SLOVNAFT GROUP GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF WORKS

These SLOVNAFT GROUP GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF WORKS (the "General Terms and Conditions" or the "GTC") stipulate the rights and obligations of the CLIENT and the CONTRACTOR in the performance/implementation of the WORKS under the INVESTMENT PROJECTS executed on the basis of the PURCHASE ORDER and its confirmation. Notwithstanding whether or not they are included in the PURCHASE ORDER, these General Terms and Conditions form an integral part of the PURCHASE ORDER under Section 273 of the COMMERCIAL CODE. These General Terms and Conditions are available at www.slovnaft.sk.

1. TERMS AND DEFINITIONS

WORK:
Supplies and services required by the CLIENT and implemented/executed by the CONTRACTOR under a PURCHASE ORDER. The WORK shall mean the making of a thing, unless it is covered by a purchase contract, the assembly of a thing, its maintenance, the carrying out of an agreed repair or modification of a thing, or the tangible result of another activity. The WORK shall always mean the erection, assembly, maintenance, servicing, or modification of a building or part thereof.

CUSTOMIZED SOFTWARE (SW):
Computer programs, software applications, similar works of authorship, products, etc., which will be invented, designed, developed, and/or manufactured otherwise, exclusively for the CLIENT.

PURCHASE ORDER (hereinafter referred to as the "PO"):
A proposal by the CLIENT addressed to the CONTRACTOR for the conclusion of a CONTRACT FOR WORK together with any and all annexes thereto, delivered to the CONTRACTOR in the paper or electronic form (via email or ARIBA system)

COMMERCIAL CODE:
Act No. 513/1991 Coll. The Commercial Code, as amended.

CLIENT:
SLOVNAFT, a.s., referred to as the CLIENT in the PO and/or other company of the SLOVNAFT GROUP referred to in the recitals of the PO. The CLIENT is also referred to as the buyer in the PO.

EMPLOYEES:
Natural persons, employees of the CONTACTOR, and/or employees of the SUBCONTRACTOR who participate in the implementation of the WORK. EMPLOYEES may be deployed to implement the WORK exclusively after having read the documents defined in these General Terms and Conditions and only if they are qualified in line with the qualification requirements stipulated herein.

WORKING DAY:
A day that is not Saturday, Sunday, or a public holiday in the Slovak Republic under Act No. 241/1993 Coll. on Public Holidays, Observances, and Memorial Days, as amended.

MOL GROUP:
MOL Plc., based in Hungary at Dombóvári Street 28, 1117 Budapest, and any and all companies controlled by MOL Plc. through majority shareholdings.

SLOVNAFT GROUP:
SLOVNAFT, a.s., based in Slovakia, at Vlčie Hrdlo 1, 824 12 Bratislava, Company ID: 31 322 832, VAT ID: SK2020372640, registered in the Commercial Register of the District Court Bratislava I, Section: Sa, File: 426/B, and any and all companies controlled by SLOVNAFT, a.s. through a majority shareholding alone or together with a company from the MOL GROUP.

SUBCONTRACTOR:
A legal person or a natural person entrepreneur (as defined by the Slovak law) who has a contract with the CONTRACTOR for the performance of works/provision of equipment/supply of materials necessary for the implementation of the WORK under the CONTRACT FOR WORK.

STANDARD SOFTWARE (SW):
Common boxed computer programs (shrink-wrap license), software applications, similar works of authorship, products, etc., which are not intended for the exclusive use of the CLIENT or which were not be invented, designed, developed, and/or manufactured otherwise for the CLIENT exclusively.

CONTRACTOR:
A company or other entrepreneur who confirmed the PO of the CLIENT for the implementation of the WORK. The CONTRACTOR is also referred to in the PO as the supplier and/or the provider.

CONTRACT FOR WORK:
The PO made by the CLIENT and accepted by the CONTRACTOR in its entirety and without any additions,reservations, disclaimers, limitations, or other modifications, and which the CONTRACTOR delivers to the CLIENT in a timely manner.
Under the CONTRACT FOR WORK, the CONTRACTOR shall implement the WORK for the CLIENT specified in the PO and its annexes, and the CLIENT shall pay the CONTRACT PRICE for the WORK implemented. The terms and conditions set out in the PO take precedence over the terms and conditions set out in its Annexes.

CONTRACT PRICE:
The maximum and full price of the WORK indicated in the PO together with its currency. The CONTRACT PRICE shall include all costs of the CONTRACTOR associated with execution/implementation of the WORK. Unless the PARTIES agree otherwise, the CONTRACT PRICE shall also include the cost of packaging, delivery to the place of delivery/destination, insurance, installation, manuals and all other costs, including possible import fees.

PARTIES:
The CLIENT and the CONTRACTOR referred to herein jointly.

2. RECEIPT (CONFIRMATION) OF THE PO – CONCLUSION OF A CONTRACT ON THE BASIS OF THE PO

2.1. Unless otherwise provided by the PO, the CONTRACTOR shall, in case of a PO in paper form (proposal for conclusion of the CONTRACT FOR WORK) confirm in written the PO received from the CLIENT within fifteen (15) days of sending the PO to the CONTRACTOR or within other period set forth by the PO (referred to as prompt confirmation of the PO). Unless otherwise specified in the PO, the CONTRACTOR shall, in the case of a PO in an electronic form (sent by e-mail or via the ARIBA system), confirm the PO (proposal for conclusion of the CONTRACT FOR WORK) sent by the CLIENT within two (2) WORKING DAYS from the date, when the PO was sent to the CONTRACTOR, or within any other period specified in the PO in the same form as the PO in question (timely receipt of the PO).

2.2. Early receipt of the PO shall take effect when the CONTRACTOR's expression of agreement with the contents of the PO is delivered to the CLIENT – return of a one (1) copy of the PO signed by the CONTRACTOR/its authorized representative in the case of a paper PO, or delivery of the confirmation of the PO in an electronic form in the case of an electronic PO (confirmation of the PO).

2.3. The CONTRACT FOR WORK is concluded at the moment, when the receipt of the PO becomes effective.

2.4. Receipt of the PO (confirmation of the PO) delivered to the CLIENT in the case of a PO in a paper form after fifteen (15) days from the date, when the PO was sent to the CONTRACTOR or within any other period specified in the PO and, in the case of an PO in an electronic form, after two (2) WORKING DAYS from the date, when the PO was sent to the CONTRACTOR or within any other period specified in the PO, shall be deemed to be a timely receipt of the PO only if the CLIENT notified the CONTRACTOR thereof without undue delay after delivery of the PO to the CLIENT.

2.5. Receipt of the PO (confirmation of the PO), which contains amendments, reservations, limitations or other changes, shall be deemed to be a rejection of the PO and a new proposal (counterproposal) by the CONTRACTOR. The CONTRACTOR may change the date of completion of the WORK upon confirmation of the PO, if the PO allows such option, while the changed delivery date shall be within the scope permissible under the PO. Such a change shall not be considered a rejection of the PO.

2.6. If the CONTRACTOR delivers the WORK in accordance with the contents of the PO and with the prior consent of the CLIENT without first confirming the PO in writing for the CLIENT, this shall be deemed to be a receipt of the PO (confirmation of the PO) and these GTC by the CONTRACTOR without reservations.

2.7. The CLIENT may send and CONTRACTOR may receive the POs sent in an electronic form (by e-mail or via the ARIBA system) without the signatures of the authorized representatives of the PARTIES; they shall be binding on the PARTIES subject to the terms and conditions set out herein.

3. THE DATE, PLACE AND CONDITIONS OF EXECUTION OF THE WORK

3.1. The date of execution of the WORK is specified in the PO. Change of the date of execution of the WORK is possible only by written agreement of the PARTIES, or by changing the date in the PO under Clause 2.5 hereof. The CONTRACTOR shall be entitled to perform the WORK before the specified date only with the prior written consent of the CLIENT.

3.2. The place of execution of the WORK is specified in the PO.

3.3. The CONTRACTOR shall be obliged to act with professional care in the performance of the subject matter of the CONTRACT FOR WORK, to perform the WORK at its own expense and risk, properly and on time, without defects and imperfections, in accordance with the CONTRACT FOR WORK (including the annexes to the PO) and the requirements of the CLIENT.

3.4. The CONTRACTOR shall be entitled to commence the execution of works at the site of the WORK (CONSTRUCTION SITE) only after the CLIENT has handed over the CONSTRUCTION SITE upon a protocol, the CLIENT has approved the HSE PLAN, the EMPLOYEES have completed all necessary initial training, all conditions as referred to in the CONDITIONS FOR PERFORMANCE OF THE WORK have been fulfilled, and the written WORK PERMIT has been obtained.

3.5. If the CONSTRUCTION SITE facilities shall be constructed within the meaning of Act No. 50/1976 Coll. on Planning and Building Regulations (the Building Act), as amended, the CONTRACTOR is obliged to conclude a lease agreement with the relevant department of the CLIENT on the lease of the areas or even the civil structures necessary for the construction of such CONSTRUCTION SITE facilities. The CONTRACTOR shall construct the CONSTRUCTION SITE facilities at its own expense, including the sanitary facilities, and shall provide security thereof at its own expense. The CLIENT shall not be responsible for any loss, damage or destruction of the CONTRACTOR's things and facilities located on the CONSTRUCTION SITE and on the CONSTRUCTION SITE equipment. CONTRACTOR shall construct all utility connections for the CONSTRUCTION SITE and CONSTRUCTION SITE facilities. The CLIENT shall make available only the points of connection. The CONTRACTOR shall submit a list of reserved technical equipment to the CLIENT prior to its use on the CONSTRUCTION SITE or in the CONSTRUCTION SITE equipment and attach this list, together with the documentation for the equipment, to the Health and Safety Plan (HSE) pursuant to the Decree of the Ministry of Labor, Social Affairs and Family of the Slovak Republic No. 508/2009 Coll., as amended.

