

**GENERAL DELIVERY TERMS FOR SUPPLIERS OF SERVICES AND MATERIAL
For PYRONOVA Group**

Rev. 01/2010

01/Jan/2010

I. Scope of Application

- 1.1. Reference to these Delivery Terms constitutes certain parts of the content of "Contract for Work", "General Contract" or "Purchase Order/Contract" (hereinafter "Contract") signed between Contractor and Customer, or between Buyer and Seller, which are companies of PYRONOVA Group in the Slovak Republic, the Czech Republic, the Republic of Romania, the Republic of Bulgaria, and the Republic of Ukraine. These "General Delivery Terms for Suppliers of Services and Material for Pyronova Group" are inseparable part of each Contract.
- 1.2. Should the Object of Contract imply that performance, actions and other obligations specified in these Delivery Terms shall not apply to certain subject of work, it is stipulated that also the relevant provisions of these Commercial Terms to be fulfilled by Contractor shall not apply.

II. Sources for Performance of Work

- 2.1. Sources for Work Performance are specified in the Contract. Sources are mostly administrative decisions, relevant permissions and statements, or project documentation.
- 2.2. Contractor confirms that he has evaluated submitted sources with professional care, particularly the project documentation, and that he considers them to be without errors.
- 2.3. Contractor is obliged, as necessary or required by the Customer, to elaborate production documentation at his own expenses, which shall constitute detailed elaboration of the documentation for construction, processed subsequent to localization according to real conditions made by Contractor, and in conformity to contractual documents, applicable laws, hygienic and technical standards, particularly for machinery and electronic equipment of stable fire fighting systems or other systems. Production documentation made by Contractor is subject to approval by Customer, whereas possible approval of the documentation by Customer shall not relieve the Contractor from liability for defects in the work. Contractor is not entitled to use such production documentation to perform the work without prior approval by Customer. Production documentation elaborated by Contractor shall be submitted in three copies and one digital version to the Customer for approval at least 14 days before commencement of work. It is stipulated that by approval of the production documentation the Customer does not assume the liability for its accuracy or completeness, or for the result of work.
- 2.4. Contractor is obliged to notify the Customer in writing without undue delay, but not later than before the commencement of work, of any defects, discrepancies or deficiencies found in submitted project documentation and in other submitted sources, materials or objects taken over from the Customer to perform the work, including proposals for solutions that shall be implemented upon the agreement between the Contracting Parties.
- 2.5. Unless Contractor gives written notification or fills his obligation to investigate the submitted project documentation, other documents or objects, he shall be liable to the Customer for all resulting damages.

III. Performance of Work

- 3.1. Contractor is obliged to perform the work with professional care with no defects or outstanding work so as to be complete, functional and meeting the required purpose, and to safeguard it until the takeover by Customer. When meeting this undertaking, Contractor is obliged to perform the work in accordance with the Contract as well as in compliance with laws, applicable Slovak technical standards referring to the material and operations performed under the Contract, including technical standards that are not generally binding, and with decisions, statements or other arrangements of the public authorities, particularly with the building permission. Fulfilment of the obligations implied by peremptory laws

and binding decisions, statements or other arrangements of the public authorities is always preferred, if in conflict with other Contractor's obligations per previous sentence.

- 3.2. Contractor undertakes to perform all works, operations or other fulfilments at his own costs and risks, even if not explicitly specified in the Contract as part of the work, as far as performance thereof is, or becomes inevitable for proper performance of work. This includes but is not limited to supply of necessary products, components or other materials, transportation thereof to the place of fulfilment, provision of lifting devices, construction, operation and removal of the equipment at the construction site, ensuring the traffic and other arrangements implied by the performance of work, winter arrangements, fire protection and OH&S, transport and technical disposal of waste produced by the performance of work, necessary take of public areas and any other fulfilments needed for proper performance of work. In the event that the Contractor should use the equipment of the construction site constructed or assured by Customer, Contractor is obliged to pay a fee of 2% of the price of work specified in the Contract to the Customer for such use, based on invoice issued by the Customer. Be it necessary for the Contractor to use special tools, machinery and equipment (e.g. drilling machines, folders, threaders, spraying machines, work platform etc.) to perform the work, Contractor may hire them from the Customer. Customer will hire the above machinery and tools to the Contractor based on "Leasing Contract" according to Customer's current price list.
- 3.3. When performing his job under this Contract, Contractor is obliged to follow the applicable construction schedule, keep building diary or assembly diary (hereinafter "Building Diary"), and follow the instructions from the Customer. Should the Contractor fail to follow the instruction from the Customer without undue delay, Customer is entitled to write the instruction to the Building Diary or send a written order to the Contractor. Should even such written order remain unfulfilled by the Contractor for three days upon its entry to the Building Diary or delivery, or should the Contractor fail to follow the construction schedule, the Customer is entitled to use measures as he deems necessary to have the work performed at the Contractor's expenses. Customer is entitled to account any such incurred costs against the amounts outstanding to the Contractor or against the amounts that will be due in future. Exercise of titles implied by this article shall by no means limit the liability of the Contractor for the work being performed. Contractor is obliged to immediately fulfil the instructions given by Customer, should such instructions apply to the matters related with public relations, adjacent real properties or compliance with legal rules.
- 3.4. Contractor undertakes to observe the Customer's decision to reduce the scope of fulfilment, as far as the total value of fulfilment reducing the scope of work stated based on unit prices listed in the quotation from the Contractor does not exceed 10% of the price of work. In such event the price of work is reduced by the price of fulfilment that will not be implemented based on the Customer's decision. Customer undertakes to announce such decision to the Contractor in writing not later than two days before commencement of the fulfilment that is eliminated to reduce the subject of the contractual work. Contracting Parties undertake that any other modification in fulfilment shall be implemented by amendment to the Contract. For the purposes of such amendment, Customer will submit to Contractor a request for modification and ask the Contractor to submit following in writing, not later than 2 days upon submission of such request:
- a) Fixed price for additional costs with item budget for the fulfilment according to such request;
 - b) Fixed deadline in which the Contractor is able to perform the work or delivery;
 - c) Possible requests for additional information concerning the scope of work or coordination with other Contractors.
- Should the modification be proposed by Contractor, the Contractor will submit such proposal to the Customer at least 2 days before discussing it with the Customer, presenting source materials under this clause at the same time. If Customer and Contractor come to agree on costs and other points of suggested modifications, extra work or less work, the Customer will write the amendment to the Contract that becomes binding for both Contracting Parties once signed. Unless

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there is change in partial deadlines or final deadline for the work explicitly stated in the amendment, the deadlines arranged in the Contract apply. Unless there is alteration in price explicitly stated in the amendment, the price arranged in the Contract applies.

