns and payment of all its current and future monetary or non-monetary tax obligations, including the income tax, VAT and other taxes, fees and levies (or applicable penalties or interest) incurred or to be incurred under the Contract and under any legal jurisdiction, whether within or outside the SR. The Supplier shall not make any claims against the Customer associated with the aforementioned matters.
- 7.15. The Supplier is responsible for the correct application of the VAT regime for the supply of goods with installation and for the construction works and supply of goods pursuant to Section 69 (12) of the VAT Act. In case of incorrectly applied VAT regime, the Supplier undertakes to compensate the Customer for any damage incurred by the Customer, in particular but not only for any sanctions imposed by the Tax authority, or any costs incurred in administrative and judicial proceedings related thereto, including costs for legal, tax and accounting consulting.
8. **Inspection of the Subject of Performance and Audits**
- 8.1. At any time during the execution of this Contract, the Customer is entitled to inspect the subject of Performance, or a part thereof to ensure that it complies with the conditions agreed under the Contract. The Customer also has the right to participate in inspection, technical acceptance, inspections and quality assurance tests during and after the manufacturing process related to the Performance delivery.
- 8.2. At the Customer's request, the Supplier shall allow the Customer's authorised representatives to conduct audits at the Supplier's premises (or at the premises of its manufacturers) to verify compliance with ISO 9001, ISO 27001, ISO 14001 and ISO 45001 standards, at any time before the conclusion of the contractual relationship, during the performance of the Contract and after its completion.
- 8.3. No inspection shall relieve the Supplier of its responsibility for the proper and timely delivery of the Performance.
9. **Risk of Damage, Ownership Right**
- 9.1. The ownership right to the Performance shall be acquired by the Customer (i) on the day of the Performance takeover, or (ii) on the day of payment of the Price for relevant Performance, whichever occurs earlier, and the risk of damage to the Performance passes to the Customer upon takeover of Performance as a whole.
- 9.2. In case that the Customer submits the subject of the Performance to the Supplier for the purpose of maintenance, repair or modification, the risk of damage passes to the Supplier upon receipt of the subject of the Performance by the Supplier. Takeover of the subject of the Performance by the Supplier shall be recorded in the minutes drawn up by the Customer and signed by both Parties. In such case, the Customer shall not transfer the ownership right to the subject of the Performance to the Supplier, and the subject of the Performance remains in the ownership of the Customer.
10. **Intellectual Property Rights**
- 10.1. The Supplier shall be obliged to defend the Customer against all claims of third persons and to compensate all entitlements and requirements resulting from the breach of the patent rights, trademarks, copyrights or other protected rights in connection with their company, goods, services and works, materials and engineering used while performing this Contract. In this respect, the Supplier shall protect the Customer and indemnify them in the event of any claims, entitlements, requirements, proceedings, damage, costs and fees of any kind relating to the foregoing.
- 10.2. If the subject matter of the performance involves the supply of software or a computer program, the Supplier undertakes to deliver to the Customer, together with the Performance, the complete source code and accompanying documentation. Failure to deliver the source code shall constitute a material defect in the performance. The Supplier hereby grants the Customer an exclusive, unlimited licence, including the right to grant a sublicense to the end investor, for the entire duration of the economic rights.
- 10.3. If the Supplier breaches the intellectual property rights referred to in this Clause, the Supplier shall immediately upon the request of the Customer provide the Customer with all rights necessary for the use of the Performance, or, with the Customer's consent, replace the delivery of part thereof with such Performance that does not violate the abovementioned rights.
- 10.4. The Supplier shall transfer to the Customer the right to unlimited use of the Performance or parts thereof protected by the intellectual property rights free of charge. The right to use the Performance includes the right to make changes and repairs to the subject of the Performance or part thereof protected by the intellectual property rights. The Customer has the right to provide documents to third parties for the purpose of producing spare parts and performing repairs of the Performance, including change of documentation.
11. **Contractual Penalties, Liability for Damage**
- 11.1. If the Supplier breaches its contractual obligations, the Customer is entitled to impose on the Supplier contractual penalties and damages pursuant to Clause 11 hereof.
- 11.2. In the event that the Supplier breaches its obligations pursuant to Clause 4.1 hereof and fails to meet the deadline for the delivery of the Performance, the Customer is entitled to claim from the Supplier the contractual penalty in the amount of 0.5% of the price for the Performance (subject to a minimum of EUR 100.-) for every, even a started, day of delay. The above shall also apply in the case of non-delivery or delayed delivery of documents that are necessary for the takeover or use of the Performance, or other documents, which the Supplier is obliged to hand over to the Customer under the Contract, relevant legal regulations or these GTC. If the time schedule specifies a binding deadline for the delivery of a certain Performance milestone, which is designated as a penalty milestone, the Customer is entitled to claim a contractual penalty also for failure to meet such penalty milestone.