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3.6. After the completion of the works, the CONTRACTOR is obliged to remove the facilities of the CONSTRUCTION SITE in accordance with the lease agreement and to restore the leased areas and structures to their original condition. The costs associated with the construction of the CONSTRUCTION SITE facilities, the lease of the areas or civil structures necessary for the construction of the CONSTRUCTION SITE facilities, the removal of the CONSTRUCTION SITE facilities and the restoration of the leased areas and structures to their original condition shall be borne by the CONTRACTOR.

3.7. The WORK shall be executed (implemented) according to the project documentation approved by the CLIENT and the building permit/notification related to the WORK, and in accordance with the applicable generally binding legal regulations, applicable Slovak technical standards (STN, STN EN) and internal regulations (governing acts) of the CLIENT (hereinafter referred to as "INTERNAL REGULATIONS OF THE CLIENT") applicable to the WORK, including the MOL GROUP STANDARDS(hereinafter referred to as "MGS") and the document "HSE Requirements for Contractors Performing Activities at the SLOVNAFT, a.s., Vlčie hrdlo, Bratislava" document, if the WORK is executed on the premises of SLOVNAFT, a.s., Vlčie hrdlo, Bratislava/"HSE Requirements for Contractors Performing Activities at Logistics Facilities Outside the Premises of SLOVNAFT, a.s., Vlčie hrdlo, Bratislava" if the WORK is executed outside the premises of SLOVNAFT, a.s., Vlčie hrdlo, Bratislava (hereinafter referred to as the "HSE REQUIREMENTS").

3.8. By confirming the PO, the CONTRACTOR undertakes to follow the CLIENT's instructions and the documents approved by the authorized employees of the CLIENT or PARTIES when performing the WORK and comply with the generally binding legal regulations relating to the WORK, as well as other related generally binding legal regulations, valid Slovak technical standards (STN, STN EN), INTERNAL REGULATIONS OF THE CLIENT (in particular: occupational safety regulations, Injured Care Plan – Trauma Plan, fire prevention regulations, environmental protection regulations, road traffic rules, Safety Regulations of SLOVNAFT, a.s. and others), including the HSE REQUIREMENTS and MGS. The CONTRACTOR shall comply with all the above mentioned legal regulations and other regulations and standards in their current wording, valid and effective at the time of execution of the WORK. The current versions of the INTERNAL REGULATIONS OF THE CLIENT, including HSE REQUIREMENTS, are available to the CONTRACTOR on the CLIENT's website https://slovnaft.sk/en/about-us/our-company/supplier-center/sd-hse-requirements-for-contractors/ and the current wording of the MGS on the CLIENT's website http://www.slovnaft.sk/sk/mgs/(username and access password for access to the INTERNAL REGULATIONS OF THE CLIENT and MGS are indicated in PO), while these INTERNAL REGULATIONS OF THE CLIENT are binding on the CONTRACTOR on the day of publication thereof. If other INTERNAL REGULATIONS OF THE CLIENT, which are not published on the aforementioned websites, apply to the performance of the WORK, these shall be binding on the CONTRACTOR on the date, when the CLIENT delivers their wording to the CONTRACTOR. During the performance of the CONTRACT FOR WORK, the CONTRACTOR is also obliged to comply with the rules on the occupational safety and health protection (hereinafter referred to as "OSH"), fire prevention (hereinafter referred to as "FR"), environmental protection (hereinafter referred to as "EP"), prevention of serious industrial accidents (hereinafter referred to as "PSIA") and waste management (hereinafter referred to as "WM") under the generally binding legal regulations (hereinafter jointly referred to only as "HSE REGULATIONS"). By confirming the PO, the CONTRACTOR declares that it has read and understood the INTERNAL REGULATIONS OF THE CLIENT, including the HSE REQUIREMENTS (including contractual fines) and the MGS, and hereby undertakes to comply with them in their entirety, to act in line with them, and also to bind its SUBCONTRACTORS to comply with them. The CONTRACTOR is obliged to use only EMPLOYEES trained in the INTERNAL REGULATIONS OF THE CLIENT, including HSE REQUIREMENTS and MGS, for the performance of works in the territory of the CLIENT.

3.9. The CLIENT is entitled to change the INTERNAL REGULATIONS OF THE CLIENT, including HSE REQUIREMENTS and MGS, accessible on the mentioned websites; the CLIENT is obliged to inform the CONTRACTOR in advance about this change by sending an e-mail message to the e-mail address of the CONTRACTOR indicated in the PO confirmation, or in another appropriate way. The CONTRACTOR is obliged to become familiar with changes to the INTERNAL REGULATIONS OF THE CLIENT, including HSE REQUIREMENTS and MGS, and to comply with them. It is not necessary to conclude a written amendment to the CONTRACT FOR WORK in order to change the INTERNAL REGULATIONS OF THE CLIENT, including HSE REQUIREMENTS and MGS.

3.10. By confirming the PO, the CONTRACTOR undertakes to comply with the generally binding legal regulations, as well as to proceed in accordance with HSE REQUIREMENTS, when dealing with waste generated during the execution of the WORK under the CONTRACT FOR WORK. If the chemical substances used by the CONTRACTOR during the execution/implementation of the WORK are subject to the requirements of the Regulation of the European Parliament and the Council (EC) No. 1907/2006 on the Registration, Evaluation, Authorization and Restriction of Chemicals, as amended (hereinafter referred to as "REACH"), the CONTRACTOR declares to the CLIENT that it will comply with all the requirements of REACH, so that they are met within the deadlines established therein.

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The CONTRACTOR shall hand the REACH DECLARATION over to the CLIENT no later than before the first use of the chemical substance, which falls under the mentioned regulation, at the premises of the CLIENT. The CONTRACTOR shall provide the Material Safety Data Sheet (MSDS) for each chemical substance subject to REACH requirements, used in the execution of the WORK at the premises of the CLIENT, in both, the language used by the CONTRACTOR and in the Slovak language.

3.11. The CONTRACTOR shall arrange for the loading, removal and recovery/disposal of all wastes generated during the execution of the WORK by persons authorized for waste management. If contaminated soil occurs, the CONTRACTOR shall ensure the loading, removal and disposal of the contaminated soil. The CONTRACTOR shall be responsible for the removal of all waste generated during the execution of the WORK. Upon completion of the WORK, the CONTRACTOR shall hand over the CONSTRUCTION SITE in a tidy condition, free of any residual waste generated during the execution of the WORK. The CONTRACTOR shall ensure cutting and sorting of any metal waste at the place designated by the CLIENT, and loading of this waste into containers provided by the CLIENT, or placing this waste at the place designated by the CLIENT. The CLIENT assumes responsibility for the further management of this waste.

3.12. The CONTRACTOR shall be responsible for the storage and maintenance of the prescribed documentation on site during the execution of the WORK. The CONTRACTOR shall maintain a CONSTRUCTION LOG at the CONSTRUCTION SITE, which shall be available during the execution of the WORK at the site of the WORK (CONSTRUCTION SITE) at all times. The construction manager and the safety coordinator of the CLIENT are responsible for keeping the CONSTRUCTION LOG

3.13. The CONTRACTOR shall be responsible for:

- Selecting the right quality of material and technology for the production of supplies to ensure the highest quality of the equipment, materials and works supplied;
- The fact that the materials and equipment supplied are new;
- The correct packaging, marking of supplies and their transport;
- The processing of all necessary import and export licenses from the countries of origin, and for the payment of customs fees, for the processing of work permits necessary to carry out works in the territory of the Slovak Republic;
- The issue of “ATA CARNET” (Admission Temporaire/Temporary Admission) for preparations, tools, etc., which will be returned from the territory of the Slovak Republic to third countries (outside the European Union) after assembly.

3.14. In the execution of the WORK, the CONTRACTOR is obliged to use materials that meet the quality standards prescribed in the implementation project documentation approved by the CLIENT. To execute the construction, the CONTRACTOR is obliged to propose and use only construction products that are suitable and safe for use in the construction for the intended purpose (suitable construction products) pursuant to the Act No. 133/2013 Coll. on Construction Products, and on amendments to certain acts, as amended (hereinafter referred to as “Act No. 133/2013 Coll.”) and related legal regulations.

3.15. The CONTRACTOR shall deliver the WORK to the CLIENT in the quantity, quality (grade) and workmanship as specified in the PO and annexes thereto. The CONTRACTOR is obliged to hand over to the CLIENT the documents necessary for the acceptance and use of the WORK, including quality certificates, licenses, certificates of conformity, material attests and instructions for use in the Slovak language. The CONTRACTOR shall fulfill its obligation to execute the WORK pursuant to the CONTRACT FOR WORK by proper completion and handover of the WORK to the CLIENT at the place of execution/implementation of the WORK upon fulfillment of all conditions agreed in the CONTRACT FOR WORK.

3.16. The CONTRACTOR shall indicate on the accompanying documents of the executed WORK a detailed list of the materials supplied and the works executed, the PO number, as well as other necessary data.

3.17. The CLIENT has the right to check the quantity and quality of delivered materials and performed works or perform other necessary inspection at the place of execution/implementation of the WORK before acceptance of performance, as well as to perform a completeness check of the accompanying documents.

3.18. The PARTIES shall execute the ACCEPTANCE/HANDOVER and TAKEOVER PROTOCOL (hereinafter referred to as the “TAKEOVER PROTOCOL”) for the delivery and acceptance of the WORK.

