

# **BUSINESS TERMS AND CONDITIONS**

for purchase of performances and services

## **1 GENERAL PROVISIONS**

- 1.1 These business terms and conditions (hereinafter referred to as "BTC") regulate the main tenets and principles of business relations between the customer and the contractor in the case that the customer is the joint-stock company Železiarne Podbrezová a.s. with registered office: Kolkáreň 35, 976 81 Podbrezová, ID number: 31 562 141, registered in the Commercial Register of the District Court of Banská Bystrica, section: Sa, insert no.: 69/S.
- 1.2 The contractor is a natural person - an entrepreneur/legal person who will conclude a contract with the customer for the work for the purpose of completing the work (hereinafter referred to as the "contractor").
- 1.3 Arrangements deviating from the terms and conditions are valid only if it is explicitly stated in the concluded contract for the work and agreed by the contracting parties.
- 1.4 Legal relationships not regulated by the contract for work or these terms and conditions are governed by the relevant provisions of the current legislations of the Slovak Republic.

## **2 CONTRACT FOR WORK**

- 2.1 The customer's order delivered to the contractor constitutes a proposal for concluding a contract for the work. Written confirmation of the customer's order by the contractor without additions, changes to reservations, etc. is considered to be the conclusion of a contract for work. In such a case, the contractual relationship is established on the date of written confirmation of the customer's order by the contractor. The execution of any changes by the contractor in the order does not establish the creation of a contract for the work. The contractor's response to the customer's order or proposal, which contains additions, reservations, changes, etc. is considered a new proposal, as well as the customer's response with an amendment, reservation, change to the contractor's changes. Silence or inaction of one of the contracting parties does not in itself mean confirmation of the proposal of the contracting party. The mutual written confirmation of all amendments, changes, reservations and additions to the order by the contracting parties is considered to be the conclusion of the contract for the work, unless the contracting parties agree otherwise (point 2.2).
- 2.2 To the written request of the contracting party, to the the contractor's written confirmation of the customer's order without additions, changes and reservations, etc., or the mutual written confirmation of all additions, changes and reservations and additions made by the contracting parties to the order, is the basis for the preparation of a written draft contract for the work. In such a case, the contractual relationship is created only by concluding a contract for the work in written form.
- 2.3 Any changes or termination of the Contract for work must always be in writing, otherwise they are invalid.
- 2.4 When concluding the contract for the work, the contractor shall present and hand over to the customer a photocopy of the insurance policy on liability for damage caused in connection with securing obligations under the contract with an amount of insurance amount at least equal to the total agreed amount for the work. If the contractor has not concluded such an insurance contract, he undertakes to conclude it no later than five (5) days from the conclusion of the contract for the work, otherwise the client is entitled to withdraw from the contract. The contractor undertakes to prove to the customer the conclusion of the said insurance contract within two (2) days from its signature and at any time during its duration, based on a written request by the customer, to prove its validity and effectiveness.

## **3 DELIVERY TERMS**

- 3.1 The contractor is obliged, in his own name and under his own responsibility, to carry out the work professionally, with high quality and in the agreed time, otherwise in a time reasonable taking into account the nature of the work.
- 3.2 The customer is entitled to control its execution at any stage of the creation of the work.
- 3.3 The contractor shall hand over to the customer, together with the work, the documents necessary for taking over and for the proper use of the work.

- 3.4 The handover and acceptance of the completed work shall be done in writing in the form of a protocol on the handover and acceptance of the work or acceptance protocol, which will be signed by both contracting parties, or their authorized representatives.
- 3.5 In case of delay by the contractor in the performance of the work, the contractual parties have agreed on a contractual penalty in the amount of 0.02% of the price of the work for each day of delay, which the customer is entitled but not obliged to apply.
- 3.6 The contractual fine is due within 14 days from the date of sending the written request for its payment.
- 3.7 The payment of any contractual fine does not affect the customer's right to compensation for damage incurred by him due to the breach of any of the contractor's obligations, in its entirety.