- 3.5. Minor modifications and adjustments to the work with no impact on price, deadline or resulting product manufacture qualities, may be decided and confirmed by the Customer's representative at the construction site in matters of contractual implementation, via entry in the Building Diary. Contractor is obliged to carry out such minor modifications specified in the Building Diary without undue delay.
- 3.6. Contractor is obliged without undue delay or on agreed terms to regularly resolve any shortcomings found and identified during the performance by the Customer's authorized representative for quality matters, in accordance with project documentation and as specified in the Building Diary.
- 3.7. Contractor will submit to the Customer technological procedures (technological regulations binding for the performed works) 10 days before commencement of work.
- 3.8. Contractor will submit the following to the Customer during the performance of work, or after finishing the work, depending on circumstances:
- a) Documents on quality of inbuilt materials (Declaration of Conformity, Certificate) in compliance with the Act No. 264/1999 Coll. on Technical Requirements for Products and on Conformity Assessment and on Amendment of Certain Acts, as amended, and with related enactments of binding force;
 - b) Written documents (evaluations) on performed inspections, test checks and measurements, within 2 working days upon the performance thereof;
 - c) Other documents necessary for acceptance procedure, not later than 14 days before commencement of the acceptance procedure.
- 3.9. Contractor undertakes to invite the Customer via entry in the Building Diary to inspect all work that is to be inbuilt or become inaccessible, not later than 4 days in advance. Should the Customer fail to appear and perform inspection of such work, the Contractor will continue with work. Should the Customer subsequently require uncovering such work, Contractor is obliged to meet his requirement at Customer's expenses, provided that such subsequent inspection will not detect improper performance of work. Otherwise, Contractor will bear all costs. If the Contractor fails to invite the Customer to inspect such work, Contractor is obliged to uncover such work at Customer's written request in the Building Diary, and cover it again, bearing all related costs even if the work was performed properly.
- 3.10. Contractor undertakes to invite the Customer via entry in the Building Diary to participate in prescribed or agreed tests, not later than 4 days in advance.
- 3.11. Operational substances and energies necessary to perform prescribed and agreed tests shall be provided by Contractor at his expenses, or upon agreement with Customer.
- 3.12. Customer may require that Contractor's workers or subcontractors, or subcontractors' workers that are considered by the Customer as incompetent or otherwise unqualified in relation to the performance of work, be replaced by other workers; Contractor is obliged to meet such requirement without delay.
- 3.13. Contractor is obliged to interrupt the performance of work based on Customer's written instruction given to him by the Customer. For such instruction, entry in the Building Diary is sufficient too. Unless agreed otherwise by the Contracting Parties, the deadline for performance of work is prolonged by period, for which the performance of work was interrupted by Contractor based on the Customer's instructions. However, if the reason for the Customer's instruction to interrupt the performance of work was violation of Contractor's duties, no right to prolong the fulfilment deadline results.

Contractor is obliged to continue in performance of work based on the Customer's instruction, once the reasons for interruption of performance of work expire.

- 3.14. Contractor is entitled to interrupt the performance of work for necessary period, if during the performance of work he finds hidden obstacles making it impossible to perform the work in the arranged way. If the work is interrupted by the Contractor, Contractor undertakes to notify the Customer in writing about this fact not later than 12 hours upon detection thereof, and make an entry in the Building Diary about such fact, together with report on presumed duration and causes of the interruption of work.
- 3.15. For any interruption of work, Contractor undertakes to recommend to the Customer in writing a proposal to ensure the most practical and efficient way to remove obstructions to the performance of work. Contractor undertakes to implement measures approved by Customer. Moreover, Contractor undertakes to make every effort to eliminate the reasons leading to interruption of work.
- 3.16. Customer undertakes to give an opinion on the Contractor's proposals related to the interruption of work, always within 3 working days upon receipt thereof. Once the obstructions to the performance of work have been eliminated, Contractor undertakes to continue performing the work in the way and scope as arranged in this Contract.

IV. Place of Work

- 4.1. The place of work is the construction site, unless the nature of work suggests otherwise.
- 4.2. Contractor declares that he has verified the place of work and compared it to the contractual documents that he had carefully read through, and checked the places designated for temporary equipment of the construction site. No compensation will be consequently provided to Contractor for consequences of his aberrations, neglect, or failure to get information about the conditions at the place of work or its vicinity.
- 4.3. Contracting Parties will make written entry about handover/acceptance of the construction site to the Contractor, specifying particularly the scope and condition of the construction site, demarcation of basic directional and height points, access roads and places to sewer connections, possibly the arrangements for waste and outlet water disposal, and areas designated for the construction site equipment.
- 4.4. Customer will designate connection points for power and water intake. Contractor will ensure, at his own costs and risks, the connection of the equipment with the connection point, as well as measuring instruments, unless agreed otherwise by the Contracting Parties. Contractor will pay to the Customer the price for taken amount of power and water based on prices arranged with their suppliers.
- 4.5. Contractor is not entitled to place designation of his business name at the construction site, nor any other designation expressing his participation in the construction.
- 4.6. The place of work is opened exclusively to individuals listed in the list of workers submitted to the Customer prior to commencement of work, or specified in the Building Diary. Other individuals may only enter the construction site with the consent of Customer's representative who is specified in the Contract as the Customer's responsible representative in matters of work implementation, based on the entry in the Building Diary and accompanied by the person designated by the Customer. Customer is not liable for any damage incurred by violation of this provision.
- 4.7. Contractor can only use the construction site premises for the purposes related to the performance of work. For parking motor vehicles at the construction site, Contractor is only entitled to use premises

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designated by the Customer for that purpose. Accommodation of people at the construction site is prohibited.

- 4.8. Contractor is obliged to clear the construction site including the construction site equipment within five days upon the day of handover/acceptance of the Object of Contract / the work.

V. Deadlines for Fulfilment

- 5.1. The deadline for commencement and completion of work, as well as partial deadlines for the performance of work, are specified in the Contract.
- 5.2. The work is performed according to the schedule, which is part of the Contract, the deadlines of partial fulfilment (work progress) specified in the schedule are binding for the Contractor and failure to comply with them is a substantial violation of the Contract.

VI. Building Diary (Assembly Diary)

- 6.1. Contractor is obliged to keep Building Diary from the commencement day of performance of work until the day of eliminating the last defect. Contractor will have the Building Diary stored at the place of work, being accessible for the Customer's representative each day during the working hours.
- 6.2. Contractor will keep daily records in the Building Diary with following content as minimum:
- a) Date
 - b) Number of Contractor's workers participating in performance of work
 - c) Weather
 - d) Description of performed operations
 - e) Possible extraordinary events, e.g.:
 - Occupational injuries;
 - Collisions with other contractors;
 - Interruption of performance of work including the reason for interruption;
 - Communication of covering a part of the work;
 - Communication of the extra work need;
 - f) Communication of elimination of deficiencies found by the Customer or a third party
 - g) Communication of the term for upcoming tests, preliminary acceptance and final acceptance.
- 6.3. Customer is entitled to give his opinion on each entry and make his own entries into the Building Diary, also Contractor being entitled to give his opinion on them.
- 6.4. Contractor will make entries into the Building Diary in such number of copies so as the Customer can receive two copies thereof. Contractor is obliged to submit these two copies of each entry to the Customer at the Customer's prompt.
- 6.5. Entries in the Building Diary do not have power to alter the content of rights and duties implied by the provisions of the Contract or these Delivery Terms.