3.19. The CLIENT reserves the right not to accept the WORK that demonstrates defects and imperfections, which prevent the safe and trouble-free use/operation of the WORK (conditional defects and imperfections), or if the conditions under the PO or annexes thereto have not been fulfilled. The PARTIES shall draw up a list of the defects and imperfections of the WORK (conditional and non-conditional), in which they shall jointly agree on a date for their elimination. The CONTRACTOR shall be obliged to remedy the WORK at its own expense (even repeatedly) until all defects and imperfections are eliminated, the conditions of the PO or annexes thereto are achieved, and other obligations of the CONTRACTOR are fulfilled, or until the CLIENT withdraws from the CONTRACT FOR WORK.

3.20. The CONTRACTOR shall be responsible for all costs associated with its entry to the premises of the CLIENT (e.g., entry briefing; issuance of identification cards for entry of persons and vehicles to the premises). If the CONTRACTOR does not pay such

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costs upon entry to the premises of the CLIENT, but they are paid by the CLIENT, the CLIENT shall have the right to re-invoice these to the CONTRACTOR.

3.21. By confirming the PO, the CONTRACTOR undertakes not to violate the prohibition of illegal employment pursuant to Act No. 82/2005 Coll. on Illegal Work and Illegal Employment, and on amendments to certain acts, as amended (hereinafter referred to as the "ILLEGAL WORK ACT") and declares that no EMPLOYEE, who would be illegally employed either directly by the CONTRACTOR or its SUBCONTRACTORS, will perform the WORK. If, as a result of the violation of the above obligation, or the falsity of the above statement, or the failure of the CONTRACTOR to fulfill the obligations arising from the ILLEGAL WORK ACT, a fine or any other sanction is imposed on, or any claim is asserted from, the CLIENT, the CONTRACTOR is obliged to pay these in full to the CLIENT. Such behavior of the CONTRACTOR shall be deemed a material breach of the CONTRACT FOR WORK, entitling the CLIENT to withdraw from the CONTRACT FOR WORK.

3.22. At the request of the CLIENT, before entering the CLIENT's premises, the CONTRACTOR shall submit to the CLIENT a certifiedcopy of the residence permit for all EMPLOYEES from countries outside the European Union, who will participate in the execution of the WORK on the CONSTRUCTION SITE, pursuant to the relevant provisions of the Act No. 404/2011 Coll. on the Residence of Foreigners, and on amendments to certain acts, as amended. By confirming the PO in this regard, the CONTRACTOR declares that it will comply with all data protection obligations in respect of such EMPLOYEES and that it will be entitled to disclose such data to the CLIENT.

3.23. The CONTRACTOR is obliged, within ten (10) days from the confirmation of the PO, to enter all data on the professional and medical qualifications (from certificates, authorizations, licenses, cards, etc.) of all persons (including SUBCONTRACTORS), who will perform works upon the PO (works requiring a written work permit) to the GEM information system accessible at http://www.slovnaft.sk/vstupy. The CONTRACTOR shall continuously update this data (i.e. keep it up-to-date and delete documents that are no longer valid) and ensure that it is correct. Contact details: vstupy@efg.slovnaft.sk, tel.: +421 2 40558260 or +421 2 40558263; the CONTRACTOR shall be responsible for the accuracy and timeliness of this data; by confirming the PO in this regard, the CONTRACTOR declares that it has fulfilled all obligations regarding the data subjects in the area of personal data protection, including the obligation of information, and that it is entitled to provide such data to the CLIENT.

4. WORKS DAMAGE LIABILITY AND OWNERSHIP

4.1. The risk of damage to the WORK and the risks associated to the executed WORK shall pass from the CONTRACTOR to the CLIENT on the date of handing over and acceptance of the WORK as a whole, by signing the WORK TAKEOVER PROTOCOL, or in any other manner specified in the PO.

4.2. The CONTRACTOR bears the risk of damage to the WORK being implemented. The CONTRACTOR shall protect the WORK from damage, loss and theft until it is handed over to the CLIENT in accordance with paragraph 4.1. In the event that it is not immediately possible to determine the liability of a specific entity at the time of damage to the WORK, the CONTRACTOR is obliged to repair the damage to the WORK without undue delay and at its own expense, to restore the WORK to its original condition before the damage and to proceed with the implementation of the WORK in such a way as not to jeopardize the agreed date of handover of the WORK.

4.3. The CLIENT is the owner of the WORK under construction. The CLIENT shall become the owner of all items (including project documentation), materials and equipment intended for incorporation into the WORK by their delivery to the site of performance of the WORK.

5. PAYMENT TERMS

5.1. The PO shall determine whether the CONTRACT PRICE shall be invoiced in a lump sum or in installments upon completion of the respective stages of performance of the WORK. The CLIENT shall pay the CONTRACT PRICE as agreed under the CONTRACT FOR WORKS on the basis of invoice(s) issued by the CONTRACTOR and delivered to the CLIENT. The CONTRACTOR shall preferably send the invoice in an electronic form. The conditions for sending invoices in an electronic form can be found at https://slovnaft.sk/en/about-us/our-company/supplier-center/e-invoicing/. If the invoice is delivered in a paper form, the CONTRACTOR shall deliver it to the address of the registered office or to the mailroom of the CLIENT. TAKEOVER PROTOCOL/appropriate partial TAKEOVER PROTOCOL signed by authorized representatives of both PARTIES shall form an Annex to the invoice/each partial invoice.

5.2. The CONTRACTOR is obliged to issue an invoice within fifteen (15) calendar days from the date of the tax obligation under Act No. 222/2004 Coll. on Value Added Tax, as amended (hereinafter referred to as the "VAT Act"). The date of the tax obligation shall be the date of signing of the TAKEOVER PROTOCOL by the authorized representatives of both PARTIES. The CONTRACTOR is responsible for the fact that the invoice prepared by the CONTRACTOR complies with the requirements of the VAT Act. If the invoice does not meet the requirements of the VAT Act or is not issued in accordance with the VAT Act and the CLIENT would be subject to a fine or any other sanction imposed by the tax administrator under applicable law, the CONTRACTOR shall be obliged to pay the same to the CLIENT. In case of delay in submitting the invoice, the CLIENT shall be entitled to charge the CONTRACTOR a contractual penalty of 0.05% of the CONTRACT PRICE for each day of delay.

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5.3. The invoice must contain the following information in addition to the requirements under the VAT Act:

- the name and number of the construction/WORK,
- number of the CONTRACT FOR WORK,
- the subject of performance specified in precise words,
- Annex: TAKEOVER PROTOCOL/appropriate partial TAKEOVER PROTOCOL proving performance, signed by authorized representatives of both PARTIES,
- other facts requested by the CLIENT in the PO.

5.4. The CLIENT shall be entitled to withhold 10% of the CONTRACT PRICE until all defects and imperfections, if any, have been remedied (hereinafter referred to as "RETAINAGE"). When the CLIENT exercises the RETAINAGE pursuant to the foregoing, the CLIENT shall not be in default in the performance of a monetary obligation in the amount of the RETAINAGE and the CONTRACTOR shall not be entitled to default interest or any other interest, compensation of damage or liquidated damages associated with the exercise of the claim. The CLIENT shall be entitled to set off the amount so withheld against, or to use it for the payment of its possible claims against the CONTRACTOR, in particular, but not exclusively, for the payment of invoices of other contractors who have remedied defects and deficiencies of the WORK in place of the CONTRACTOR in accordance with the CONTRACT FOR WORK.

5.5. If the invoice contains all the elements stipulated by the VAT Act and agreed by the PARTIES, all the required annexes are attached to it and the conditions for issuing the invoice in accordance with the CONTRACT FOR WORK have been met, the CLIENT shall pay the invoiced amount (excluding any RETAINAGE) by bank transfer within sixty (60) calendar days of receipt of the invoice by the CLIENT, unless a different invoice due date is agreed in the CONTRACT FOR WORK.

5.6. If the invoice does not meet the requirements set by the VAT Act and agreed by the PARTIES, or all required attachments have not been attached to it, or the conditions for issuing the invoice have not been met in accordance with the CONTRACT FOR WORK, the CLIENT shall be entitled to return the invoice and to request the CONTRACTOR in writing to remedy the identified deficiencies. In such case, a new sixty (60) day invoice due date shall commence on the date the identified deficiencies have been corrected and a new invoice has been delivered to the CLIENT.

5.7. If the CLIENT is in default in the payment of an invoice within the originally agreed or extended invoice due date, the CONTRACTOR shall be entitled to charge interest on the amount of the delayed payment of the CLIENT, for the period of delay, at the rate of the base interest rate of the European Central Bank applicable on the first day of default plus nine (9) percentage points; the default interest rate so determined shall apply throughout the entire period of delay with the performance of the monetary obligation. Late interest so charged shall be due and payable within fourteen (14) days from the date of delivery of the CONTRACTOR's bill to the CLIENT. Such an invoice shall not be treated as an invoice for VAT purposes.

5.8. The CLIENT's payment obligation shall be deemed to have been fulfilled on the date of transfer of the relevant payment from his bank account. If the due date of the invoice falls on a Saturday, Sunday or a public holiday, the CLIENT is obliged to pay the invoice no later than on the next WORKING DAY.

5.9. The CLIENT shall bear the bank charges of its own bank. Any other bank charges (including the charges of the CONTRACTOR's bank and correspondent banks) shall be borne by the CONTRACTOR.

5.10. The CLIENT shall be entitled to set-off its overdue receivable towards the CONTRACTOR as well as any overdue receivable towards the CONTRACTOR acquired by assignment from other member of the SLOVNAFT/MOL GROUP even without the CONTRACTOR´s consent against any overdue receivable of the CONTRACTOR towards the CLIENT. The CLIENT shall be obliged to notify the CONTRACTOR in writing of the set-off of the receivable.

5.11. For tax purposes only, if the CONTRACTOR has its registered office outside the territory of the Slovak Republic, the PARTIES shall proceed according to the laws of the state in which they are resident and in accordance with applicable international legal norms, treaties and agreements.