#### **4 PAYMENT TERMS**

- 4.1 The right to charge arises on the day the work is handed over to the Customer.
- 4.2 The payment documents are due within the period specified in the contract for the work, which begins to run from the day of their delivery. The contractor has the right to invoice even partial deliveries of the work, as long as this is expressly agreed in the contract. Unless otherwise agreed in the contract for the work, the basis for payment of the price for the work is the invoice, which is also a tax document. Unless otherwise agreed, payment documents, including correction documents, are due within 30 calendar days from the date of delivery.
- 4.3 Objections to the payment document must be notified in writing to the contractor within its due date.
- 4.4 The price for the work is considered paid on the day it is debited from the customer's account, if it is paid through a bank.
- 4.5 In the case of the customer's delay in paying the price of the work, the contractor is entitled, but not obliged, to invoice the customer interest due to the delay in the amount of 0.02% of the unpaid price of the work for each day of delay. Late payment of the price is understood as failure to pay it within the due date specified in the relevant tax document, which is the basis for its billing. The basis for payment of late interest is their billing. The contractor is entitled to the payment of interest due to delay upon delivery of the request for its payment to the customer. If the customer does not raise any objections to the correctness of the billing of interest due to the delay in the due date, it is valid that the parties to the contract have agreed that these late interest are billed and collected by the contractor legitimately and in the correct amount.

#### **5 PERSONAL SECURITY OF THE CONTRACTOR AND HEALTH AND SAFETY IN THE CASE OF MAKING OF THE WORK ON THE AREA AND/OR PREMISES OF ŽP A.S.**

- 5.1 In the case that in connection with the performance of the contract for the work, the entry of the contractor's employees into the customer's areas and/or premises is necessary, the contractor's employees are obliged to comply with the customer's valid internal regulations, with which they will be properly and demonstrably familiar in advance, if the customer's internal regulations require it. The notification is valid for 2 years. The contractor is obliged to ensure the participation of the employees in the aforementioned notification, even repeatedly in case of expiration of the validity of the notification, otherwise the customer is entitled to withdraw from the contract for the work. In order to prove that third parties are familiar with the internal regulations of the customer, the customer processes the personal data of the affected persons in the scope of title, first name, last name, date of birth and signature. In connection with the provision of personal data of its employees, the contractor undertakes to inform its employees about the processing of personal data by the customer in the position of the operator and its intermediaries to the extent specified in Annex no. 1 in accordance with Act no. 18/2018 Coll. on the protection of personal data and the Regulation of the European Parliament and the Council (EU) 2016 /679 general regulation on the protection of personal data. In the case of non-compliance with the stated obligation to inform the affected persons/employees, the contractor undertakes to pay sanctions, including compensation for damages, incurred by the customer as a result of this violation.
- 5.2 The contractor undertakes to carry out the work exclusively through its own employees and at its own risk. In the case that the contractor should carry out the work or part of it through a

subcontractor in any capacity, or SZČO and their employees (hereinafter referred to as "third party"), he is obliged to request the prior written consent of the customer. When the work or part of it is performed by a third party, the contractor has the responsibility as if he performed the work or part of it himself. All obligations arising from this contract for the contractor and his employees also apply to third parties and their employees, especially par. 5. 1 of this article and article 7 of the terms and conditions.

