

GENERAL COMMERCIAL TERMS AND CONDITIONS FOR EXECUTING WORKS

1. Introductory Provisions

The General Commercial Terms and Conditions for Executing Works are applied to all orders concluded by company VOLINIA a. s. as Client in order to execute works. These General Commercial Terms and Conditions /hereinafter referred to as GCTC/ govern the rights and duties between the Client and the Contractor and forms an integrated part of the order. The GCTC shall become binding at the moment it is confirmed, unless stipulated in these GCTC otherwise. Upon confirmation of the order the Contractor declares unconditional consent with the content of the GCTC and accepts the same. Upon agreement the Contracting Parties can expressly exclude the application of some of the provisions hereof specified in the order. The GCTC are available at the registered office of the Client.

„Contractor“ shall mean any natural person and/or legal entity entitled for execution of Works in harmony with generally binding legal regulations. „Client“ shall mean company Volinia a. s. „Works“ shall mean any works the Contractor obliged to execute for the Client specified in the order.

2. Placing an Order

The Client applies requirement for execution of Works by a written order. That order of the Client is deemed valid if it is signed by the authorized representatives of the Client in harmony with the actual extract from the Companies Register, and/or other persons authorized by the Client, and/or assigned persons.

3. Order Confirmation

Any and all orders must be confirmed in writing by the Contractor or by persons authorised and assigned by the Contractor in writing, by deadline specified in the order. Part of the confirmed order shall be a written authorisation, and/or written assignment of a person authorised for confirming orders on behalf of the Contractor.

In case the order is not confirmed within the required period and delivered by post to the Client, the validity of the order expires.

Delivering other documents is possible by mail, e-mail, or fax, in harmony with the agreement of the Contracting Parties.

In case that the Contractor fails to confirm the order within deadline specified by the Client, but he will execute the Works specified in the order within this period, it is believed and established that all terms and conditions specified in the order, as well as in GCTC were accepted by the Contractor.

In case that the Contractor's confirmation of the order shall contain amendments, objections, restrictions, or other modifications, the Contractor is obliged to notify the Client on these amendments, objections, restrictions, or other modifications, while such order confirmation is refusal of the offer and is deemed as a new offer. The Client shall be obliged by these amendments, objections, restrictions, and other modifications only in case of a written consent of the Client.

4. Execution of Works

The Contractor upon confirmation of the order declares that he is acquainted with the technical solutions of the Works, he is professionally skilled for the execution of Works in respect of all relevant valid generally binding legal regulations and technical norms of Slovak republic. The Contractor is obliged to observe all relevant valid generally binding legal regulations and technical norms of Slovak republic concerning execution of the Works.

The Contractor is obliged to report beginning of the execution of Works (extent, conditions etc.) in written not less than 3 working days in advance.

The obligation to execute the Works is deemed fulfilled by executing the Works within the required extent, quality, within deadline, at the place and under conditions agreed in the order and in harmony with the Client's instructions. At the beginning of execution of Works the Contractor is obliged to deliver to the Client all necessary documents requested by the Client, e.g. manuals, instructions for operation and maintenance etc.

The Contractor undertakes to use for the execution of the Works material and equipment that meet all criteria and standards required by the Client and shall be in harmony with all relevant generally binding legal regulations and technical norms valid in Slovak republic, the EU and the order.

The Client, and/or the person authorized by the Client, shall confirm receipt of Works executed duly and in time by signing the original document on fulfillment (delivery note, protocol on receipt...)

Unless the Contracting Parties agree otherwise, the Contractor is not entitled to partial fulfillment of the order without prior written consent of the Client. Executing the Works in a reduced extent as agreed, without the consent of the Client is deemed a significant breach of contract.

In case of delay of the Contractor with execution Works, the Client is entitled to require from the Contractor contractual penalty in the amount of 0.05% of the value of the Works per each day of delay. The right of the Client for compensation of damages in full amount is not hereby affected.

During the execution of Works in areal BUKÓZA INVEST spol. s r.o. of the Client, the Contractor is in full extent responsible for observing generally binding legal regulations of Slovak republic concerning safety and protection of health at work, fire protection and environmental protection, fire precautions, instructions of the guard duty, internal regulations and instructions of the Client, principles of safety of work and rules of road traffic by Contractor's employees and employees of Contractor's Sub-Contractors. In case of any breach of generally binding legal regulations of Slovak republic concerning safety and protection of health at work or fire protection and environmental protection or fire precautions or instructions of the guard duty or internal regulations and instructions of the Client by any employee of the Contractor or Contractor's Sub-Contractor, the Contractor is obliged to pay the Client contractual penalty in the amount of: 100,- EUR per each such breach.