5.12. If the CONTRACTOR has its registered office outside of the Slovak Republic´s territory, the CONTRACTOR shall be liable for the payment of all import taxes/customs duties and other taxes relating to the subject-matter of the performance under the CONTRACT FOR WORK and all such taxes and charges and fees (including personal tax of CONTRACTOR´s employees such as income tax, social insurance levies, contributions and compulsory insurance of employees) are included in the CONTRACT PRICE.

5.13. If the CONTRACTOR has its registered office outside the territory of the Slovak Republic, the CONTRACTOR declares by confirming the PO that it is aware of the fact that the Slovak tax legislation requires the CLIENT, who has concluded a contract with a tax entity with its registered office outside the territory of the Slovak Republic, on the basis of which a permanent establishment of the CONTRACTOR could be established in the territory of the Slovak Republic, to notify this fact to the competent tax administrator. By acceptance of the PO the CONTRACTOR also certifies that the provision of services under the CONTRACT FOR WORK will not satisfy the conditions for the establishment of a permanent establishment. Despite this declaration, should the conditions for the establishment of a permanent establishment during the performance of the CONTRACT FOR WORK be met, the CONTRACTOR is obliged to compensate the CLIENT from sanctions which the latter would be

obliged to pay to the relevant tax administrator in connection therewith.

5.14. The CONTRACTOR, with its registered office in the Slovak Republic, hereby declares that the number of its bank account indicated on the invoice, to which it requests payment of the CONTRACT PRICE, has been notified to the tax administrator in accordance with Section 6 of the VAT Act as the number of the bank account it uses for business purposes. The CONTRACTOR also declares that it will accept the payments of invoices under the CONTRACT FOR WORK to the bank account number notified to the tax administrator as the bank account number used for business. Should the CONTRACTOR change the bank account number used for business, the CONTRACTOR is obliged to notify the tax administrator and also the CLIENT of the new bank account number. In the case that the failure of the CONTRACTOR to notify the bank account number to the tax administrator would result in the CLIENT being liable for tax, fines or penalties imposed by the tax administrator, the CLIENT shall be entitled to demand payment thereof from the CONTRACTOR.

6. LIABILITY FOR DEFECTS IN THE WORK, LICENCES

6.1. The CONTRACTOR warrants the quality of the WORK performed. Unless otherwise specified in the PO, the warranty period for the WORK shall be twenty-four (24) months, except for design documents and construction work where the warranty period shall be sixty (60) months. Should the CONTRACTOR provide the CLIENT with a warranty in excess of that set out in the preceding sentence, such longer warranty period shall apply.
The warranty period shall commence from the date on which the CLIENT accepts the WORK as a whole.

6.2. Within the warranty period, the CONTRACTOR shall be liable for the quality of the work performed and the materials and equipment supplied, which must comply with the PO and its annexes, relevant standards and generally binding legislation in force at the time of performance of the WORK.

6.3. If the CLIENT determines during the warranty period that the WORK or any part thereof is defective or in any way does not comply with the contents of the CONTRACT FOR WORK or its annexes, the CLIENT is obliged to send the CONTRACTOR a written notification of the complaint without undue delay, by letter or e-mail. The CLIENT shall be entitled to send a notice of complaint to the CONTRACTOR no later than ten (10) WORKING DAYS after the expiration of the warranty period if it proves that the claimed defect arose or occurred no later than the date of expiration of the warranty period. The CONTRACTOR is obliged to confirm in writing - by letter or e-mail, the delivery of the notice of complaint immediately to the CLIENT, no later than on the next WORKING DAY after its delivery.

6.4. The CONTRACTOR shall be obliged to appear at the place of performance of the WORK or at another agreed place no later than the next WORKING DAY after delivery of the notice of complaint to the CONTRACTOR, in order to carry out a professional inspection and to agree on the date, method of elimination of the complained defects of the WORK, or to carry out other measures. No later than on the next WORKING DAY after the on-site inspection, the CONTRACTOR shall deliver to the CLIENT a proposal for the resolution of the complaint. The CONTRACTOR, taking into account the nature of the defect and in agreement with the CLIENT, shall decide on the method of elimination of the defect of the WORK. The PARTIES shall draw up a defects report on the agreed measures and the agreed dates for the removal of defects in the WORKS, whereby the CONTRACTOR shall remove the defects within the agreed, otherwise shortest possible time.

6.5. If the defect of the WORK is obvious and the CONTRACTOR fails to acknowledge the delivery of the notice of complaint to the CLIENT in time, fails to appear for a professional inspection of the defects of the WORK, fails to deliver to the CLIENT a proposal for the solution of the complaint, refuses to sign the protocol on defects without any reason, or if the CONTRACTOR signs the protocol on defects, but fails to start the removal of the defects of the WORK within the agreed period, or fails to remove them within the agreed deadline, or at the earliest possible date, the CLIENT shall be entitled to remove the defects of the WORK on its own or to have them removed by a third party at the CONTRACTOR's expense without loss of its rights under the warranties pursuant to the CONTRACT FOR WORK, after prior written notice to the CONTRACTOR. Unless otherwise agreed, the CONTRACTOR shall, within two (2) WORKING DAYS of receipt of the notice of complaint, commence activities to remedy the claimed defect in the WORK.

6.6. If there is an imminent risk that the operation of the WORK or its safety, or the operation or safety of the CLIENT's other facilities, or the safety of persons or the environment will be seriously endangered as a result of any defects identified in the WORK, the CLIENT shall be entitled to remedy such defects in the WORK itself, without loss of warranties under the CONTRACT FOR WORK, and shall notify the CONTRACTOR in writing (by letter or email) of this fact in detail within two (2) WORKING DAYS after the defects in the WORK have been remedied.

6.7. All costs related to the removal of claimed defects of the WORK shall be borne by the CONTRACTOR in full extent.

6.8. In the event that the CONTRACTOR fails to acknowledge the delivery of the notice of complaint to the CLIENT in time, fails to appear for a professional inspection of the defects of the WORK, fails to deliver to the CLIENT a proposal for the resolution of the complaint, fails to sign the protocol on defects, fails to start the removal of defects of the WORK within the agreed period, or fails to remove the defects within the agreed deadline, or at the earliest possible date, the CLIENT shall be entitled to charge the CONTRACTOR the following contractual penalty for breach of these obligations:

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- for a delay of up to three (3) WORKING DAYS in the amount of € 33,- for each calendar day of delay,
- for a delay of more than three (3) WORKING DAYS in the amount of € 100,- for each calendar day of delay,
- in case of non-compliance with the deadline for the removal of the defect of the WORK (delay with the removal of the defect of the WORK) in the amount of 165,- €, for each even started calendar day of delay with the removal of the defect.

6.9. The period from the assertion of the right of liability for defects of the WORK until the time when the CLIENT takes over the WORK or its part after the defect has been eliminated shall not be counted in the warranty period. If the whole or part of the WORK is replaced, a new warranty period for the WORK or part of the WORK shall start from the moment of acceptance of the WORK or part of the WORK by the CLIENT.

6.10. The CONTRACTOR shall be obliged to perform/execute the WORK (including its parts) constituting the subject-matter of the CONTRACT FOR WORK free from legal defects and claims of third parties, including any intellectual property rights (in particular, but not limited to, copyright and industrial rights). The CONTRACTOR warrants that no rights of third parties shall be bound to the WORK, or any part thereof, or to the right to use the WORK; otherwise, the CONTRACTOR shall fully indemnify the CLIENT for any damage which the CLIENT may incur by breach of this obligation or by the falsity of this declaration, including the claimed rights of third parties, and shall immediately remedy at its own expense any legal defects in the WORK (the affected part thereof), or to fully indemnify the CLIENT against claims of third parties.

6.11. The CONTRACTOR shall be liable for infringement of another person's intellectual property rights (in particular, but not limited to copyright) as a result of the use of the WORK supplied by the CONTRACTOR to the CLIENT under the CONTRACT FOR WORK. Claims brought against the CLIENT by a third party in connection with infringement of industrial and copyright rights related to the WORK shall be the responsibility of the CONTRACTOR, who, by confirming the PO, undertakes to perform the following for the CLIENT:

a) secure a license (license rights) to the extent necessary for the proper use of the WORK from the author/licensee;
b) modify, change or replace the WORK at its own expense in a technically appropriate manner in order to maintain the same functionality of the WORK and not to infringe the rights of a third party, otherwise it is obliged to reimburse the CLIENT for the damages incurred by the CLIENT to the full extent and to indemnify the CLIENT against claims of third parties.

If the subject or part of the WORK includes the delivery of project documentation, the CONTRACTOR warrants to the CLIENT that no third party shall have any right in relation to the project documentation to be created under the CONTRACT FOR WORK that would restrict or prevent the implementation of the WORK (construction) proposed in the project documentation, or that would restrict the CLIENT's right to use the project documentation. If the project documentation delivered by the CONTRACTOR pursuant to the CONTRACT FOR WORK fulfils all the conceptual features of a work pursuant to Act No. 185/2015 Coll. Copyright Act, as amended (hereinafter referred to as the "COPYRIGHT ACT"), the CONTRACTOR with the CONTRACT FOR WORK grants to the CLIENT an express consent to use the project documentation (license) in a manner that corresponds to the purpose for which the project documentation was created and delivered to the CLIENT, including its modification, or its processing in an unlimited scope, for an unlimited period of time (the entire duration of the proprietary copyright) and at a price which is included in the CONTRACT PRICE according to the CONTRACT FOR WORK and which corresponds to the manner, scope, purpose and time of use of the WORK. The CONTRACTOR grants the CLIENT an exclusive license. The CLIENT is entitled to grant a sub-license as well as to assign this license to another person. Upon the dissolution of the CLIENT, the rights and obligations under this license (license agreement) shall pass to his successor in title. The CONTRACTOR shall ensure the granting of the approval (license) to the above extent if he is not the author of the project documentation. By confirming the PO, the CONTRACTOR declares that it is entitled to grant usage rights to the project documentation.