- 5.3 The contractor undertakes to provide personnel with relevant professional qualifications, with relevant authorizations and certificates for the purpose of fulfilling the contract for work.
- 5.4 The contracting parties have agreed that the contractor's employees will be under his sole responsibility, control and management during the entire period of execution of the work.
- 5.5 The contractor is responsible for ensuring the safety and health protection at work and fire protection of its employees, as well as employees of third parties, who are legally present on the customer's areas and/or premises for the purpose of implementing the work or part of it. The contractor's employees are obliged to comply with the legal regulations of the Slovak Republic in the customer's areas and/or premises, in particular:
  - Act No. 124/2006 Coll. on safety and health protection at work, as amended,
  - Act No. 314/2001 Coll. on fire protection, as amended,
  - STN EN ISO 45001,
  - STN EN ISO 14001.
- 5.6 The contractor is responsible to the customer for all damage caused to the customer by violation of generally binding legal regulations, in particular regulations governing safety and health protection at work and protection against fires, as well as violations of all internal regulations in force at the customer, with which the contractor was demonstrably familiar, as well as for all damage caused to the customer by third parties to whom the contractor allows access to the customer's areas and/or premises.
- 5.7 The contractor is obliged to maintain order and cleanliness in the customer's areas and/or premises, while he is obliged to remove waste and dirt created during the execution of the work.
- 5.8 The contractor and third parties who are allowed access to the customer's areas and/or premises are obliged to maintain confidentiality regarding all data and information that they learn while fulfilling their obligations.

## **6 LIABILITY FOR DEFECTS**

- 6.1 The customer is obliged to inspect the work upon personal handover and acceptance of the completed work.
- 6.2 The contractor provides a guarantee for the quality of the work for 24 months from the day of its delivery.
- 6.3 Rights from defects expire if defects are not notified in time, no later than 24 months from the date of acceptance of the work in accordance with Art. 3 par. 3.4. business conditions. Delivery of a work with defects is a substantial breach of the contract and establishes the right of the customer to withdraw from the contract (Article 11).
- 6.4 If the notification of defects (complaint) is made by e-mail or by telephone, it must be followed by a written notification sent by post. The delivered notice of defects must contain: designation of the contract for work, description of defects and their manifestations, number of defective pieces.
- 6.5 The customer must allow the contractor, based on his request, to physically verify the legitimacy of the claim.

## **7 ENTRY TO THE AREAS AND/OR PREMISES OF ŽP, a.s.**

- 7.1 In the case that, in connection with the performance of this contract, the entry of the contractor's employees into the customer's areas and/or premises, which lasts more than one day, is necessary, the contractor undertakes to hand over to the customer in order to ensure the issuance of temporary electronic identification cards with a time limit for the time of performance works (IDKZEF) personal data of the mentioned persons in the scope of name, surname and ID card/passport number, or in the scope in accordance with § 48 par. 4 letters s) of Act no. 355/2007 Coll., no later than 3 days before the first entry. In connection with the provision of personal data of its employees, the contractor undertakes to inform its employees about the processing of personal data by the customer in the position of the operator and its intermediaries to the extent specified in Annex no. 2 in accordance with Act no. 18/2018 Coll. on

the protection of personal data and Regulation (EU) 2016/679 of the European Parliament and of the Council, the general regulation on the protection of personal data. In the case of non-compliance with the stated obligation to inform affected persons/employees, the contractor undertakes to pay sanctions, including compensation for damages, incurred by the customer as a result of this violation. About handing over of the IDKZEF, the contracting parties draw up "Protocol on the undertake of identification cards".