VII. Invoicing and Payment Terms

- 7.1. Customer will pay the price of the work or its part based on invoices issued by the Contractor, or partial invoices (hereinafter "invoices").
Invoices with taxable fulfilment in previous month shall be delivered to the filing office Pyronova s.r.o., not later than the 10th day of the following month, or the due date will be counted from the first working day of the subsequent month.
- 7.2. Maturity of all tax documents - invoices is 60 days upon the delivery thereof at the address of the Customer specified in the Contract (delivery means filing at the filing office Pyronova s.r.o.), unless

different maturity date is specified in the Contract. Inseparable and inevitable part of all invoices is a list of performed operations agreed and confirmed by the Customer, invoice summary, detection protocol, and for the final invoice also record about handover/acceptance of the Object of Contract / the work confirmed by the Customer, documents about elimination of all defects and outstanding work, and the list of all partial invoices.

- 7.3. The day of the invoice payment is the day when the amount outstanding is written off from the Customer's account in favour of the Contractor's account specified in the Contract for Work.

- 7.4. Should the price of work be paid via monthly partial invoices (partial fulfilment), the Contracting Parties have agreed on the delivery date of taxable fulfilment, which is considered the last day of the calendar month when the work or its part was realized. The taxable fulfilment delivery date on the final tax document i.e. final invoice is the handover/acceptance date specified in the handover/acceptance record.

- 7.5. Tax documents i.e. invoices shall always have the following data:
- a) Contractor's business name, ID, VAT ID, and registered office based on the extract from the Companies Register, or place of business based on the trade licence;
 - b) Customer's business name, ID, VAT ID, and registered office based on the extract from the Companies Register;
 - c) Serial number of voucher i.e. invoice,
 - d) Contract number, construction name, object and scope of taxable fulfilment, including the term when the work was realized;
 - e) Issue date of the invoice;
 - f) Taxable fulfilment delivery date;
 - g) Total price excluding VAT;
 - h) VAT rate;
 - i) VAT amount in SKK, even if the invoice is issued by Contractor located in the SR in another currency, e.g. EUR;
 - j) Total price;
 - k) Account of possible partial payments or advance payments that have been paid and included into the voucher;
 - l) Retention amount;
 - m) Payment method, banking institution and Contractor's account number to be used for payment, variable symbol;
 - n) Signature of the person issuing the invoice;
 - o) Other appurtenances of a tax document in compliance with the applicable VAT regulations.

- 7.6. Should the tax document/invoice not include all appurtenances listed under clause 7.5 of this article or list them incorrectly, or should it not include appendices required under 7.2 of this article, Customer is entitled to return it to be rewritten, within 14 days upon the delivery of such document to the Customer. In the returned tax document/invoice, Customer will specify the reason for return. New maturity period starts upon the delivery of corrected or newly issued tax document/invoice.

- 7.7. If there is not agreement between the both Contracting Parties as for quantity or type of the performed work, Contractor is only entitled to invoice the work where there have been no discrepancies. If the Contractor's invoice includes items that were not approved by Customer in the detection protocol, or other faults, Customer is entitled to return the invoice.

- 7.8. Customer is entitled to retain, free of interest, part of the payment in amount of 10% of each payment excluding VAT as a guarantee to meet the duties and obligations by Contractor implied by the contract, particularly for faults in work that will occur during the performance of work or within the warranty period, for the purposes of coverage thereof (hereinafter "retention amount"). Customer is entitled to use such retention amount to cover the expenses incurred to Customer in cases where the Contractor does not ensure fulfilment of his duties and obligations implied by the Contract in time within the agreed period. The retention amount will be released to the Contractor as follows:

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- a) 50% of the retention amount upon official acceptance of the whole work by Customer and elimination of all faults or outstanding work in the work performed by Contractor, implied by the acceptance certificate;
- b) The remaining 50% of the retention amount will serve to ensure Contractor's liability for possible faults in the work during the warranty period, and this will be paid to Contractor upon the expiration of the warranty period, within 30 days upon written appeal from Contractor, provided that all faults asserted by the Customer within the warranty period have been eliminated.
- 7.9. Should the Owner reproach any faults in work, operations or other fulfilment within the Contractor's liability, and retain payments to the Customer for this reason, Customer is entitled to retain the amount of payments to the Contractor corresponding to the amount retained by the Owner. Such right expires in the moment when the Contractor shows the performance of the fulfilment within his liability with no faults. This is with no prejudice to the agreed retention amount. Should the Owner be late with payment to the Customer for the price of work or its part for reasons other than faults in fulfilment by the Contractor, which the Contractor is liable to Customer for, Customer undertakes to advance to the Contractor the part of the claim against the Owner corresponding to the price of work, and Contractor undertakes to receive such part of the claim against the Owner. Contracting Parties agree that contract on advancing the above claim corresponding to the amount of Contractor's claim against the Customer based on this Contract will be signed within 30 days upon the appeal from the Customer. If the agreed advance of the claim is not possible, particularly due to prohibition thereof on the part of the Owner, in the event that the Owner is late with payment for the price of work or its part for reasons other than faults in fulfilment by the Contractor, which the Contractor is liable to Customer for, Customer is entitled to retain amount from the payments to Contractor corresponding to the amount that was not paid by the Owner, for the period of Owner's delay with payment.
- 7.10. Appendix to any partial invoices as well as the final invoice is the list of performed operations and detection protocol, filled in according to 7.2. of these Delivery Terms that are the appendix to the Contract. In the list, detailed records of the performed work will be included for the given period, as well as the price based on the item budget, or the Customer will be entitled to reject it. The detection protocol and the list of performed operations will be signed by the Customer's Project Manager. Otherwise, Customer is not obliged to pay the invoiced price, and is entitled to return the invoice with consequences as specified in 7.6 of these Delivery Terms.
- 7.11. At Customer's request, Contractor will provide the Customer with documents attesting that he has paid customs, relevant taxes and fees.
- VIII. Handover/Acceptance of Work**
- 8.1. Prior to handover of the work, Customer will, based on written notice about completion of the work from the Contractor, call for preliminary handover of work, where the Customer will review the readiness of the work for acceptance procedure, and quality and completeness of the performed work will be assessed. Customer will elaborate a protocol about the preliminary acceptance, including particularly the specification of possible faults preventing from the acceptance of the work, which will serve as groundwork for subsequent acceptance procedure for the Object of Contract / the work. The preliminary acceptance is not a substitution for acceptance of work or for the specification of faults in the work.
- 8.2. The work is considered complete from the moment of signing the record on handover/acceptance of the completed work, wherein it is explicitly stated that the Customer accepts the work.
- 8.3. Based on successful preliminary acceptance, Contractor will notify the Customer on readiness of the work for acceptance via entry in the Building Diary, and Customer will call the acceptance procedure
- within 7 days upon the notice. Contractor is obliged to submit the Object of Contract / the work to the Customer not later than the last day of the delivery period (deadline to complete the work). Contractor is obliged to hand over the Object of Contract / the work to the Customer in condition according to the Contract, making all necessary repairs or replacement deliveries and performance to this end at his own expenses, if there are any faults in the work and/or the work was damaged, dispossessed or destroyed in any way. Contractor will report to Customer any damage, loss or deterioration without delay, and Customer will determine deadlines and manner to eliminate and compensate for them.
- 8.4. Handover/acceptance of the Object of Contract / the Work is preconditioned by successful performance of all tests prescribed in particular by relevant regulations, applicable standards, project documentation and by Customer. Contractor will perform them at his own expenses. Contractor will submit the protocol on test results to the Customer within 2 days upon performing the tests. All documents the Contractor is obliged to provide to support the proper performance of work, will be submitted by the Contractor to the Customer not later than the day of preliminary acceptance procedure. It includes but is not limited to following documents:
- a) Project of actual work in three copies and two digital copies (-dwg.) The Project of actual work means current project for construction with engineering drawing of any deviations of performed work from the original construction project. Each sheet of the project of actual work shall have a stamp on it, signature of the Contractor's responsible worker, and the date of preparation;
 - b) All prescribed documents attesting proper and superior performance of work including "Contractor's Declaration of Quality and Completeness of Work", which have not been demonstrably submitted by the Contractor to the Customer before signing the handover/acceptance record;
 - c) Use, Operation and Maintenance Manuals in Slovak language, in four copies;
 - d) List of replacement parts, if required by Customer;
 - e) Draft Service Agreement (for technological sets and technical equipment);
 - f) Warranty cards for products and equipment;
 - g) Declaration of Conformity;
 - h) Documents of personnel training;
 - i) Other documents required by Customer during the performance of work;
 - j) Other documents required by decisions of administrative bodies or other relevant authorities.
- 8.5. If detected during the acceptance procedure of the entire construction by the Owner, or during statutory approval, that it is necessary to provide other documents, Contractor undertakes to submit such documents to the Customer within the deadline determined by the Customer based on the requirement from the Owner or relevant authority.
- 8.6. Failure to provide, or providing of erroneous, incorrect or incomplete documents required in the Contract for Work, will be considered as improper performance of work.
- 8.7. At handover of the Object of Contract / the work, Customer will make a record based on successful acceptance procedure that will be signed by all parts in the acceptance procedure. Signing this record constitutes the handover of the Object of Contract / the work to the Customer. Handover may be rejected, if faults are detected or not all documents necessary for the acceptance procedure were submitted.
- 8.8. If any faults are detected during the performance of the Object of Contract / the work, Customer is entitled to interrupt the acceptance procedure, make a record of detected faults with the deadlines for elimination, and take the acceptance procedure again after inspecting the elimination of faults.
- 8.9. Contractor is obliged to and undertakes to eliminate faults during the course of performance of the Object of Contract / the work even if the

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Customer is late with invoice payment, or the Customer is entitled to eliminate the fault himself or with a third party's help at the Contractor's expenses.

IX. Liability for Faults and Warranty on Quality

9.1. Contractor is responsible for the work meeting the quality requirements specified in the project documentation and in the Contract, performed, protected and labelled according to STN, STN EN, STN ISO, and corresponding to technical requirements for constructional products per the Act No. 264/1999 Coll. on Technical Requirements Placed on Products and on Conformity Assessment and on Amendment of Certain Acts as amended, and Act No. 90/1998 Coll. on Building Products as amended, as well as other laws.

9.2. In the event that the Contractor has elaborated or ordered elaboration of production documentation or other project documentation, he is responsible for suitability of the solution included in the project documentation, its technical feasibility in compliance with legal regulations and relevant Slovak Technical Standards, and for taking into account the purpose of the Contract so that the construction might be performed in an economical way and in compliance with firm time schedule.

9.3. Contractor grants warranty to the Customer on quality of work for the warranty period. The warranty period commences on the day of handover/acceptance of the work and expires after 63 months, unless another warranty period is provided in the Contract, and provided that the Contractor will notify the Customer of this in writing not later than 2 months before expiration of the warranty period, inviting the Customer to inspect the work in the presence of the Contractor and to examine its condition and possibly eliminate any deficiencies and faults, or the warranty period is prolonged by the time that the Contractor has delayed with fulfilment of this duty.

9.4. As far as the nature of faults permits, and if the Customer have not chosen another claim for the work faults, Customer may eliminate the fault himself or have it eliminated by a third party, provided that the Customer asserted this right in the fault notification. Contractor is obliged to pay to the Customer any costs that the Customer has advisably expended to eliminate such fault. Eliminating the faults at the Contractor's expenses is with no prejudice to the Contractor's liability for faults, or to the warranty on quality, or to the scope thereof.

9.5. Should the Customer choose the right for appropriate discount from the price of work as a claim for the work faults, such right is with no prejudice to the Customer's claim for compensation of lost profit until granting the discount, due to insufficient properties of the work subject to the discount.

9.6. Should the Contractor be late with elimination of reported fault, Customer may eliminate such fault himself or have it eliminated by third party, even if he have not asserted such right in liability for faults before, and the Contractor is obliged to pay him the expenses that the Customer has advisably expended to this end. Customer will notify the Contractor of such procedure in advance as possible. Eliminating the faults at the Contractor's expenses is with no prejudice to the Contractor's liability for faults, or to the warranty on quality, or to the scope thereof, as well as with no prejudice to the contractual fine for delay in fault elimination.

9.7. In the event of fault to jeopardize the safety or operation of the work or in the event of an accident, Contractor is obliged to eliminate the faults under complaint at his own expenses within 24 hours from asserting thereof.

9.8. The warranty period is always prolonged by the time when the parts of the work where the fault was eliminated or that are related with faulty fulfilment are not available for use due to faults that the Contractor is liable for. However, if the fault made it impossible to use even other parts of the work or the entire work, the warranty period is prolonged

for the relevant part of the work or for the entire work respectively.