6.12. If the subject or part of the WORK is the delivery of SW (including INDIVIDUALIZED SW) and/or the execution of software modifications (hereinafter referred to as "SW modifications"), the CONTRACTOR declares by confirming the PO that it is authorized to grant the CLIENT consent to use the delivered SW and SW modifications, shall be liable for any infringement of another person's intellectual property rights as a result of the use of the SW supplied by the CONTRACTOR and the SW modifications made by the CONTRACTOR, and warrants to the CLIENT that no third party shall have any right in relation to the SW supplied by the CONTRACTOR to the CLIENT and/or the SW modifications made by the CONTRACTOR pursuant to the CONTRACT FOR WORK that would restrict or prevent the use of the SW supplied and/or the SW modifications by the CLIENT. The CONTRACTOR acknowledges that the INDIVIDUALIZED SW, which will be created on the basis of the CONTRACT FOR WORK, is subject to the provisions on the employee's work within the meaning of Section 91 paragraph 4 in conjunction with Section 90 of the COPYRIGHT ACT. By confirming the PO the CONTRACTOR acknowledges that if the modifications to the SW made by the CONTRACTOR pursuant to the CONTRACT FOR WORK meet the conceptual characteristics of a computer program, the provisions of the employee's work under the COPYRIGHT ACT shall apply to such SW modifications.

6.13. With the CONTRACT FOR WORK, the CONTRACTOR grants the CLIENT express consent

to use the SW, the INDIVIDUALIZED SW and the SW modifications that will be delivered under the CONTRACT FOR WORK (license) in a manner that is fit for purpose, for which the SW, the INDIVIDUALIZED SW and the SW modifications are intended, in an unlimited scope, for an unlimited period of time (the entire duration of the proprietary copyright) and at the price included in the CONTRACT PRICE pursuant to the CONTRACT FOR WORK.

If the subject of performance under the CONTRACT FOR WORK includes INDIVIDUALIZED SW/ SW modifications, the CONTRACTOR, by confirming the PO, grants the CLIENT an exclusive, freely transferable license to this INDIVIDUALIZED SW/ SW modifications and also undertakes to provide the CLIENT with the source codes to all versions of the INDIVIDUALIZED SW in question.

If the subject of performance under the CONTRACT FOR WORK includes standard SW, the CONTRACTOR grants the CLIENT a non-exclusive license to this SW by confirming the PO.

6.14. If the defects of the WORK and their rectification during the warranty period result in limitation of the operation of the WORK or other facilities of the CLIENT, the operation of which is related to the WORK, or require the shutdown of the WORK or the shutdown of other aforementioned facilities, the CLIENT shall be entitled to invoice the CONTRACTOR for the damage and loss of profit incurred by the CLIENT as a result thereof.

6.15. The CONTRACTOR shall be liable for damage caused to the CLIENT and third parties during the performance of the WORK. The CONTRACTOR shall be obliged to perform the WORK so as not to cause damage to the property of the CLIENT or of third parties. The CONTRACTOR shall be held liable for damage incurred by the CLIENT and third parties by reason of a defective performance of the WORK. The CONTRACTOR shall pay all damage incurred as indicated above to the full extent.

6.16. In the event that, due to defects in the documentation supplied by the CONTRACTOR under the CONTRACT, the competent administrative authority suspends or terminates the construction proceedings or other proceedings, or refuses to issue any permit, or calls for completion of the application, the CONTRACTOR shall without undue delay, at the latest within the time limits set by the competent administrative authority, correct, modify, or complete the documentation in accordance with the requirements of the competent administrative authority, so that the documentation is accepted by the competent administrative authority at its own cost and risk, without claiming additional financial compensation (i.e. without claiming an increase in the CONTRACT PRICE) and within the time limits set by the competent administrative authority, and otherwise without undue delay.

7 CONTRACTUAL PENALTY AND COMPENSATION OF DAMAGE

7.1. If due to any reason on the part of the CONTRACTOR any obligation arising from the CONTRACT FOR WORK is not met within the deadline agreed in the CONTRACT FOR WORK (hereinafter referred to as the “late performance”), the CLIENT is entitled to charge to the CONTRACTOR a contractual penalty of 0.5% of the CONTRACT PRICE excluding VAT as specified in the PO for each commenced day of delay. If the CONTRACTOR is delayed with the implementation of the WORK, it shall meet its obligation within the alternative period determined by the CLIENT provided that the CLIENT is interested in the delayed implementation of the WORK.

7.2. If the CONTRACTOR knows in advance that it will not be able to carry out its performance in accordance with the contents of the CONTRACT FOR WORK (late performance, defective performance or non-performance) and does not notify the CLIENT of this fact without undue delay, the CLIENT shall be entitled to charge the CONTRACTOR a contractual penalty in the amount of 20% of the CONTRACT PRICE, excluding VAT, as specified in the PO.

7.3. If the CONTRACTOR breaches the confidentiality obligation referred to in Article 11 of these GTC, the CLIENT shall be entitled to charge the CONTRACTOR a contractual penalty in the amount of 10% of the total CONTRACT PRICE, excluding VAT, as specified in the PO.

7.4. The CLIENT shall be entitled to request the CONTRACTOR to pay a contractual penalty in the amount specified below if the following violation(s) of the INTERNAL REGULATIONS of the CLIENT or generally binding legal regulations has/have been proved to the CONTRACTOR, SUBCONTRACTOR and/or its EMPLOYEE:

- detection of alcohol consumption if the result of the positive SB test (special breath alcohol test) has been up to 0.14 mg/l, narcotic and psychotropic substances in the organism of the tested person or their bringing into the premises/objects of the CLIENT .....300,- €
- detection of alcohol consumption if the result of the positive SB test has been above 0.14 mg/l or the tested person has refused to undergo the SB test or a blood alcohol consumption test or the tested person had two positive tests of up to 0.14 mg/l during the last 6 months .....600,- €
  (simultaneously, the identification card (IC) of this person shall be suspended and this person shall not be allowed to enter the premises of the CLIENT for 12 months)
- violation of the smoking ban except for the reserved area .....600,- €
- failure to secure the object .....100,- €
- unauthorized entry into the premises/object of the CLIENT using an invalid or somebody else’s identification card (IC).....350,- €
- property injury caused to the CLIENT .....350,- €
- unauthorized removal of material from the premises/objects of CLIENT without relevant documents.....200,- €

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- violation of the no photography rule with the CLIENT.....1000,- €
- exceeding the maximum speed limit of a motor vehicle on the intra-company special-purpose roads of the premises of the CLIENT .....100,- €
- failure to comply with safety rules and smooth traffic flow on the special purpose internal roads in the premises of the CLIENT except for exceeding the maximum speed limit .....50,- €

Misuse of an identification card (IC) in order to enable entry of other person, passage of other vehicle or entry into the premises of the CLIENT for a purpose other than for which the entry permit has been issued shall result in a permanent prohibition of entry into the premises/objects of the CLIENT.

7.5. Forcible surmounting of the safety elements, fencing, transition checking devices, and barrier-mechanical means into and out of the premises/objects of the CLIENT as well as an unauthorized entry and exit in other than permitted manner described in the INTERNAL REGULATION of the CLIENT SEC_1_SN2 - Security Rules for the Objects of SLOVNAFT, a.s., shall result in a permanent prohibition of entry for the concerned person into the premises/objects of the CLIENT.

7.6. If the EMPLOYEE has been proven to have stolen or attempted to steal, the CLIENT is entitled to demand from the CONTRACTOR the payment of a contractual penalty of 1 000,- €. It shall also result in a permanent prohibition of entry into the premises/objects of the CLIENT for the concerned person.

7.7. In the case of a particularly serious violation of the HSE RULES and/or HSE REQUIREMENTS by the CONTRACTOR or its SUBCONTRACTOR, the CLIENT is entitled to charge to the CONTRACTOR a contractual penalty of 3 500,- € and is entitled to withdraw from the CONTRACT FOR WORK. It shall also result in a permanent prohibition for the concerned person to perform any work for the CLIENT. A particularly serious breach of HSE REGULATIONS and/or these HSE REQUIREMENTS is considered to be such a violation, which is objectively capable of endangering the health, life, and/or cause significant harm or damage on a large scale. For the purposes of these GTC, substantial damage is damage in excess of 26 600,- €.

7.8. The CLIENT is entitled to charge to the CONTRACTOR a contractual penalty of 300,- € in case of a work accident of the EMPLOYEE which resulted in that WORKER's incapacity for work lasting more than one (1) day. In case of a fatal accident of an EMPLOYEE the CLIENT is entitled to charge to the CONTRACTOR a contractual penalty of 5 000,- €.

7.9. In case of violation of the HSE REQUIREMENTS the CLIENT is entitled to charge to the CONTRACTOR a contractual penalty specified in the HSE REQUIREMENTS effective at the time of the breach of the obligation.

7.10. The CLIENT shall be entitled to claim from the CONTRACTOR compensation of damage incurred through a breach of an obligation to which the contractual penalty under the CONTRACT FOR WORKS applies. The CLIENT shall be entitled to claim from the CONTRACTOR compensation of damage in excess of the contractual penalty.

7.11. The CONTRACTOR shall pay the contractual penalty and/or compensation of damage invoiced by the CLIENT in accordance with the provisions of these GTC or the HSE REQUIREMENTS within fourteen (14) calendar days from the date of the invoice issued by the CLIENT to the CONTRACTOR. This invoice is not considered an invoice for VAT purposes. The CONTRACTOR´s payment obligation in the payment of the contractual penalty and/or compensation of damage shall be met on the day of crediting the owed amount to the CLIENT´s bank account.