- 7.2 In case of changes in the list of names assigned to IDKZEF in accordance with the previous paragraph (including an increase in the number or a reduction in the number of employees), the contractor is obliged to immediately notify the customer of the said changes in writing.
- 7.3 After completion of the execution of the work, or some work by only some employees, the contractor is obliged to inform the customer about this fact without unnecessary delay and at the same time return the relevant IDKZEF to him, about that they draw up "Protocol on the return of identification cards".
- 7.4 The contracting parties undertake to proceed in the same way in the case of the entry of the contractor's vehicles or third parties into the customer's areas and/or premises, as long as the latter issues electronic chip cards for the vehicles and it is not a one-time entry based on the "Confirmation for entry to the spaces of ŽP a.s.".
- 7.5 In case of non-return of the card/cards, loss, damage, theft or impairment, the authorized employee of the contractor is obliged to pay a contractual penalty of EUR 10.00/1 electronic chip card for the employee and a contractual penalty of EUR 30.00/1 electronic chip card for the vehicle in cash at the customer's cash desk.
- 7.6 If the contractual penalty in terms of the previous point is not paid in cash, the customer is entitled to issue an invoice to the contractor with a maturity of 14 days from the date of its issuance.
- 7.7 If the contractor enters the customer's areas and/or premises or ensures delivery through a transport company, he is obliged at the customer's request to demonstrate valid insurance against damage caused by the contractor during the performance of business activities and to his employees during work and insurance against damage caused by the operation of motor vehicles.
- 7.8 The contractor acknowledges that the vehicles of the contractor and/or third parties will not be allowed into the customer's areas and/or the premises without mandatory equipment, if they are required for enter the areas and/or premises - safety helmet, safety glasses, work gloves, work clothes (overalls), work shoes. Before entering the customer's areas and/or the premises, the crew must have the mandatory equipment dressed, worn and used. If the vehicle crew does not do so, they will be expelled from the customer's areas and/or the premises. Motor vehicles with a tipping body must have a functional sound and light indicator of body tipping installed in the cabin.
- 7.9 The contractor undertakes that his employees and third parties in connection with the entrance to the customer's areas and/or premises, they will:
  - a) when entering and leaving the customer's areas, use exclusively the turnstiles at the gatehouses,
  - b) record your movements in the area on readers at individual workplaces every time you arrive or leave the workplace,
  - c) have an assigned IDKZEF and an ID card with youThe customer is entitled to check compliance with the above-mentioned rules.
- 7.10 The contractor, as well as its employees and third parties, are prohibited from sending private mail and/or packages on the customer's areas and/or premises.
- 7.11 The contractor, as well as its employees and third parties, are authorized to receive private post items and packages exclusively in the case, that the customer can check the content of the owner's private post item and/or package when receiving the private post item and/or package and leaving the customer's areas and/or premises. In the case that the owner of a private post item and/or package does not want to present its content to the inspection at the entrance to the customer's areas and/or premises, he is obliged the private post item and/or package to store in the place designated by the customer after receiving it and when leaving the customer's areas and/or premises to pick it up from this place.
- 7.12 The contractor, as well as its employees and third parties, private post items and/or packages intended for later dispatch are obliged to store them in a place designated by the customer upon entering the customer's areas and/or premises, and when leaving the customer's areas and/or premises to pick it up from this place.

- 7.13 The contractor's employees can only import, export or transport their own tools, instruments or material through individual guard gates in the customer's premises, based on the relevant document. When passing (entry/exit) through the relevant guard gate when importing/exporting/transporting your own tools, instruments or material, the contractor's employee is obliged to hand over one copy of the document to an employee of ŽP Bezpečnostné služby, s.r.o., IČO: 46 315 829. The document authorizing the import/export/transportation of the contractor's own tools, instruments or material to the customer's areas and/or premises is a list tools, instruments and material. The relevant document must contain at least the following data:
- a) class, trade mark, type, production number el. tools (electronic components, including PC technology), number of pieces,
  - b) class, trade mark, type of instrument, number of pieces,
  - c) name and class of material, quantity/weight,
  - d) mark of the contractor's logo or business name
- 7.14 Contact persons will be designated by the contracting parties for taking over and handing over IDKZEF in the sense of this article.
- 7.15 The contracting parties have agreed that in case of:
- a) breach of the contractor's obligation in connection with IDKZEF records in accordance with par. 7.2, 7.3 and 7.4 of this article,
  - b) using IDKZEF issued to the contractor in accordance with par. 7.1 and 7.4 of this article by unregistered persons or for unregistered vehicles,
  - c) breach of obligations in accordance with par. 7.13 of this article,
  - d) breach of duty in accordance with par. 7.9 of this article,
  - e) breach of obligations in accordance with par. 7.10, 7.11 and 7.12 of this article,
  - f) entry of several employees or vehicles of the contractor to one IDKZEF,

the customer is entitled to invoice the contractor a contractual fine of EUR 500 for each detected violation. The right to payment of a contractual penalty arises for the customer in violation of the contractor's obligation. The contractor undertakes to pay the contractual penalty in this way within 14 days from the date of its issuance. Payment of the contractual penalty does not affect the customer's right to compensation for damage, up to the amount of damage, which contractual penalty will exceeds. The obligation to pay the penalty may arise also repeatedly, its total amount is not limited. The customer is entitled, but not obliged, to claim payment of the contractual penalty from the contractor.