The Supplier is obliged to keep and maintain daily records about realized works in the form of construction/mounting day-book. Construction/mounting day-book should be available on particular site related to the Work for the purpose of continuous inspection performed by the Principal and for realization the reports by contractual parties. Reports entered in the construction/mounting day-book shall contain especially all facts decisive for performance of the order, data about time schedule of works and its quality, reasoning the discrepancies of performed works compared to documentation, data important for reviewing the works by government bodies and local authorities, description of realized works, requirements to coordination, extraordinary incidents and detections in connection with execution the Work. Copies of construction/mounting day-book will be from time to time after the inspection of the Principal stored by the Supplier for need of the delivery and acceptance procedure.

The Contractor obliges to ensure that his employees and the employees of his Sub-Contractors shall respect the areas for smoking in the territory of the Client, approved by fire protection officers. In the case of breach this obligation the Client is entitled to apply contractual penalty toward the Contractor in the amount of EUR 50,- per each case.

Upon confirmation of the order the Contractor agrees that his employees shall undergo tests for detecting alcohol and other drugs at the entry and exit gate of the areal BUKÓZA INVEST spol. s r.o. and during the execution of Works according to the order performed to the Client by the company HOLLMEX, s.r.o. with equipment of DRAGER and ALKA TEST, and undertakes to respect the test results in full extent. Positive result of the test for alcohol or other drugs, as well as refusing the tests due to health problems is deemed - according to the agreement of the Contracting Parties - significant breach of the contract and the Client is in this case entitled to withdraw from the given order immediately. At the same time, the Client is entitled to apply contractual penalty toward the Contractor in the amount of EUR 500,- per each case.

Contractor declares that he is not breaching the prohibition of illegal work and illegal employment under the relevant legal regulations about illegal work and illegal employment and he also declares that he will delegate for realisation of Works according to the order only persons who are in the case of performing the dependent work in properly established working relationship, or in other cases in another commercial relationship with Contractor and that the Contractor also accomplishes in full range responsibilities set in relevant legal regulations in the field of social insurance, in full harmony with particular provisions Act. No. 82/2005 Coll. on illegal work and illegal employment and on amending and supplementing certain acts. For this purpose Contractor obliges to provide the Client, before start of realization of Works, in the necessary extent with the documents and personal informations of all individual persons performing the Works under the order which are for Client necessary to provide control if Contractor does not contravene the prohibition of illegal employment. If declaration of Contractor under this paragraph prove to be false, or in case if Contractor breaks his obligations stated in this paragraph, Contractor undertakes to pay to Client to the full extent all costs, fines and sanctions that will arise to Client in the result of a breach of obligations of the Contractor under this article of GCTC. If Contractor will not pay all so incurred costs or imposed fines and sanctions within 14 days after delivery the effectual decision of competent administrative body about occurrence of damage or imposing a penalty or other sanction. Client will be entitled to immediate repudiate the order. Repudiation of the order does not affect the obligations of Contractor to pay all damages and imposed fines and sanctions.

5. Price and Payment Conditions

The prices in the order are stated as VAT excl, final, fix and contain all costs relating execution of Works.

The Contractor after proper delivery and receipt of the Works under a protocol by the Client, shall immediately issue and deliver the invoice to the Client for the agreed price of the Works in two copies. The invoice must include mainly the following elements: the word „invoice“ and invoice no., no. of the Client's order, name and registered office of the Contractor, contact person of the Client according to the order, Company No., VAT Id. no., bank details, subject of order, unit price, quantity in units of measure pursuant to the order, total invoiced sum, date of issue, maturity date, name and contact of the person who issued the invoice.

The Client is obliged to pay the price of the Works based on the invoice issued by the Contractor and delivered to the Client, of which attachment is the confirmed order of the Client and documents evidencing fulfillment of the order's subject (delivery note, protocol on receipt...), signed by both contracting parties. The Client shall make no advance payments to the Contractor for the delivered Works, unless contracting parties agreed otherwise in writing.

The Contractor is entitled to invoice the agreed price of the Works after proper and protocol-based delivery and receipt of the Works by the Client. The maturity period of the invoice, unless contracting parties agreed otherwise, is 60 calendar days and begins on the day it is demonstrably delivered to the Client. The Client is obliged to arrange that the payment of the price is debited from the Client's bank account in favour of the Contractor's bank account not later than on the last day of the invoice's maturity period.

In case that the Contracting Parties agree on partial payment of the Works' price as advance payment, the Contractor shall issue an advance payment invoice to the Client in the amount and under terms and conditions jointly agreed in written. The sum paid by the Client based on advance payment invoice shall be counted to the total price of the Works according to the order.