7.12. Acceptance of the performance from the CONTRACTOR, which is not in accordance with the contents of CONTRACT FOR WORK, does not mean in any way the waiver of any claims by the CLIENT resulting from its violation.

7.13. If the CONTRACTOR produces an invoice which fails to meet the elements pursuant to the valid legislation and the CLIENT is imposed a penalty or other sanctions by the financial administration authorities of the Slovak Republic (e.g. non-recognition of the right to VAT deduction and etc.), the CLIENT shall be entitled to charge to the CONTRACTOR compensation of damage in the amount of thus imposed penalty or other sanctions and the CONTRACTOR shall be obliged to pay such invoice to the CLIENT.

7.14. Other claims of the PARTIES for compensation of damage, including lost profits, under the COMMERCIAL CODE shall remain unaffected.

8 SELECTION AND ENGAGEMENT OF SUBCONTRACTOR

8.1. The CONTRACTOR shall have the right to engage SUBCONTRACTORS during the performance of the CONTRACT FOR WORK. The CONTRACTOR has the right to engage only such SUBCONTRACTORS who possess corresponding permits for the activities specified in the subject-matter of the CONTRACT FOR WORK.

8.2. The CONTRACTOR shall be entitled to make use of a particular SUBCONTRACTOR only on the basis of the CLIENT´s prior written consent, unless otherwise specified in this article of these GTC.

8.3. If the PO is annexed with a VENDOR LIST, this VENDOR LIST shall form an integral part of the CONTRACT FOR WORKS and by confirming the PO, the CONTRACTOR unconditionally accepts this VENDOR LIST. For the supply of materials and equipment reserved in the VENDOR LIST, the CONTRACTOR shall be entitled to use only the SUBCONTRACTOR specified in the VENDOR LIST, and no further consent of the CLIENT shall be required. The CONTRACTOR shall be entitled to use a SUBCONTRACTOR other than pursuant to the

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VENDOR LETTER only with the prior written consent of the CLIENT.

8.4. CLIENT accepts a maximum of three (3) levels of the supply chain for the performance of the WORK:

- Level 1 - CONTRACTOR;
- Level 2 – SUBCONTRACTOR (the CONTRACTOR´S supplier);
- Level 3 – contractor of the CONTRACTOR´S SUBCONTRACTOR).

8.5. The CONTRACTOR shall be obliged to prevent the creation of subsequent supply chain levels; otherwise the CLIENT has the right to withdraw from the CONTRACT FOR WORK.

8.6. The CONTRACTOR is obliged to notify the CLIENT in advance about its planned SUBCONTRACTORS at any level of the supply chain who are to be engaged in the performance of the subject matter of the CONTRACT FOR WORK within five (5) WORKING DAYS before they start to execute the works and to ask the CLIENT within the same period to approve the proposed SUBCONTRACTOR if this has not already been done in accordance with the CONTRACT FOR WORK earlier. In case of a SUBCONTRACTOR from a non- European Union country, the CONTRACTOR shall also attach for check to the approval request at the CLIENT´s demand certified copies of residence cards for all EMPLOYEES of such SUBCONTRACTOR from non-European Union countries who will participate in the implementation of WORK, namely under the respective provisions of Act No. 404/2011 Coll. on the Residence of Foreigners and on Amendment and Supplement to Certain Acts, as amended. By acceptance of the PO the CONTRACTOR declares for this case that in respect of these it will have met all the obligations relating to personal data protection and that it will be entitled to provide such data to the CLIENT.

8.7. The consent of the CLIENT with the engagement of the SUBCONTRACTOR shall not relieve the CONTRACTOR from the proper performance of its obligations arising out of the CONTRACT FOR WORK and the related liability to the CLIENT. When providing performance under the CONTRACT FOR WORK through a SUBCONTRACTOR, the CONTRACTOR shall be liable as if it were providing the performance itself.

8.8. The CLIENT shall be entitled to request in writing, giving the reason, that the CONTRACTOR change a SUBCONTRACTOR (the replacement of a SUBCONTRACTOR by another SUBCONTRACTOR). The CONTRACTOR shall not be entitled to refuse such request and it shall be obliged to ensure the performance through other SUBCONTRACTOR approved by the CLIENT as indicated above within ten (10) calendar days or to render the performance itself.

8.9. The CONTRACTOR declares that it has taken notice of the fact that if the CLIENT finds out that the WORK constituting the subject matter of the CONTRACT FOR WORK is rendered by a SUBCONTRACTOR not approved by the CLIENT, the CLIENT shall consider the presence of such SUBCONTRACTOR in the place of implementation of WORK (CONSTRUCTION SITE) to be unauthorized and the CLIENT shall be entitled to prohibit the entry of such SUBCONTRACTOR into the place of implementation of WORK (CONSTRUCTION SITE). Such behavior of the CONTRACTOR shall be deemed a material breach of the CONTRACT FOR WORK, entitling the CLIENT to withdraw from the CONTRACT FOR WORK.

8.10. By acceptance of the PO the CONTRACTOR undertakes, during the effectiveness of the CONTRACT FOR WORK, not to enter into the employment relationship with the employees of the CLIENT or into a similar labor relationship or a relationship under civil/commercial law. The CONTRACTOR is obliged to contractually bind its SUBCONTRACTORS to the same obligation.

8.11. By acceptance of the PO the CONTRACTOR declares that it has been made familiar with the fact that the CLIENT is entitled, even without giving any reason, to refuse the entry of the CONTRACTOR´S employees or natural persons executing the works in the premises of the CLIENT with the consent or knowledge of the CONTRACTOR as well as of the SUBCONTRACTORS of the CONTRACTOR, their employees or natural persons executing the works in the premises of the CLIENT with the consent or knowledge of these SUBCONTRACTORS as well as of any other persons dispatched to perform the works in the premises of the CLIENT on behalf of the CONTRACTOR or its SUBCONTRACTORS.

9 TERMINATION OF THE CONTRACT FOR WORK

9.1. The CONTRACT FOR WORK may be terminated by written agreement of the PARTIES.

9.2. The CLIENT may terminate the CONTRACT FOR WORK at any time with immediate effect without assigning any reason by written notice of termination sent to the CONTRACTOR, which shall take effect on the date of its delivery to the CONTRACTOR. In case of termination of the CONTRACT FOR WORK without giving any reason, the CLIENT shall pay to the CONTRACTOR a pro rata part of the CONTRACT PRICE corresponding to the scope of the WORK performed as of the date of termination of the CONTRACT FOR WORK. In addition to the amount under the preceding sentence, the CONTRACTOR shall not be entitled to any other payments, nor to compensation of damage or lost profits due to the termination of the CONTRACT FOR WORK by the CLIENT.

9.3. The CLIENT is entitled to withdraw from the CONTRACT FOR WORK in writing, even in part, and the CONTRACT FOR WORK (in whole or in part) shall terminate in cases of material breach of the CONTRACT FOR WORK on the date of delivery of the written withdrawal notice to the CONTRACTOR, without affecting any other rights of the CLIENT under the CONTRACT FOR WORK, whereby cases of material breach of the CONTRACT FOR WORK by the CONTRACTOR shall include, in particular, any of the following:

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a) the CONTRACTOR and/or a person acting on behalf of the PROVIDER or representing the PROVIDER has materially breached the conditions of the Business Partner Code of Ethics of MOL GROUP, or
b) the CONTRACTOR has breached its obligation of confidentiality to which it has committed itself in the CONTRACT FOR WORK, or
c) a statement or behavior/ acting of the CONTRACTOR has impaired the reputation or business creditability of the CLIENT or
d) prior to the expiration of the time for performance of the WORK under the CONTRACT FOR WORK, it is apparent that the CONTRACTOR would perform its obligations under the CONTRACT FOR WORK with substantial delay (the WORK will not be completed in a timely manner) or will not be properly constructed and the CLIENT has no interest in performance with such delay or defects, or
e) The CONTRACTOR has failed to perform its obligation under the CONTRACT FOR WORK within the deadline specified in the CONTRACT FOR WORK and the CLIENT is no longer interested in acceptance of the late performance or the CONTRACTOR has failed to meet its obligation even within the additional period determined/specified by the CLIENT, or
f) the CONTRACTOR has not performed the WORK properly, in the agreed quality, i.e. has not fulfilled the quality, technical and/or guaranteed parameters of the WORK within the meaning of the CONTRACT FOR WORK, generally binding legal regulations, valid Slovak technical standards (STN, STN EN), MGS or the WORK is not constructed in accordance with the project documentation and/or the legally valid building permit/notification and the written notification of the building authority to the notification, or
g) the CONTRACTOR has breached the HSE REGULATIONS or the HSE REQUIREMENTS in a particularly serious manner, or
h) a SUBCONTRACTOR, not approved by the CLIENT, has been involved in the execution of the WORK at any level of the supply chain; or
i) during the execution of the WORK, the CONTRACTOR has breached the ban on illegal employment pursuant to the IILLEGAL WORK ACT, or
j) the CONTRACTOR has breached the obligations relating to insurance, or
k) the CONTRACTOR has repeatedly or materially breached its other contractual obligations set forth in the CONTRACT FOR WORK, or
l) the CONTRACTOR is insolvent, has filed a bankruptcy petition, a bankruptcy order has been filed for its assets, or the bankruptcy proceedings have been dismissed due to insufficient assets of the CONTRACTOR or restructuring proceedings have been initiated against the CONTRACTOR or the CONTRACTOR has entered into liquidation, or
m) there have occurred other reasons for the CLIENT´s withdrawal set out in the CONTRACT FOR WORK or elsewhere in these GTC.