- 11.3. If the Performance has defects, the Customer may claim a contractual penalty from the Supplier in the amount of 5% of the Price for the Performance.
- 11.4. Should the Supplier fail to start removing the defects of the Performance without undue delay, or to continue with the proper removal of the defects, the Customer may claim from the Supplier a contractual penalty in the amount of 0.5% of the Price for every individual defect (minimum of EUR 100.-) and for every day, even a started day of the delay related to its removal.
- 11.5. If the subject of the Contract is a recurring Performance, the contractual penalty under Clauses 11.2 to 11.4 shall be in the amount of 0.5% of the Price for the Performance delivered following the Contract per calendar month (or other agreed period), during which the defective Performance or the delay occurred.
- 11.6. If the delay in performance exceeds 30 days, the Customer shall be entitled to withdraw from the Contract and shall not be obliged to reimburse any costs incurred by the Supplier in preparing the Performance. If the Customer suffers damage as a result of such delay, the Supplier shall be liable for the actual damage in accordance with the applicable legislation, and the Customer shall be entitled to claim compensation for such damage from the Supplier.
- 11.7. The Supplier also acknowledges that, in the event of a breach of occupational health and safety (OHS) and fire protection (FP) regulations, safety and technical requirements, or other regulations applicable at the Final customer's premises, of which the Supplier has been informed or by which it is bound under these GTC, and where the Final customer imposes a resulting penalty, the Customer shall recover the full amount of such penalty from the Supplier.
- 11.8. Claiming a contractual penalty pursuant to Clause 11 hereof shall not affect the Customer's claims for damages in their entirety. Payment of the contractual penalty does not relieve the Supplier from the obligation to provide proper Performance without defects and the obligation to submit to the Customer all

- relevant documentation.
- 11.9. Liability for damage shall be governed by the provisions of Section 373 et seq. of the Slovak Commercial Code, unless otherwise agreed in the Contract.
- 11.10. The Supplier shall pay the contractual penalty and compensate for the damage within ten (10) days of receipt of the relevant statement of charges by the Supplier.
- 11.11. In case of the delay in payment of the Price by the Customer, the Supplier shall be entitled to charge interest on late payment in the amount of 0.02% of the outstanding amount for each, even a started day of delay.
12. **Quality Warranty**
- 12.1. The Supplier undertakes that the Performance will retain its features pursuant to the Contract and will be fit for use and purpose agreed in the Contract or for usual purpose throughout the entire warranty period. The Supplier provides a warranty for the quality of the Performance for the period specified in the Contract, or else for the period of 60 months for the construction components of the Performance and 24 months for all other components of the Performance. The warranty period shall commence upon the signing by both Parties of the Takeover Protocol confirming the acceptance of the performance as a whole, or upon confirmation by the Final Customer.
- 12.2. The warranty period shall not apply for the period when the Customer is unable to use the Performance due to its defects for which the Supplier is responsible.
- 12.3. The Supplier is responsible for defects of material, defects caused by the manufacturer, defects caused by the Subcontractors, or any other defects resulting from breaching the Supplier's obligations.
- 12.4. The Supplier shall be held liable for defects of the Performance at the time of its handover and takeover by the Customer, regardless of when the defect was detected by the Customer, even if the defect becomes obvious (detected by the Customer) after this time, if the Customer notifies the Supplier of such defects not later than the expiry of the warranty period.
- 12.5. The Customer shall be entitled to assign unilaterally (without the Supplier's consent) its rights arising from the bonds provided by the Supplier in respect of the Performance to any third party.
13. **Claims for Defects in the Performance**
- 13.1. The Customer is obliged to claim defects to the Supplier in writing without undue delay immediately after detection. The aforementioned shall apply also for the acceptance of the Performance at the time of handover of the Performance, as well as during the warranty period. In the notice of the defect, the Customer shall provide a description of the defect and a request for the method of its removal. The choice of the method of removal of the defect is left to the Customer's discretion. However, if the Supplier can remedy the defect by repairing or delivering a new defect-free Performance within 5 days after receiving the claim, the Customer is obliged to accept the method suggested by the Supplier. This shall not apply if the operation, life, health or property of the Customer is endangered due to the occurrence of the defect of the Performance, or if there is a risk of damage.