## **8 CROSS-BORDER POSTING OF EMPLOYEES OF A CONTRACTOR ORIGINATING FROM THE EU**

- 8.1 The contractor undertakes, in order to verify whether he is not violating the prohibition of illegal employment, to submit the following documents for inspection before the first entry into the customer's areas and/or premises:
- 8.1.1 employment contracts of employees or other document of each employee confirming the employment labour relation with the employee of the contractor,
  - 8.1.2 contracts showing the overall range of legal relationships (if he is not directly employed by the contractor),
  - 8.1.3 documents in the case of a third-country national, in addition to a citizen of the Swiss Confederation, also a valid residence permit or other authorization for residence, a photocopy of the travel document and a copy of the contract for work and order,
  - 8.1.4 confirmation issued by the accommodation facility about the provision of accommodation during the period when work is planned (in the case of a contractor who employs employees who are nationals of third countries or a visiting employer from non-EU countries),
  - 8.1.5 a copy of the Decision of the Regional Office of Public Health that the accommodation facilities meet the hygiene requirements in accordance with Ministry of Health of the SR no. 259/2008 Coll. (in the case of a contractor who employs employees who are nationals of third countries or a visiting employer from outside the EU),
  - 8.1.6 documents proving the identity of natural persons,
  - 8.1.7 a document containing the social security identification number of natural persons (form PD A1),

- 8.1.8 other documents, not explicitly specified in this part, but required in terms of valid legislation - Act no. 351/2015 Coll. on cross-border cooperation in sending employees to perform work in the provision of services and on amendments to certain laws.

In the case that the above-mentioned documents are not in accordance with the applicable legal regulations or are complete, or the contractor does not submit them in accordance with this paragraph, the customer is entitled to refuse to admit an employee of the contractor whose documents are not in accordance with the applicable legal regulations or are incomplete, or their the contractor did not submit, to the customer's areas and/or premises. Such a refusal by the customer is not a breach of contractual obligations, nor a delay by the customer, while the contractor is not entitled to compensation in this case.

- 8.2 The contractor undertakes that his authorized employee will have the documents presented for inspection referred to in par. 8.1 during the performance of works or the provision of services by the contractor's employees, available in the case of an inspection by the Slovak state authorities.
- 8.3 In the case of the termination of the participation of any of the contractor's employees in the performance of work or the provision of services, the contractor is obliged to notify the customer of this fact without delay.
- 8.4 In the case of a change in the contractor's employees, the obligations of paragraphs 8.1, 8.2, 8.3 and 8.5 apply equally to the contractor.
- 8.5 The contractor undertakes to provide all cooperation in the fulfillment of the client's obligations related to sending a national of a country outside the EU or an EU citizen to the territory of the Slovak Republic to perform work, in particular filling in forms for the relevant Labor, Social Affairs and Family Office of the Slovak Republic. In case of refusal of the said cooperation, the ordering party is entitled to refuse to admit the employee of the contractor, whose documents do not comply with the applicable legal regulations or are incomplete, or the contractor did not submit them, to the customer's areas and/or premises. Such a refusal by the customer is not a breach of contractual obligations, nor a delay by the customer, while the contractor is not entitled to compensation in this case.
- 8.6 The client is entitled to process the personal data of employees sent by the contractor exclusively in the scope, manner and purpose of checking whether the contractor does not violate the prohibition of illegal employment and the fulfillment of legal obligations related to the posting of a member of a non-EU country and an EU citizen to the territory of the Slovak Republic. In connection with the provision of personal data in accordance with par. 8.1, 8.3, 8.4 and 8.5, the contractor undertakes to inform his employees about the processing of personal data by the customer to the extent specified in Annex no. 3, in accordance with Act no. 18/2018 Coll. on the protection of personal data and Regulation (EU) 2016/679 of the European Parliament and of the Council of the general regulation on the protection of personal data. In the case of non-compliance with the stated obligation to inform affected persons/employees of the contractor or third parties, the contractor undertakes to pay sanctions, including compensation for damages, incurred by the customer as a result of this violation.
- 8.7 If the contractor violates his legal obligations arising from Act no. 351/2015 Coll. on cross-border cooperation in sending employees to perform work in the provision of services and to amend and supplement certain laws or their contractual obligations arising from the contract for work and these terms and conditions and the customer incurs sanctions or other measures of a financial or property nature (e.g. loss of the opportunity to apply for withdrawal of financial resources from European funds) as a breach of obligations on the part of the contractor, the customer has the right to assert without undue delay his claim for compensation for damages incurred by him at the expense of the contractor or at the expense of a decisive shareholder/partner or an subject with a decisive influence on the contractor's business. By signing the contract for the work, the contractor declares that he will pay the damage compensation without unnecessary delay after delivery of the claim by the customer, at the same time he will ensure by internal regulations the right of the client to enforce this claim severally from the contractor's shareholder/partner or from an entity with a decisive influence on the contractor's business.
- 8.8 In case of violation of one or more obligations by the contractor arising from this article, the customer is entitled to withdraw from the contract for the work.