9.9. If the Contractor fails to eliminate the faults under complaint from the work within the specified period, Customer has the right to utilize retention amount to eliminate the detected fault. This is without prejudice to the Customer's claims due to work faults.

9.10. If new work is delivered, due to elimination of emerged fault within complaint under warranty, Contractor will grant warranty given by the manufacturer for respective elements, in the minimum duration stated in the Contract.

9.11. Should the Contractor's undertaking to perform the work expire entirely or partly other than by payment, Contractor is responsible for faults in fulfilment, performed by Contractor when performing the work, and accepted by the Customer, to the extent and under conditions as if the Contractor's undertaking to perform the work expired by payment. Customer is obliged to notify the Contractor of any faults in such fulfilment without undue delay, when found, but not later than before expiration of the warranty period, which commences on the day when the Contractor's undertaking to perform the work expired entirely or partly other than by payment.

X. Proprietary Rights and Damage Risk

10.1. Proprietary rights to machinery, equipment, material or facilities that are part of the work are transferred to the Customer at the moment of delivery to the place of work.

10.2. In the event that the Contractor has elaborated or ordered elaboration of production documentation or other project documentation for proper performance of work, Customer becomes owner of such documentation from the moment of creation thereof. Should such action of the Contractor lead to creation of work under Copyright Act, invention or industrial design, Customer becomes a user of such work, i.e. an exclusive and time unlimited licence holder, from the moment of creation thereof. The price for this right of use is included in the price of work. Contractor declares that no person has rights for submitted objects such as to limit the Customer's rights under this provision. In the event that this statement is proved untrue, Contractor is obliged to pay the incurred damage to the Customer and ensure undisturbed exercise of the Customer's rights at his own expenses.

10.3. From the construction site handover to the Contractor, the Contractor bears the risk of damage to the work, to the items designated to performance thereof, and to the construction site including underground networks. Risk of damage to the work is transferred from Contractor to Customer at the acceptance of the Object of Contract / the work by the Customer. However, if the Customer has accepted the Object of Contract / the work with faults or outstanding work, the damage risk is only transferred to the Customer upon elimination of all faults or outstanding work listed in the handover/acceptance record of the Object of Contract / the work. Risk of damage to the construction site is transferred to the Customer upon clearing and handover of the construction site by the Contractor via written record. Contractor bears the risk of damage to the aids, materials, tools, or other property provided to him by Customer to perform the work under the Contract, until it is returned to the Customer or used up to perform the work. In the event of deterioration, loss, theft or impairment of such Customer's property, Contractor will pay to the Customer the cost of acquisition thereof, or costs for repair thereof, if the damage can be repaired.

10.4. Contractor bears the risk of damages incurred to any part of the work, equipment, or materials, until the handover/acceptance of the work. Contractor also bears the risk of damages incurred to equipment, machinery, tools or other items available to perform the work, including those transported to the place of work.

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XI. Contractual Fines

- 11.1. If the Contractor violates his duties under Articles XVI, XVII and XVIII of these General Delivery Terms, Contractor is obliged to pay the contractual fine of 330 EUR for each individual case of violation to the Customer, within 14 days upon notification thereof to the Contractor. If damage is incurred, Contractor is also obliged to eliminate harmful consequences of violation of his duties at his own expenses, or pay to Customer all costs, if the Customer has eliminated the consequences himself. If occupational accident occurs due to violation of OH&S directives or duties under the Article XVII of these General Delivery Terms on the part of Contractor, or if severe bodily injury or death occurs, Contractor is obliged to pay the contractual fine of 8300 EUR to the Customer, as well as compensatory damages beyond the contractual fine, based on the invoice issued by the Customer.
- 11.2. Should the Contractor fail to meet the deadline for finishing the work or any of agreed partial deadlines for performance of work according to the schedule approved by the Customer, Contractor will pay the contractual fine of 0.5% of the price of work for each pending day of delay to the Customer, unless otherwise agreed in the Contract, based on the invoice issued by the Customer.
- 11.3. Should the Contractor fail to eliminate faults listed in the handover/acceptance record for the Object of Contract / the work, or faults asserted within the warranty period or the period of liability for faults, within the agreed or appropriate time, Contractor is obliged to pay the contractual fine of 330 EUR for each fault and day of delay to the Customer, based on the invoice issued by the Customer.
- 11.4. For delay in clearing the place of work, including the delay in disposal of the construction site equipment, the Contractor will pay to the Customer the contractual fine of 330 EUR for each day of delay until the day of clearing the place of work or clearing the construction site equipment, based on the invoice issued by the Customer, unless the failure to comply with this contractual obligation was due to Customer or any obstacle emerged during the performance of work independently of the Contractor's will, that the Contractor cannot foresee, fend off, or overcome even using professional care.
- 11.5. For failure to comply with the obligation to regularly resolve, without undue delay or within agreed deadlines, any faults found and identified during the performance by the Customer's authorized representative, Contractor will pay to the Customer the contractual fine of 165 EUR for each day of delay and for each fault that was not properly eliminated, based on the invoice issued by the Customer.
- 11.6. Contractor is obliged to demonstrably make all his workers, as well as all his suppliers and their workers, obliged to keep secrecy. In the event of violation of secrecy obligation, whether by any Contracting Party, or by subject that the Contracting Party was obliged to put under secrecy obligation, the relevant Contracting Party is obliged to pay to the aggrieved party the contractual fine of 8300 EUR, based on the invoice issued.
- 11.7. Other fines
Should the Contractor fail to comply with obligation agreed under the Contract, Customer may award him contractual fine of 830 EUR, based on the invoice issued by the Customer, in particular for following other violations:
- Failure to submit documents on origin and quality of materials, and failure to submit the project of actual performance of work;
 - Displaying Contractor's promotional or information tables not permitted by Customer;
 - Failure to provide agreed design documentation and documents for technological components;
 - Violation of ethical principles specified in these Commercial Terms;
- At the same time, Customer is entitled to suspend the payments for the price of work.
- 11.9. In the event of violation of contractual obligation, and based on the amounts of contractual fines specified in the Contract for Work,

Contractor is obliged to pay to the Customer for each such violation the contractual fine in the amount specified in the Contract for Work, based on the invoice issued by the Customer.

- 11.10. In the event of violation of Contractor's obligations under Article XVI, clause 16.2 or 16.3, or Article XV, Contractor is obliged to pay to the Customer the contractual fine of 33,220 EUR, based on the invoice issued by the Customer.
- 11.11. In the event of backing out of the Contract under Article XII or Article XIII, Contractor is obliged to pay to the Customer the contractual fine of 10% of the price of work, based on the invoice issued by the Customer.
- 11.12. Customer is entitled to make credit of his claim for contractual fine against the Contractor's claim for the price of work or its part.
- 11.13. Payment of the contractual fine is without prejudice to the Customer's claim for the compensatory damages due to Contractor's violation of duty, as well as against third parties.
- 11.14. In the event of violation of duties implied by Competition Law, Contractor is obliged to pay to the Customer the contractual fine of 5.0 million SKK.

