

BUSINESS TERMS AND CONDITIONS

For purchase of performances and services

1 GENERAL PROVISIONS

- 1.1 These Business Terms and Conditions govern the main principles of business relationship between the Customer and the Contractor, while the Customer is a joint-stock company. Železiarne Podbrezová a.s., with registered office at: Kolkáreň 35, 976 81 Podbrezová, company ID No. 31 562 141, registered in the Commercial Register of the District Court Banská Bystrica, section: Sa, insert No.: 69/S.
- 1.2 Arrangements deviating from these Terms and Conditions shall only be valid if expressly stated in the Contract for Work concluded and agreed on by both parties.
- 1.3 Legal relations not regulated by the Contract for Work or these Business Terms and Conditions shall be governed by the relevant provisions of legal regulations in force in the Slovak Republic.

2 CONTRACT FOR WORK

- 2.1 The draft Contract for Work is prepared based on the Customer's written proposal for the conclusion of the contract (i.e., the order).
- 2.2 If the Contractor makes any change in the proposal submitted by the Customer, the contract shall not be deemed as concluded. In such a case, it is a mere proposal for the conclusion of the Contract for Work submitted by the Contractor to the Customer and the Contract shall not be concluded until the date of receiving the Customer's written acceptance, however not later than five days of the date of dispatching such proposal. After expiry of such period, the Contractor shall not be bound by its proposal anymore and the Contract shall only be concluded if the Contractor confirms in writing the Customer's acceptance.
- 2.3 The Contract for Work shall always be in writing. Any modification or cancellation thereof shall also be made in writing.

3 DELIVERY CONDITIONS

- 3.1 The Contractor shall be obligated to carry out the work within the agreed deadline, otherwise within a reasonable time having regard to the nature of the work.
- 3.2 In case the contracting parties agree that the Work will be carried out in the Customer's premises, the Contractor undertakes to demonstrably inform its employees of the applicable environmental regulations, occupational health and safety regulations and fire protection regulations.
- 3.3 The Customer shall be entitled to inspect the execution of the work at any stage of such execution.
- 3.4 Together with the work the Contractor shall hand over to the Customer the documents necessary for the acceptance and for the proper use of the work.
- 3.5 The completed work shall be handed over and accepted by means of a written handover and acceptance protocol signed by both contracting parties or their authorised representatives.
- 3.6 In case the Contractor delays with the performance of the work, the contracting parties agree on a contractual penalty amounting to 0.02 % of the price of the work for each day of delay.
- 3.7 The contractual penalty shall be due in 14 days of sending the written call to pay it. Payment of the contractual penalty shall be without prejudice to the right to compensation for damages in excess of the contractual penalty.

4 PAYMENT CONDITIONS

- 4.1 The right to charge a payment arises on the date of the work handover of the to the Customer.
- 4.2 The payment documents are due and payable in deadline specified in the Contract for Work, which starts from the date of their receipt. The Contractor shall only be entitled to invoice for partial deliveries of the work if expressly agreed so in the Contract. Unless agreed otherwise in the Contract for Work, the price is paid based on invoice, which is also the tax document.

Unless agreed otherwise, the payment documents, including any corrected ones, shall be due and payable in 30 days of receipt.

- 4.3 Objections to the payment document must be notified to the Contractor in writing within the maturity period.
- 4.4 The price of the work shall be deemed paid on the date on which it is debited from the Customer's account, if paid via a bank.
- 4.5 The Customer undertakes to pay to the Contractor a default interest amounting to 0.02% of the price of the work for every day of delay of payment of the price, if the Contractor requests so. The price shall be understood as delayed unless paid within the due date specified in the relevant tax document, by means of which the price is charged. The default interest is paid based on an invoice. Unless the Customer objects to correctness of the calculated default interest during the maturity period thereof, the parties agree that the default interest was calculated and claimed by the Contractor justifiably and in the correct amount.