## **9 CONTRACTOR OUTSIDE THE EU**

- 9.1 For a contractor based outside the EU, all provisions of the article apply 8 except 8.1.1, 8.1.2, 8.2 and 8.7.
- 9.2 If the contractor violates his legal obligations or his contractual obligations arising from this contract and the client incurs sanctions or other measures of a financial or property nature (e.g. loss of the possibility to apply for drawing funds from European funds) as a result of the breach of obligations on the part of his contractor, the client has the right to assert without undue delay his claim for compensation for damage incurred by him at the expense of the contractor or at the expense of a decisive shareholder/partner or a subject with a decisive influence on the contractor's business. By signing the contract, the contractor declares that he will pay the compensation for damages without unnecessary delay after delivery of the client's claim, at the same time ensuring by internal regulations the right of the client to enforce this claim severally from a partner, a shareholder of the contractor or from an subject with a decisive influence on the contractor's business.

## **10 COOPERATION IN A SHARED WORKPLACE**

- 10.1 In the case that the execution of the work requires the performance of work or the performance of tasks at a common workplace in accordance with § 18 of Act no. 124/2006 Coll. on safety and health protection at work and on the amendment and supplementation of certain laws as amended, the contractor undertakes to conclude an Agreement on the cooperation of employers in the prevention, preparation and implementation of measures to ensure safety and health protection at work, mutual information and coordination of activities in the implementation works at a joint workplace with the client, possibly also other contractors, a sample of which is attached to Annex no. 4 of these terms and conditions.