- 13.2. The Supplier undertakes to start eliminating the defects without undue delay after filing a claim by the Customer in writing and to remove the claimed defects in the agreed period, however not later than within 20 days, unless agreed otherwise by the Parties in a specific case. If the defect endangers the Customer's life, health, operation or property and the Supplier fails to remedy it immediately upon notice, the Customer may, without Supplier's consent, remedy the defect themselves or have the defect remedied by a third party at the Supplier's expense.
- 13.3. Should the Supplier fail to remove the defects within the agreed deadline, or if the Supplier notifies the Customer in writing before the expiration of the deadline for the removal that they will not remove the defects, the Customer may:
- 13.3.1. remove the defects themselves or have them removed by a third party without any influence on the Supplier's warranty, at the Supplier's expense;
- 13.3.2. claim a reasonable discount on the Price for the Performance;
- 13.3.3. withdraw from the Contract.
- 13.4. In such case, the Customer is obliged to inform the Supplier about its decision in writing and without undue delay.
- 13.5. The Supplier is not entitled to refuse or anyhow postpone removal of claimed defect, even if, in their opinion, the claim in question is not justified or not within its responsibility. However, the Supplier is entitled to subsequently prove the insubstantiality of such claim duly and, should this be proven, the Supplier shall be entitled to compensation of costs provably incurred to remove such defects even though it was not their obligation, but only on condition that the Customer was notified of such circumstances by the Supplier within 10 business days from the claim delivery. Until a lawful decision on the claim is taken, all costs shall be temporarily borne by the Supplier. For the avoidance of doubt, the burden of proof that the defect claimed by the Customer during the warranty period is not a warranty defect and thus not within the Supplier's responsibility shall be fully borne by the Supplier.
- 13.6. If the Customer removes the defects or has them remedied by a third party, the price of work performed in this way will be usual, considering the particular circumstances of the case (especially time constraints), but it will not be influenced by the Supplier's prices. This price for the work performed by the Customer, or by third parties, will be charged to the Supplier in the amount of invoiced costs, with a 10% coordination surcharge out of the total invoiced net amount. The Customer is entitled to use the retention tools for costs related to the removal of defects. The Customer is entitled to have the defects removed not only at the moment of the handover and takeover of the Performance, but also during the time period of the Performance, should the situation anticipated in Clause 4.4 hereof occur.
- 13.7. In case the Customer seeks a Price discount as a result of defective Performance, the Price discount will be defined based on a written agreement. If the Parties do not agree on an adequate Price discount within 30 days from the day of claim notice delivery to the Supplier, the Price discount shall be calculated as a sum of: (i) the difference between the value that the Performance should have had without any defects and the value of the defective Performance at the time when the Performance should have been provided, and (ii) costs to be spent by the Customer on activities necessary for the Performance to become free of any defects pursuant to the Contract. The value of the Performance without defects and the value of the Performance with defects, as well as the sum of costs spent by the Customer for elimination of the defects shall be determined by an expert opinion submitted by the Customer. In case of the Price discount application before the issuance of an invoice for the Performance to which the Price discount relates, the Supplier shall decrease the invoiced Price by the amount of the discount. In the case of the Price discount application after issuance of an invoice for the Performance, the Supplier shall issue an invoice to the Customer for the correction of the VAT basis in compliance with valid legislation.
14. **Termination of the Contract**
- 14.1. The Contract shall be terminated by:
- 14.1.1. the delivery of the Performance and by fulfilment of the related contractual obligations of the Parties;
- 14.1.2. expiration of the term for which the Contract is concluded;
- 14.1.3. a written agreement;
- 14.1.4. a written notice of termination under Clause 14.2 herein;
- 14.1.5. a written withdrawal from the Contract pursuant to Clauses 14.3 and 14.5 herein.
- 14.2. The Customer shall have the right to terminate the Contract for the recurring Performance in writing without giving reasons and with a 2-month notice period, which shall start on the first day of the month following the delivery of the notice to the Supplier.
- 14.3. Any Party is entitled to withdraw from the Contract in the following cases:
- 14.3.1. non-material breach of the obligation by the other Party, which, upon written notice, fails to remedy the situation within the reasonable period specified by the Party informing about the breach;
- 14.3.2. repeated (twice or more) breach of the legal obligations or obligations laid down in the Contract by the other Party; and
- 14.3.3. material breach of the legal obligations or obligations laid down in the Contract by the other Party.
- 14.4. The following instances are also considered material breach of the Contract:
- 14.4.1. the Supplier 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 harms the reputation of the Customer through its action, or
- 14.4.2. the Supplier circumvented or failed to comply with the valid legal regulations and the internal rules of the Customer, or the Final Customer, related to Occupational Health and Safety, Fire Protection, environmental protection, entry to the Customer's, or Final Customer's, premises.
- 14.4.3. the Supplier breaches the rules of the applicable sanctions' programmes referred to in Clause 15.