XII. Backing out of Contract on the Part of Contractor

- 12.1. Contractor may only back out of the Contract for the reasons and in the manner specified in the Commercial Code.

XIII. Backing out of Contract on the Part of Customer

- 13.1. Customer may back out of the Contract for Work due to breach thereof under the Commercial Code, as well as for following reasons:
- The Contractor's property is subject to bankruptcy or debt restructuring, or under liquidation. Contractor is obliged to notify the Customer about this without delay.
 - The Contractor is in delay with fulfilment of his undertaking under the Contract or approved work schedule for the period longer than 7 calendar days.
 - During the fulfilment of his undertaking, Contractor fails to eliminate faults in his work that he was notified of in writing, within the deadline specified in the written notice, which is considered as substantial breach of his contractual obligation for this case.
 - Contractor, despite written warning, performs his works in a nonprofessional way or in conflict with the project documentation, or uses faulty or other than approved materials to fulfil his obligation, which is considered as substantial breach of his contractual obligation for this case.
 - Contractor violates relevant OH&S directives, or violates the provision in the Article VII. of these Commercial Terms.
 - Contractor violates the provision of the Article XVIII. of these Commercial Terms.
- 13.2. In the event of backing out of Contract for the reasons specified under clause 13.1. of this article, Customer is entitled to ensure the realization of the work using another Contractor/third party, and the Contractor agrees that the price for the work contracted to another Contractor/third party, which was not performed at all or in full range, may be increased not more than 30% of the price of work agreed between Customer and Contractor, whereas this sum will be deducted from the price of the Contractor's work, and Contractor agrees with this.

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XIV. Advancement and Accounting of Claims. Payments to Subcontractors

- 14.1. Contractor is not entitled to advance any claim against the Customer based on provisions of this Contract to a third party without written consent from the Customer.
- 14.2. Contractor is not entitled to account his claims against the Customer with the Customer's claims against the Contractor.

XV. Advancement of Work to Third Parties

- 15.1. Contractor is not entitled to entrust a third party with performance of work without prior written consent from the Customer. If the consent is given, Contractor remains responsible as if performing the work himself.

XVI. Environment and Waste Management

- 16.1. When performing the Contract, the Contractor is obliged to keep the construction site tidy and clean as much as possible. Contractor is obliged to remove waste and impurities produced by his work at his own expenses. Contractor is obliged to ensure disposal of produced waste in compliance with Act. No. 223/2001 Coll. on Waste and on Amendment of Certain Acts, as amended. Contractor is obliged to ensure complete prescribed documentation implied by law. At Customer's request, Contractor is obliged to submit such documentation. If there is a separate waste collection system in place at the construction site and the Contractor is invited to participate in this system, he is obliged to participate, follow the separation and storage system for each type of waste, and to partake in costs related to waste disposal in agreed amount. If there is any type of waste that will not be collected in compliance with the separate waste collection system established by the Customer at the building site, Contractor is obliged to collect such waste and dispose of it at his own expenses in compliance with applicable law.
- 16.2. In the event of Contractor's failure to comply with his duties related to cleanness at the construction site and access communications, Customer will ensure this at the Contractor's expenses, whereas any possible fines or compensatory damages imposed on the Customer in relation to Contractor's violation of this duty will be paid by Contractor.
- 16.3. Contractor undertakes that structural mechanics will be safeguarded against possible risk of operational fluids leakage and that gas-engines will not be left running without reason. Contractor is prohibited from any maintenance and refill of operational fluids at the construction site.
- 16.4. Contractor is fully responsible for environmental protection and disposal of waste produced by his work, and bears all possible financial consequences imposed by governmental authorities operating in the field of environmental protection for failure to comply with legal regulations governing the environmental protection.
- 16.5. Contractor is obliged, at the Customer's request, to provide list of hazardous chemical substances and preparations, as well as copies of safety data sheets used at the construction site, and work with them in compliance with the Act No. 163/2001 Coll. on Chemical Substances and Chemical Preparations as amended. For hazardous chemical substances and preparations classified under the Act No. 163/2001 Coll. on Chemical Substances and Chemical Preparations as amended, Contractor is obliged to submit to the Customer documents on training given by an authorized person to Contractor's employees working with such substances and preparations.
- 16.6. Contractor is responsible for compliance with the Act No. 543/2002 Coll. on Nature and Landscape Protection as amended, and shall not make damage to timbers or other greenery in the vicinity of the

construction site. Permission to cut out trees will be negotiated by the Contractor in compliance with the Act No. 543/2002 Coll. on Nature and Landscape Protection as amended, and for overflow land, the permission shall also be obtained from water management authority in compliance with the Act No. 364/2004 Coll. on Waters as amended.

- 16.7. Contractor is obliged to allow the Customer's authorized employee to enter to premises in Contractor's use at the place of work, with the purpose to inspect compliance with applicable laws. Moreover, Contractor is obliged to allow the Customer's authorized employee to make his own inspection. The goal of the inspections is to verify compliance with legal requirements in the field of environmental protection and with the provisions of these Delivery Terms.
- 16.8. Contractor is obliged to get familiar with and follow the Customer's environmental policy.
- 16.9. If there is an environmental programme in place for the construction, involving the Contractor within fulfilment of his contractual obligations, the Contractor is obliged to follow the specified instructions. Contractor will be notified about the programme in writing prior to commencement of his work.

XVII. Health and Safety

- 17.1. When performing the work, Contractor is obliged to follow the directives on occupational health and safety. Contractor is responsible for injuries and damages due to violation or neglect of safety standards according to applicable laws.
- 17.2. Contractor's workers and representatives are obliged to follow the instructions of the Customer's (or Owner's) surveillance authorities (safety engineer, quality check associate, power-supply director, etc.) and the managerial staff of the construction site (project manager, construction manager, or supervisor). If any violation of directives about occupational health and safety on the part of the Contractor's workers or representatives is detected, the Contractor is obliged to provide the remedy in accordance with instructions from the Customer's surveillance bodies or representatives, including enforcement of prohibition of work or ban for people violating the above principles.
- 17.3. The Contractor in compliance with his obligations towards the Customer, following safety instructions apply:
- a) Performance of work may only be commenced upon prior discussion with the construction manager. Discussion must include specification of the scope of work, work procedures, and access roads. Special emphasis shall be put on occupational health and safety, which must be particularized and complied with in relation with the Customer's productive activity and with takeover of the place of work. The discussion on occupational health and safety shall include cautions about all hazardous areas with extra risk of occupational injuries, and delimitation of liability for each work area, including informing about occupational risks. Another element is informing about placement of first aid resources. The discussion shall be recorded at least in form of entry in the Building Diary. Written record on the discussion about the scope and course of work will be signed by Customer's responsible representative and the Contractor. These representatives are also responsible for informing all other involved or affected Contractor's staff about the content of agreements. At the Customer's request, the Contractor's manager is obliged to submit the documents about prescribed training given to the Contractor's workers. In the event of damage to health of people due to improper work environment with no party designated as responsible, the liability is transferred to the employer of the affected worker.
- b) Workers involved in performance of work through the Contractor are obliged to use specified personal protection equipment during the work, in particular crash helmets and safety footwear, safety