In the aforementioned cases the CLIENT is entitled to withdraw from the CONTRACT FOR WORK at its discretion.

9.4. In case of withdrawal from the CONTRACT FOR WORK for any reason, the PARTIES shall mutually settle their receivables and payables arisen until the effective date of withdrawal from the CONTRACT FOR WORK according to the rules contained in this provision of the GTC. Withdrawal from the CONTRACT FOR WORK shall not apply to activities and deliveries already performed, i.e., the CLIENT shall have the right to continue to use all documents, materials, equipment and work already delivered in accordance with the CONTRACT FOR WORK and to use them for the completion of the WORK by another contractor without any liability or additional obligation to the CONTRACTOR. The CONTRACTOR shall not be obliged to refund the corresponding part of the CONTRACT PRICE already received from the CLIENT or to which it is still entitled in this respect under the CONTRACT FOR WORK. In the event of withdrawal from the CONTRACT FOR WORK, the warranty period for the parts of the WORK already executed and retained by the CLIENT shall commence at the moment of withdrawal from the CONTRACT FOR WORK, if it has not commenced earlier. The above procedure does not apply if defects in the documentation, materials, equipment or works already delivered were the reason for the CLIENT's withdrawal from the CONTRACT FOR WORK, in which case the PARTIES shall be obliged to return to each other the performance already received under the CONTRACT FOR WORK.

9.5. The withdrawal by the CLIENT from the CONTRACT FOR WORK shall not affect its right to assert its claims arising out of a breach of the CONTRACT FOR WORK, including its right to compensation for any possible damage.

9.6. Written notice of withdrawal from the CONTRACT FOR WORK shall be delivered to the CONTRACTOR by certified mail, return receipt requested, sent to the address of the CONTRACTOR's registered office.

9.7. Termination of the CONTRACT FOR WORK for any reason whatsoever shall not affect the right for compensation of damage arising out of the breach of the CONTRACT FOR WORK, the contractual provisions relating to the choice of law, settlement of disputes between the PARTIES, contractual penalty, defect liability for the WORK, and other provisions of these GTC which according to the CONTRACT FOR WORK or with respect to their nature shall survive the termination of the CONTRACT FOR WORK.

10. CIRCUMSTANCES EXCLUDING LIABILITY/VIS MAIOR

10.1. It shall not be considered a breach of the CONTRACT FOR WORK, if either of the PARTIES is unable to fulfil its contractual obligations due to an obstacle occurred beyond the will of the liable

PARTY and is prevented by this obstacle from performing its obligation, unless it can be reasonably assumed that the liable PARTY could have averted or overcome this obstacle or the consequences thereof and could have foreseen this obstacle at the time of establishment of the obligation (e.g. war, nation-wide strike, earthquake, flood, fires, terrorist attack, etc.), with such obstacle directly preventing the PARTY that invokes its occurrence from performing its obligations (hereinafter referred as "CIRCUMSTANCES EXCLUDING LIABILITY/VIS MAIOR").

10.2. The PARTY which is in breach of its obligation or which, taking into account all the circumstances, should know that it will have breached its obligation arising out of the CONTRACT FOR WORK as a result of CIRCUMSTANCES EXCLUDING LIABILITY/VIS MAIOR shall be obliged to notify the other PARTY in writing of the threat or the occurrence of CIRCUMSTANCES EXCLUDING LIABILITY/VIS MAIOR along with the consequences and the expected duration thereof. This PARTY shall be obliged to submit the notification without undue delay after it becomes aware of these circumstances or could have been aware while exercising due diligence. The damage resulting from the failure to notify or from late notification of the threat or occurrence of CIRCUMSTANCES EXCLUDING LIABILITY/VIS MAIOR shall be borne by the PARTY responsible for such late notification. At the request of the other PARTY, the affected PARTY shall submit a document confirming the existence of the CIRCUMSTANCES EXCLUDING LIABILITY/VIS MAIOR issued by the respective authorities or an organization representing the interests of the country of origin.

10.3. Unless otherwise agreed in writing by the PARTIES, the contractually agreed periods shall be extended by the duration of the CIRCUMSTANCES EXCLUDING LIABILITY/VIS MAIOR.

10.4. If the duration of the CIRCUMSTANCES EXCLUDING LIABILITY/VIS MAIOR exceeds thirty (30) days, the PARTIES shall be obliged to conduct negotiations about possible change/modification of the CONTRACT FOR WORK. Unless such negotiations are completed successfully within ten (10) days, either of the PARTIES shall be entitled to withdraw from the CONTRACT FOR WORK. The PARTIES shall be obliged to settle without undue delay their mutual receivables and payables arisen prior to the termination of the CONTRACT FOR WORK.

10.5. By concluding the CONTRACT FOR WORK, the PARTIES declare that they are both aware of the existence of the coronavirus pandemic (COVID-19) and of the content of the official restrictive measures issued by the authorities in the Slovak Republic and/or in any other state relevant to the subject matter of the CONTRACT FOR WORK by the date of conclusion of the CONTRACT FOR WORK and undertake to perform their obligations under the CONTRACT FOR WORK with this knowledge. The PARTIES declare that the coronavirus pandemic (COVID-19) does not in itself constitute grounds for exemption from the contractual obligations under the CONTRACT FOR WORK.

10.6. By concluding the CONTRACT FOR WORK, the PARTIES declare that they are both aware of the Russian invasion of Ukraine, which commenced on 24 February 2022, and undertake to perform their obligations under the CONTRACT FOR WORK with that knowledge. The PARTIES declare that the Russian invasion of Ukraine does not in itself constitute grounds for exemption from the contractual obligations under the CONTRACT FOR WORK.

11. CONFIDENTIALITY OBLIGATION

11.1. The PARTIES agree that all information and facts acquired by them in any manner about the other PARTY and its activity in connection with the conclusion and performance of the CONTRACT FOR WORK, but not only in connection therewith, as well as the contents of the CONTRACT FOR WORK shall be deemed confidential and have the nature of a trade secret. The PARTIES shall be obliged not to disclose or make such information and facts available to third parties and not to use them for any purpose other than for the performance of the CONTRACT FOR WORK.

11.2. This provision shall not apply to disclose of information by the CLIENT to the members of the MOL GROUP and also to its auditors, legal and tax counsellors, financial and insurance institutions who are either bound by the general professional confidentiality obligation stipulated or imposed by law or are obliged to maintain confidentiality based on a written agreement with the CLIENT.

11.3. The obligation of non-disclosure (confidentiality) shall not apply to the information and facts that:

a) are publicly available or which become public not due to the fault of the receiving PARTY, or
b) have been provably known to the other PARTY prior to the conclusion of the CONTRACT FOR WORK, or
c) the PARTY has obtained from a third party which is not bound by the confidentiality obligation towards the PARTY whom such information concerns, or
d) are to be made available and disclosed in accordance with the generally binding legal regulations, stock exchange regulations or request of the competent authorities to the extent specified by the generally binding legal regulations.

11.4. The CONTRACTOR undertakes to provably bind also its EMPLOYEES and SUBCONTRACTORS to comply with the confidentiality obligation.

11.5. Termination of validity and effectiveness of the CONTRACT FOR WORK for any reason shall not affect the confidentiality obligation which shall survive the termination of validity and effectiveness of the CONTRACT FOR WORK.

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12. INSURANCE

12.1. By acceptance of the PO the CONTRACTOR declares that it has taken out effective policies at its own expense to the extent of the insurance below and undertakes to maintain these policies valid and effective over the term of the CONTRACT FOR WORK (execution of WORK) and duly pay the premium. The CONTRACTOR shall provide the CLIENT with a copy of these insurance policies/certificate of insurance together with the terms and conditions of insurance upon the CLIENT's request.

12.2. CONTRACTOR's required scope of insurance:

- property damage insurance to cover losses or damages to the CONTRACTOR´s property including construction equipment owned, leased or rented by the CONTRACTOR,
- third party liability insurance for damage caused in the performance of its activities, which also covers any damage caused by the CONTRACTOR to the CLIENT in the performance of the CONTRACT FOR WORK and/or defective performance of the CONTRACT FOR WORK,
- transport/marine insurance to cover transportation of equipment and materials until arrival at the site of the WORK.

The other insurance obligations which the CONTRACTOR is obliged to meet under the applicable generally binding legal regulations, including insurance of EMPLOYEES such as accident insurance, health insurance, shall not be affected by the foregoing in any way whatsoever.

12.3. The CONTRACTOR shall be obliged to ensure that its SUBCONTRACTORS that will participate in the performance of the CONTRACT FOR WORK under the terms and conditions set out in the CONTRACT FOR WORK have taken out insurance policies to the extent and under conditions set out in point 12.1 and 12.2 of this article of GTC and duly pay the premium.

12.4. The preceding conditions relating to insurance shall not limit in any way whatsoever the obligations and liabilities of the CONTRACTOR for the losses and damages set out in these GTC and in the applicable generally binding legal regulations.

13. DELIVERY, COMMUNICATIONS, REPRESENTATIVES OF THE PARTIES

13.1. Any notice to be sent by either PARTY to the other PARTY under the CONTRACT FOR WORK, in particular, but not limited to, notices, requests, proposals, appeals or other legal acts containing the exercise of a right or a claim, shall be delivered in person or by a registered letter at the registered office address of the other PARTY specified in the business/trade register, unless other delivery address is provably notified to the PARTY and provided that no other method of delivery is set out in these GTC.

13.2. If the PARTY to whom the notice is addressed does not accept it for any reason, it shall be deemed to have been delivered (i) on the date of expiry of the collection period in the case of deposit at the post office, even if the PARTY to whom the notice is addressed did not become aware of the delivery (deposit at the post office), or (ii) on the date on which the PARTY to whom the notice is addressed refuses to accept the delivery of the parcel.