## **11 TERMINATION OF THE CONTRACT FOR WORK**

- 11.1 The Contract for work will terminate:
- a) in addition to the fulfillment of all rights and obligations by both contracting parties, which result from its content and generally binding legal regulations, also
  - b) by written agreement of the contracting parties or
  - c) written withdrawal from the contract for work by one of the contracting parties.
- 11.2 In the case of termination of the contract for work by agreement of the contracting parties, it shall terminate on the date specified in this agreement (hereinafter referred to as the "date of termination of the contract by agreement"). This agreement also regulates the mutual claims of the contracting parties arising from the fulfillment of contractual obligations or from their violation by the other contracting party as of the date of termination of the contract for the work by agreement.
- 11.3 If any contracting party acts in violation of the contract for the work and/or legal regulations and, upon a previous written request of the other contracting party, does not remove this action and its consequences within the specified period, the other contracting party is entitled to withdraw from the contract for the work. A previous written request from the contractual party is not necessary in case of withdrawal from the contract for work due to a material breach of the contract for work by the other contracting party. The withdrawal must be in writing and must be delivered to the other contracting party. The withdrawal takes effect on the day the withdrawal is delivered to the other contracting party. Withdrawal from the contract for work does not affect the provisions relating to interest on delay, contractual penalties, information protection and provisions relating to those rights and obligations, the nature of which implies that they should last even after the withdrawal from the contract for work.
- 11.4 The legal regulation of the withdrawal from the contract for work and the mutual claims of the contracting parties arising from it is adequately covered by § 344 et seq. Act No. 513/1991 Coll. Commercial Code as amended.
- 11.5 In the case that legal facts occur resulting in a change in the legal status of one of the contracting parties (e.g. declaration of bankruptcy, authorization of restructuring, entry into liquidation, change of legal form, change in authorizations to act on behalf of one of the contracting parties) or any other change having a direct impact on the performance of the contract for work, the affected contracting party is obliged to notify the other contracting party of

these facts no later than ten (10) days from the date on which these facts occurred. If he does not do so, he is responsible for the damage caused to the other contracting party as a result of the breach of this obligation, and the latter has the right to withdraw from the contract for work due to the breach of obligation.

- 11.6 In the case of premature termination of the contract for work, the contracting parties are obliged to settle all their contractual obligations in accordance with generally binding legal regulations and the contract for work within one (1) month from the termination of operation of the contract for work.
- 11.7 In the case of termination of the contract for work, the contractor is obliged to perform all necessary actions to prevent damage to the customer.
- 11.8 The customer may also withdraw from the concluded contract for work by paying a termination fee in the amount of demonstrable costs, which will be spent by the contractor in date until he has received the customer's written notice of withdrawal.
- 11.9 The contractor may withdraw from the performance of the concluded contract for work, unless the customer provides him with performance that was materially and temporally agreed in writing by the contract for work or its additions, minutes or protocols, signed by authorized persons of both parties to the contract. At the same time, the contractor will be entitled to reimbursement of demonstrable costs that he incurred up to the time of withdrawal.
- 11.10 The client may withdraw from the contract for work without paying a termination fee in accordance with Art. 11.8 in the case that, despite also a written warning, the contractor demonstrably violates the conditions of the construction of the work and thereby endangers the proper completion of the work. In this case, the contractor is obliged to reimburse the customer for the incurred damage.
- 11.11 The customer may withdraw from the contract for work without payment of the price for the work if the contractor does not comply with his legal obligations arising from Act no. 351/2015 Coll. on cross-border cooperation in sending employees to perform work in the provision of services and on amendments to certain laws as amended and from Act no. 82/2005 Coll. on illegal work and illegal employment, as amended.
- 11.12 The customer is entitled to withdraw from the contract for the work in the case that the contractor is published in the list of value added tax payers who have reasons for canceling registration according to the applicable VAT Act. The customer is entitled to reimbursement of the costs associated with the return of performance.
- 11.13 The customer may also withdraw from the contract in other cases, which are specified in other articles of these terms and conditions.

## **12 FINAL PROVISIONS**

- 12.1 These terms and conditions shall be valid and effective on the day they are published on the website <https://www.zelpo.eu/terms-and-conditions/>.
- 12.2 If one or more of the provisions of these OPs or the Works contract are or become invalid, this fact does not apply to the other provisions of these OPs and the Works contract. The contracting parties undertake to replace provisions that prove to be legally invalid with provisions with the same or as close as possible purpose pursued by the original valid provision.
- 12.3 Legal relations not regulated by the contract for Work or these Business Terms and Conditions shall be governed by the provisions of generally binding legal regulations of the Slovak Republic, in particular Act No. 513/1991 Coll., the Commercial Code, as amended. The contracting parties agree that any law of another state, as well as the any conflict-of-law rules of private and procedural international law shall not apply. The contracting parties agree that in case of any dispute arising out of the contract for Work, they establish the jurisdiction of the competent court of the Slovak Republic.