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- vests, and other protective equipment specified by relevant directives. Contractor is obliged to ensure protective equipment for his workers and to enforce and inspect the use thereof. When performing the agreed work, Contractor is obliged to use equipment in accordance with applicable laws, in particular with the Act No. 264/1999 Coll. on Technical Requirements for Products and on Conformity Assessment and on Amendment of Certain Acts, as amended, with prescribed revisions, inspections, checks and other documents necessary for operation thereof in compliance with applicable laws and standards. At the request from the Customer's surveillance bodies and workers authorized to lead the construction, Contractor is obliged to submit the above valid documents.
- c) The Contractor's workers are obliged to be labelled at a visible place on their clothes or crash helmet with an identification label stating the Contractor's (or Customer's, depending on the written agreement) company name and the name of the worker.
- d) The Contractor's workers are obliged to fulfil their duties in the scope of conditions, instructions, information, risk analyses, hazards, and risk identification to ensure occupational health and safety and fire protection.
- e) Prior to commencement of work, Contractor has familiarized himself with security and equipment at the construction site, and with the requirements for occupational safety contained in the project documentation of the construction.
- f) Prior to commencement of work, Contractor undertakes to get familiar with possible health risks implied by his work, and with risk assessment, preventive and protective measures for the Customer's workers.
- g) Contractor is obliged to create conditions to ensure occupational health and safety for the employees working at a common workplace within the scope of Contractor's the work.
- h) Contractor is obliged to comply with all applicable regulations related to occupational health and safety, in particular the applicable Act. No. 124/2006 Coll. on Occupational Safety and Health Protection and on the Amendment of Certain Acts, as amended, and the Public Notice No. 374/1990 Coll. on Occupational and Technical Safety at Construction Works, as amended. Moreover, Contractor is obliged to appoint his worker to organize and manage the Contractor's workers, to assign the work only to workers who are capable in terms of health and professional skills, and to have responsibility for ensuring the occupational health and safety for all subordinates in compliance with the above regulations. The above appointed worker will ensure that his subordinate workers be informed about risks related to the performed work in terms of occupational health and safety, and will notify about all hazards at the construction site with increased risk of injury.
- i) Contractor is responsible for order and tidiness at his workplace. First of all, Contractor is obliged to remove all material residues during the course of work to the agreed locations specified in the construction site/workplace handover record. Moreover, Contractor is obliged to secure the consigned working premises, roads and paths, passages, etc. All safety precautions shall be kept in compliance with the Public Notice No. 374/1990 Coll. Occupational and Technical Safety at Construction Works, as amended, as well as with other legal regulations on occupational safety listed under clause 17.3 letter h), or related regulations, STN or instructions and conventions valid at the Customer's location.
- j) The place of work and separate workplace areas shall be enclosed and secured according to applicable laws on occupational safety or other instructions from the Customer.
- k) Contractor and the Contractor's workers may only work at sites and in premises where performing their work duties and where they were instructed about occupational safety and possible injuries. When entering the workplace, sanitary facilities, etc., workers may only use communications specified by the Customer.
- l) Contractor may only establish dumps and small storage places for material in the areas designated as such by the Customer, in compliance with relevant provisions of the Public Notice No. 374/1990 Coll. on Occupational and Technical Safety at Construction Works, as amended, or with regulations listed under clause 17.3 letter h).
- m) The above agreements also apply to all third parties' employees working for the Contractor.
- 17.4. Any occupational injury of a worker participating in the performance of work through the Contractor shall be promptly reported by the responsible worker to the Customer's responsible worker for the Customer to be able to immediately participate in the investigation of causes and circumstances of the injury. For registered occupational injuries, the Contractor's responsible worker is obliged to submit signed copy of "Injury Record" to the Customer's representative within seven days.
- 17.5. Contractor takes notice of prohibition of alcohol drinks and other psychotropic substances, bringing thereof to the workplace, as well as entrance to the workplace under influence of alcohol drinks and psychotropic substances. Violation of this prohibition will be detected using breath test or other tests necessary to detect such substances; Contractor's representatives and employees are obliged to undergo such tests. In the event of positive test result or refusal of test (refusal will be considered as positive test result), the Contractor's workers will be banned from the construction site and further proceedings will be taken against them, whereas they will no longer work at the construction site during the realization of the construction. Breath testing is in the competence of the Customer's responsible workers, or in his absence of a representative designated by them; other necessary tests will be carried out in cooperation with health care institutions.
- 17.6. The Contractor's workers performing works in height or above free depth, partly within the area with collective security and partly outside, are obliged to wear a safety instrument with connecting rope and hand lever brake fastened on their body during all the work. However, this is without prejudice to the workers' obligation to suitably safeguard themselves when performing the work where there is risk of fall from height or to depth at the workplace with no collective security.
- XVIII. Fire Protection (FP)**
- 18.1. Rights and duties of participants in the field of fire protection implied by local generally binding legal regulations and standards.
- 18.2. Workers, representatives and other people participating in fulfilment of the Object of Contract / Contractor's work are obliged to follow the instruction and submit to Customer's surveillance bodies and government authorities in the field of fire protection (hereinafter FP) in compliance with general and internal Customer's directives for surveillance. Competencies of the Customer's surveillance body are on the shoulders of OH&S and FP engineer and the job project manager.
- 18.3. Contractor's obligations:
- a) Observe FP policies, comply with legal regulations and technical standards related to FP;
- b) Specify fire prevention measures and require ensuring the FP when performing work, or in objects with increased fire hazard, also with respect to other companies working for the Contractor;
- c) Ensure that the workers be trained on FP prior to entrance to the Customer's construction site in compliance with § 4 Sec. e of the Act No. 314/2001 Coll. on Fire Protection as amended, in compliance with the Public Notice No. 121/2002 Coll. on Fire Prevention as amended, and according to valid fire protection project;
- d) Ensure that the performed work be safeguarded in terms of fire protection (fire extinguishers, escape ways, fire protection

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- surveillance); Ensure permission for works in areas with increased fire hazard;
- e) Submit written report to the Customer about each fire that has occurred at the workplaces handed over to the Contractor. This obligation is without prejudice to the Contractor's obligation to report any fire to fire brigade and other local government authorities;
 - f) Perform surveillance in Contractor's facilities in compliance with FP directives;
 - g) Ensure follow-up surveillance upon finishing the work with open fire, and finishing other works with increased fire hazard, in compliance with the requirements of the Public Notice No. 121/2002 Coll. on fire prevention as amended, and in compliance with STN related to the performed work.