13.3. In case of personal delivery, the notice shall be deemed to have been delivered upon its physical delivery to the addressee, in case of the CLIENT at its mailroom. In the cases set out in these GTC a notice may be also delivered by e-mail. In case of notices to be delivered by e-mail, a notice shall be deemed to have been received (delivered) at the time of its sending by the PARTY to the e-mail address of the other PARTY (contact person of the CLIENT specified in the PO, its annexes or the contact person of the CONTRACTOR set out in the PO confirmation), unless other e-mail delivery address is provably notified to the PARTY provided that if such notice is sent after 03:00 pm on the WORKING DAY or on Saturday, Sunday or a holiday, such notice shall be deemed to have been delivered on the next WORKING DAY.

13.4. All information and requests and any other communications related to the CONTRACT FOR WORK in technical and commercial matters shall be forwarded and notified in writing, i.e. by letter or e-mail to the contacts set out in the PO, its annexes or the PO confirmation.

14. CHOICE OF LAW, DISPUTE RESOLUTION

14.1. The legal relations not expressly provided for in the CONTRACT FOR WORK shall be governed by the relevant provisions of the COMMERCIAL CODE (in particular the provisions of Section 536 et seq. governing the contract for work), as well as by other relevant generally binding legal regulations of the Slovak Republic.

14.2. The PARTIES shall endeavor to settle any disputes related to the CONTRACT FOR WORK amicably (out-of-court). If the disputes are not settled amicably out of court, the dispute will be decided by a court with substantive and local jurisdiction according to the seat of the defendant in accordance with Act No. 160/2015 Coll., the Code of Civil Contentious Procedure, as amended.

14.3. If the CONTRACTOR has its registered office outside the territory of the Slovak Republic, differently from point 14.2. above, the PARTIES, within the meaning of Sections 3 and 4 paragraph 1 of Act No. 244/2002 Coll. on Arbitration as amended, have agreed by concluding the CONTRACT FOR WORK (by confirming the PO) that all disputes arising out of or related to the CONTRACT FOR WORK (including disputes on non-contractual claims) will be decided in arbitration according to the Rules of Procedure of the Arbitration Court of the Slovak Bar Association. The dispute shall be decided by three (3) arbitrators. The language of the arbitration shall be English. The place of arbitration shall be Bratislava (Slovak Republic). The arbitration clause shall be governed by the law of the Slovak Republic.

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15. FINAL PROVISIONS

15.1. The CONTRACTOR shall be entitled to make references to the CONTRACT FOR WORK or to the cooperation with the CLIENT only upon a prior written and explicit consent of the CLIENT. The CLIENT shall be entitled to revoke its prior consent at any time in writing without giving a reason.

15.2. The CLIENT shall be entitled to assign/transfer the CONTRACT FOR WORK or any part thereof as well as the respective rights and obligations arising for it out of the CONTRACT FOR WORK to a third party and it shall be obliged to notify the CONTRACTOR thereof in writing in advance. By acceptance of the PO, the CONTRACTOR gives its irrevocable consent to such an assignment/transfer.

15.3. The CONTRACTOR shall not be entitled to assign/transfer the CONTRACT FOR WORK or any part thereof or the respective rights and obligations arising out of the CONTRACT FOR WORK to a third party without a prior written consent of the CLIENT.

15.4. By acceptance of the PO the CONTRACTOR confirms that it has read the MOL GROUP Business Partner Code of Ethics available at www.slovnaft.sk or www.molgroup.info, it understands its contents and indicates its willingness to abide by it and be bound by its provisions and rules, and at the same time, the CONTRACTOR declares that it will not plead lack of knowledge or misunderstanding of these requirements during the performance of the CONTRACT FOR WORK.

The CONTRACOTR undertakes to immediately inform the CLIENT on a breach of the MOL GROUP Code of Ethics and Business Conduct and the implementation of corrective actions.

The CONTRACTOR acknowledges that if norms of the MOL GROUP Business Partners Code of Ethics are permanently or substantially breached in the sphere of interest of CONTRACTOR (i.e. by own conduct of the CONTRACTOR or by suppliers or sub-contractors, intermediaries, proxies or agents) the CLIENT reserves the right to apply corrective measures up to and including termination of business co-operation in accordance with the applicable law, irrespective of the otherwise applicable legal consequences set forth in these GTC.

The CONTRACTOR acknowledges that breach of the MOL GROUP Code of Ethics and Business Conduct can be determined in accordance with the principles stated in the MOL GROUP Ethics Council Rules of Procedure (Appendix of the MOL GROUP Code of Ethics and Business Conduct) under which the MOL GROUP Ethics Council has the power to establish material ethics breach.

If allegations of non-compliance or breach emerge, the CONTRACTOR commits itself to co- operate in clarification. As part of this co-operation MOL GROUP companies participating in the clarification, may ask for verification by any of the following means and for corrective measures if there is a reason for concern:

- Self-Assessment: fill in a questionnaire, conduct internal investigation or solicit information from a third party, e.g. a data provider or public information on compliance.
- Certifications/Statements: certification or statement confirming compliance.
- On-Site Audits: MOL GROUP or a third party acting on MOL GROUP's behalf may ask the CONTRACTOR for permission to verify compliance on site.

15.5. By conclusion of the CONTRACT FOR WORK, the CONTRACTOR confirms that it has read the CODE OF RESPONSIBLE PROCUREMENT available at https://molgroup.info/en/about-mol-group/supplier-center/responsible-procurement, it understands its contents, indicates its willingness to abide by it and be bound by its provisions and rules, and at the same time, the CONTRACTOR declares that it will not plead lack of knowledge or misunderstanding of these requirements during the performance of the CONTRACT FOR WORK.

15.6. Change in identification data of the company/entrepreneur incorporated in the Business Register/Trade Register or other register (e.g. change of registered office/principal place of business, representative) as well as change in identification numbers (in particular VAT ID No.), change in the bank account number, change in the department responsible for the conclusion and performance of the CONTRACT FOR WORK or change in contact and authorized persons shall not be deemed the changes requiring an amendment to the CONTRACT FOR WORK. The PARTY shall be obliged to notify the other PARTY of changes in these data in writing without undue delay, however, not later than ten (10) calendar days prior to adoption of any change, or within ten (10) calendar days after these changes come into force (registration).

15.7. PARTIES shall comply with the rules of the Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation; hereinafter referred to as "Regulation") and Act No. 18/2018 Coll. on Personal Data Protection and on amendment and supplementation of certain acts (hereinafter referred to as "Act") when processing personal data.
According to the CONTRACT FOR WORK both PARTIES shall be deemed as data controllers concerning the personal data of contact persons and other cooperating subjects specified in the CONTRACT FOR WORK.
The PARTIES process the following personal data of the contact persons and other cooperating persons: name, surname, title, e-mail address, telephone number, company address, job position/function, signature.
By concluding the CONTRACT FOR WORK, the PARTIES declare that they have a legal basis for the provision (transfer) of personal data and the data

subject has been informed of the provision of personal data to the other PARTY. The privacy notice shall contain the elements required by the Regulation respectively by the Act.

All information regarding the protection of personal data and the rights of the data subject in the processing of personal data and obligations of the CLIENT as the controller is published and updated on the website https://slovnaft.sk/sk/.

If an employee or any other person of the CONTRACTOR who has been entrusted with the performance of the CONTRACT FOR WORK enters the premises of SLOVNAFT, a.s. and for the purpose of authorizing the entry, the personal data of this person is provided in advance to SLOVNAFT, a.s., the CONTRACTOR shall make available to these persons prior to the provision of the data the privacy notice for Entry procedure, which is available on the website www.slovnaft.sk, About us, the link Personal data protection.

Based on the request of any PARTY, the other PARTY undertakes to demonstrate at any time the provision of privacy notice, including the transfer of personal data within the meaning of the above provisions.

15.8. By concluding the CONTRACT FOR WORK, the PARTIES declare that the subject matter of the CONTRACT FOR WORK, as well as future business relations between the PARTIES and third parties relating to the subject matter of the CONTRACT FOR WORK, and the PARTIES themselves and their representatives, are not subject to restrictive measures by the United States of America, the United Nations Security Council, the European Union, a Member State of the European Union or the United Kingdom (hereinafter: “Trade Restrictions”). Neither PARTY shall be obliged to perform any obligation required by the CONTRACT FOR WORK against the other PARTY (including without limitation an obligation to perform, deliver, accept, sell, purchase, pay or receive monies to, from, or through a person or entity), if such performance violates applicable Trade Restrictions.

15.9. The CONTRACT FOR WORK may be modified and amended only based on a written agreement of both PARTIES.

15.10. The special terms stated in the PO including its Annexes shall prevail over the provisions of these GTC.

15.11. These GTC shall apply to the contractual relationship established by the CONTRACT FOR WORK (by acceptance of the PO) exclusively. Different business terms and conditions of the CONTRACTOR shall not apply to the contractual relationship established by the CONTRACT (by acceptance of the PO) even if it has notified the CLIENT of its own, different terms and conditions or if such terms and conditions are printed on documents of the CONTRACTOR, in particular on the PO acknowledgement.

15.12. The CLIENT shall be entitled to amend these GTC at any time. The amended GTC shall become an integral part of the CONTRACT FOR WORK once approved by the CONTRACTOR. The CONTRACTOR shall agree to an amendment to the GTC if it has not notified the CLIENT in writing within 15 days from the date of delivery thereof of its disagreement therewith. To avoid any doubt, an amendment to the GTC shall not affect the validity and effectiveness of the CONTRACT FOR WORK entered into prior to the amendment of the GTC.

15.13. These GTC come into force and effect on the date of their issue.

In Bratislava on 1st March 2023

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