- 14.5. The Customer has the right to withdraw from the Contract for one-off performance in writing also at its own discretion and without giving any reason.
- 14.6. The withdrawal from the Contract shall enter into effect on the day of the delivery of the notice of withdrawal to the other Party.
- 14.7. In the event of the withdrawal from the Contract, the Parties shall agree within 15 days after the withdrawal enters into effect on the manner of settling the mutual liabilities resulting from the terminated contractual relationship. In case of a missing agreement, the Customer shall pay to the Supplier only the amount outstanding for the Performance of a part thereof delivered and invoiced before the date the termination of the Contract by withdrawal entered into effect. The Customer has the right to reject any further payments to the Supplier, unless, by then, the Customer's costs for the Performance and removal of all defects and backlogs, the total amount of contractual penalties payable to the Customer and the total amount of the Customer's damages incurred due to delay in performance, and all other Customer's costs are specified.
15. **Miscellaneous Provisions**
- 15.1. The Supplier (during the performance for the Customer) is obliged to comply with the generally binding legal regulations valid in the place of Performance and the internal rules of the Customer and the Final Customer concerning occupational health and safety, fire protection, environmental protection and entrance to the Customer's premises, as well as to the premises of Slovenské elektrárne, a. s.
- 15.2. The Supplier is obliged to maintain confidentiality in relation to all data, information, facts and documents of the Customer, of which they learned or which were handed over or made available to them in connection with the performance, and the Supplier must not provide this information to any third parties.
- 15.3. The Parties undertake to mutually respect and conceal from third parties the facts constituting the trade secret of the other Party, as well as any other information of a commercial, production, or technical nature that is not standardly available in the respective trade circles and is to be kept confidential at the discretion of the Party concerned, or it is not generally known.
- 15.4. The Supplier acknowledges that the Performance may be provided to entities operating an essential service within the meaning of Act No. 69/2018 Coll. on Cybersecurity. The Supplier shall comply with ISO 27001 and promptly report any

security incident that could affect the Customer's systems. Individuals with remote access to the systems must meet the requirement of having no criminal record.

- 15.5. The Supplier represents and warrants that neither the Supplier nor its ultimate beneficial owners, subcontractors or statutory bodies are persons subject to sanctions under applicable EU, US or UN sanctions programmes. The Supplier shall complete a Know Your Customer (KYC) questionnaire upon request.
- 15.6. Communication:
- 15.6.1. Any notice or other communication between the Parties relating to the Contract must be carried out in writing and delivered to the other Party in person, via post office (by registered mail), by courier service or email to the address indicated in the Contract or to any other address notified in writing by one Party to the other.
- 15.6.2. A notice sent by email shall be deemed delivered on the day it is sent, provided it is sent on a working day before 4:00 p.m. Otherwise, it shall be deemed delivered on the following working day, unless the sender receives an automatic notification that the message could not be delivered.
- 15.6.3. Any withdrawal from the Contract, notice of termination, or notice imposing a contractual penalty must be delivered in person, by registered mail or by courier service. Email shall not be used for these purposes, unless the notice sent by email is subsequently confirmed in hard-copy form.
- 15.7. The Supplier is obliged to obtain and to maintain and prove to the Customer the conclusion of a liability-for-damage insurance within the scope of the value of Performance for the entire duration of the Contract.
- 15.8. The Supplier is obliged to notify the Customer of any changes to the Supplier's data entered in the Commercial Register and/or the Trade Register in writing and without undue delay.
16. Common and Final Provisions
- 16.1. The Contract and relations arising from or related to the Contract, as well as relations not regulated in the Contract, shall be governed by the laws of the Slovak Republic, in particular the Commercial Code.
- 16.2. If any or all of the provisions of the Contract are invalid and/or ineffective, this shall be without prejudice to other provisions of the Contract, which remain in force and effect.
- 16.3. The application of the Supplier's general terms and conditions, or any other general terms and conditions, to the contractual obligations of the parties arising from the conclusion of the Contract is hereby expressly excluded.
- 16.4. In the event that the provisions of these GTC are in conflict with the provisions of the Contract they are part of, the wording of the Contract shall prevail.
- 16.5. The Parties undertake to resolve any dispute arising out of the Contract or related thereto out of court by mutual agreement. If no agreement is reached, such dispute shall be finally settled and decided by the competent general court in the Slovak Republic.
- 16.6. It is possible to amend the Contract or the GTC exclusively based on the agreement of the Parties, in the form of an amendment to the Contract that includes the GTC.
- 16.7. These GTC were adopted by ENSECO, a. s., and shall apply with effect from 1 November 2026.