XIX. Business Secrecy

- 19.1. Contracting Parties undertake, in compliance with provision of the Commercial Code, to keep secrecy of the other Contracting Party's confidential information before third parties during their contractual relation and five (5) years following the termination thereof, with the exception when such information are required by court or other authorized body.
- 19.2. For the purposes of this Contract, confidential information is any information of any kind including business information (predominantly on topics subject to business secrecy), technical procedures and practices, as well as any other information gathered prior to or after signing this Contract, obtained by the Contracting Party during verbal discussions or through any other communication vehicle.
- 19.3. Contracting Parties undertake to ensure that confidential information is only available exclusively for the workers with the business need thereof, and that the workers be obliged to keep secrecy of the confidential information according to 19.1 of this article.
- 19.4. Contractor (and his possible suppliers) shall not make copies or any other reproductions of the confidential information beyond the scope of reasonable need, whereas the Contractor shall safeguard such documents against misuse and ensure proper filing and retention thereof.

XX. Ethical Principles

- 20.1. Contractor undertakes to keep all below principles of the Customer's Ethical Code, and declares his present compliance with them.
 - a) We comply with all legal requirements applicable in the countries where we operate.
 - b) We respect the United Nations Organization Universal Declaration of Human Rights and are aware of our responsibility to keep these rights in relation to our operation towards our workers and communities where we work and live.
 - c) We undertake to do our business with the highest moral and ethical standard.
 - d) We are open to dialogue with those affected by our operation. We answer the questions from external parties and communicate with subjects impacted by our work in a timely and efficient manner.
 - e) We do not use compulsory or slave labour or any other forms of non-voluntary labour at our workplaces. We do not allow any practices to limit the workers' free movement.
 - f) We employ no people younger than the minimum age specified by law.

- g) We offer equal opportunities to all, regardless race, colour, gender, nationality, religion, ethnical affiliation or other differentiating characteristics. We do not allow discrimination or harassment.
- h) We offer safe and healthful working environment and undertake to continuously improve it. Written instructions on occupational health and safety are available at all workplaces in writing; We also put them in practice.
- i) We recognize the workers' right to establish labour unions and become members thereof in compliance with the principles, law and order in each country.
- j) We will not act in violation of any applicable competition law.
- k) We will not offer or provide any unauthorized payment or other entertainment to any person or subject with the intention to induce the person or subject to act contrary to their prescribed obligations with the goal to get or maintain business for the Customer.
- l) We will not request or accept any unauthorized amount or other entertainment offered with the intention to induce us to act contrary to our prescribed obligations.
- m) We think in advance to determine what kind of impact will our work have on the environment, and we base our decisions on available and relevant facts.
- n) If there are suitable alternatives available, we avoid materials and methods implying risk for the environment. We endeavour to recommend our clients to use better alternatives with respect to the environment, whenever the circumstances allow.
- o) We do not get involved in operations bringing implausible environmental and social risks. We endeavour to identify such risk as soon as possible, to be able to take adequate measures and decisions in time.

XXI. Insurance

- 21.1. Contractor is obliged to ensure full insurance of the construction, i.e. including insurance of the Contractor's risks and insurance of direct and consequent damages caused to third parties due to the Contractor's operation, by making an insurance contract on construction and assembly cross insurance to cover possible damages incurred by performance of work, including all third parties of the Contractor's subcontractors at the construction site into the insurance, who have relevant authorization to carry out the agreed work and operations, as well as to cover direct and consequent damages cause to third parties caused by the operation of the Contractor or his subcontractors.

XXII. Representatives of the Contracting Parties

- 22.1. The list of persons authorized to operate in the matters of this Contract, in particular in matters related to the performance of work and in technical matters, on behalf of the Customer and the Contractor, is an appendix to this Contract, or the persons are specified directly in the header of the Contract.
- 22.2. In addition to contractual representatives of each party (in the Contract referred to as participants' contractual representatives/statutory representatives), responsible workers of the Customer and the Contractor may be appointed and authorized to negotiate on technical, accounting and other matters related to the performed work.
- 22.3. At the Customer's request, the Contractor's representative shall be replaced, if he fails to show sufficient cooperation, with possible result in making the work or other operations more difficult. This provision shall not be used if the person excuses himself from the meeting well in advance, at least one day. Customer is entitled to require the Contractor to send another competent representative

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furnished with relevant authority, particularly in the event that the Contractor's absence at such meeting would make it more difficult to manage the construction, coordinate the subcontractors, etc. Contractor is not entitled to refuse.

- 22.4. To change the designation of any representatives of the Contracting Parties, modification of the Contract is not necessary. However, the relevant Contracting Party is obliged to announce such change to the other Contracting Party without undue delay via entry in the Building Diary and consequently confirm it in writing announcement to the address for delivery of letters. The change comes into effect towards the other Contracting Party by the delivery of the notification.

XXIII. Delivery

- 23.1. The address for delivery of letters is the address specified in the Contract, or the address announced as such by the Contracting Party in writing to the other Contracting Party after signing the Contract.
- 23.2. Unless otherwise specified in the Contract, the declaration of sender's will toward the recipient is properly exercised even at the moment when the recipient refuses to receive the declaration of will or otherwise willfully makes the delivery impossible, or when the mail licence holder sends the declaration of will sent to the delivery address back to the sender as undelivered for any reason.

XXIV. Final Provisions

- 24.1. Individual provisions of this Contract are separable in the way that nullity of any one of them does not cause nullity of the Contract as a whole.
- 24.2. The Contract including these Delivery Terms is governed by the law of the Slovak Republic, and any possible conflicts arising from this Contract belong to the courts of the Slovak Republic.
- 24.3. Contractor is not entitled to negotiate directly with the Owner or higher Contractor without previous written consent, in particular about price matters. Violation of this provision is considered as substantial breach of the Contract.
- 24.4. Provisions of these General Delivery Terms come into force for the participants by the effective date of the Contract that they are inseparable part of.
- 24.5. Contractor is obliged to get familiar with these General Delivery Terms and as a sign of his consent to deliver one undersigned original to the Customer within five (5) days upon delivery. If the Customer does not receive the undersigned original from the Contractor within this period, Customer deems that the Contractor fully agrees with the entire General Delivery Terms.
- 24.6. These General Delivery Terms are an inseparable part of each Contract for Work.

In date.....

Contractor (Seller):