6. Responsibility for Defects and Claiming

The Client can reclaim defects of the Works by written claims. In case of quantitative and apparent defects the Client can submit such claims in respect of defects at the Contractor by 10 working days from the date of protocol-based delivery and receipt of the Works by the Client at his registered office, unless process according to next to the last paragraph of this article 6 is to be applied. The guarantee period of the Works is not less than 24 months after protocol-based receipt the Works by the Client, unless agreed in written otherwise by Contracting Parties.

The claim is filed by the Client with the Contractor by mail, and/or e-mail or fax and consequently by mail. The Client specifies in the claim the method of arranging the claim corresponding to the character of the Works' defects.

The Contractor is obliged to make a statement to the claim within 3 days from the date of filing the claim, unless agreed by the Contracting Parties in written otherwise. The Contractor is obliged to remove the detected defects within 5 days from the date of filing the claim, unless agreed by the Contracting Parties in written otherwise.

The Client is not obliged to accept the executed Works that has defects. The Works has defects if executed contrary to the requirements and/or instructions of the Client, relevant valid generally binding legal regulations, and/or technical norms of Slovak republic, contrary to the agreement of the Contracting Parties or the order, GCTC or if not all specified works were executed. The Works has defect if not all documents and reports in harmony with the order/GCTC were delivered to the Client. The right of the Client for compensation of damages is not affected.

If the Works' defects are detected by the maturity date of the invoice and the defective Works reclaimed by the Client, the Client is not obliged to pay the price, and/or its part until the settling of the claim. Such an action is not deemed as breach of contractual obligations by the Client. In case that the Contractor within the guarantee period fails to proceed to an elimination of all defects on the Work within deadline specified herein or fails to remove all defects of the Works within deadline specified herein or fails to remove defects of the Works properly and correctly, the Contractor shall pay contractual penalty to the Client in the amount: 200,- EUR per each started calendar day of the delay up to the day of full removal of all such defects of the Works, unless the Contracting Parties agreed otherwise. The right of the Client for compensation of damages in full amount is not hereby affected.

7. Circumstances Excluding Liability

In case that events occur independent from the will of the obliged party and these events prevent the obliged party from fulfilling the duties, if it cannot be reasonably foreseen that the obliged party diverted or overcome this obstacle or its consequences, further if at the time of occurrence of the obligation this obstacle was foreseen /natural disaster, plague, explosion, strike organised by a union trade centre, legal measures of the state/ the Contractor or the Client is entitled to withdraw from the contract without the claim for compensation of damages or to postpone fulfillment upon a mutual agreement by a period during which the obstacle persisted. The relevant contracting party is obliged to report the occurrence of the circumstance that excludes liability to the other party immediately.

8. Ownership Right

Ownership right to the subject of the order is transferred to the Client upon receiving of the Work by the Client under a protocol at the place of executing Works specified in the order.

The risk of damage on the Works and materials for executing the Works is transferred to the Client on the day of protocol-based receipt of the Works by the Client.

9. Joint and Final Provisions

Mutual relations of the Contracting Parties resulting herefrom and the order that are expressly not governed therein, shall be governed by relevant provisions of the Commercial Code and relating legal regulations of Slovak republic.

The Contracting Parties agreed that the Contractor shall not transfer, and/or assign any rights, and/or duties resulting from the order and these GCTC without prior written consent of the Client to any third party. Any such transfer, and/or assignment in conflict with this provision shall be invalid.

The Client is entitled to immediately withdraw from the order in case when the Contractor is in delay with delivery the Works more than 10 days after determined term of delivery the Works. Withdrawal shall be effective on the date the written statement is delivered to the Contractor.

Any and all disputes resulting from orders, including disputes in respect of validity, interpretation or termination, shall be solved before the permanent arbitration court European Arbitration Court established at the company ARBITRÁŽNE A MEDIÁČNÉ CENTRUM/CENTRE DE MEDIATION ET D'ARBITRAGE a.s. according to its basic internal legal regulations. The parties oblige to comply with the resolution of the mentioned court. Such resolutions shall be final, binding and enforceable for the Parties, as well as issued in Slovak. The disputes are to be heard and decided upon by a single arbitrator. The Board of the European Arbitration Court (EAC) is entitled to appoint the arbitrator after EAC Chairman submitted proposal from the list of arbitrators maintained by EAC. Oral hearing shall take place at the registered office of the arbitration court at the address: Profrašistických bojovníkov 11, 040 01 Košice in Slovak.

Modifications and amendments hereof require written agreement of both contracting parties, otherwise invalid. If any of the GCTC provisions shall become or declared to be invalid or ineffective, this shall not affect the validity or effectivity of other GCTC provisions.

Where in GCTC or in order the term "immediately" or "without undue delay" is used, it means execution of the given action not later than within 3 working days. The GCTC, as well as every order concluded shall be administered, governed and interpreted by the law of Slovak republic.

The GCTC enter into force on 01.01.2021.

Dated in Bratislava, 01.01.2021