5 RESPONSIBILITY FOR DEFECTS

- 5.1 The Customer shall be obligated to inspect the work upon personal handover and acceptance of the completed work.
- 5.2 The Contractor guarantees the quality of the work for a period of 24 months from the date of handover.
- 5.3 The defect-related rights shall expire if the defects are not notified in time, however not later than 24 months of the date of delivery of the work. The delivery of a defective work shall be a material breach of contract.
- 5.4 If the notification of defects (complaint) is made by e-mail, telephone, fax, it must be followed by a written notification sent by post. The notification of defects must contain: designation of the Contract for the Work, description of the defects and the impact of the defects, the number of defective pieces.
- 5.5 The Customer must allow the Contractor to physically verify whether the complaint is justified at the Contractor's request.

6 ACCESS TO THE PREMISES OF ŽP a. s.

- 6.1 The Contractor undertakes to carry out the work exclusively by means of its own employees and under its own responsibility. Should the Contractor carry out the Work or any part thereof through third parties (hereinafter referred to as "any subcontractor's employees"), it shall be obligated to obtain the prior Customer's written consent. If the third party carries out the work or any part of it, the Contractor shall be liable as if he had been carrying out the work or any part of it itself. The obligations of the Contractor's employees shall also apply to any subcontractors' employees while the term Contractor's employees shall also include all employees of any subcontractors, or self-employed persons, as the case may be.
- 6.2 The Contractor undertakes to provide only the personnel having the appropriate professional qualifications, authorisations and certificates for the performance of the Contract for Work.
- 6.3 The contracting parties agree that the Contractor's employees shall be under the Contractor's sole responsibility, control and management during the whole execution of the work.
- 6.4 The Contractor shall be responsible for ensuring the occupational health and safety and fire protection of its employees as well as of other persons legitimately present in the Customer's premises and/or facilities in order to carry out the Work or any part thereof.
- 6.5 In case the Contractor's employees need to enter the Customer's premises and/or facilities in connection with the performance of the Contract for Work, they shall be obligated to comply with the applicable Customer's internal regulations, which they will be duly and demonstrably acquainted with in advance. The Contractor shall be obligated to ensure that its employees will be present at such explanation of regulation, otherwise the Customer shall be entitled to withdraw from the Contract for Work.

- 6.6 In order to allow Contractor's employees to enter the Customer's premises and/or facilities, the Customer's authorised employee, who requests the execution of certain performances or services, shall hand over electronic ID cards for the duration of the work – so-called temporary passes (IDKZEF), conditions and instructions for the use thereof to the Contractor's authorised employee, while the "Report on handover of identification cards" shall be prepared.
- 6.7 After the completion of the whole work or some of the works by some of the employees, the Contractor's authorised employee shall inform the Customer's authorised employee, who requested the execution of certain performances or services, of such fact without any undue delay, the electronic ID cards (IDKZEF) will be returned to him and the "Report on the return of the identification cards" will be prepared.
- 6.8 The contracting parties undertake to follow the same procedure in case of entry of the contractor's vehicles or subcontractor's vehicles into the Customer's premises and/or facilities, as long as the Customer issues electronic chip cards for the vehicles and they request other than a single entry based on the "Certificate for Entry to the Premises of ŽP, a.s."
- 6.9 In case the card(s) fail to be returned, are lost, damaged, stolen or destroyed, the Contractor's authorised employee shall pay a contractual penalty amounting to EUR 10.00 per 1 employee electronic chip card and a contractual penalty amounting to EUR 30.00 per 1 vehicle electronic chip card in cash at the Customer's cashier office.
- 6.10 If the contractual penalty pursuant to the preceding clause is not paid in cash, the Customer shall be entitled to issue to the Contractor an invoice with a 14-days maturity lapsing from the date of dispatching the invoice.
- 6.11 If the Contractor enters the Customer's premises/facilities or arranges delivery by means of a transport company, at the Customer's request the Contractor shall provide proof of valid third-party liability insurance and motor vehicle public liability insurance.
- 6.12 The Contractor acknowledges that vehicles of the Contractor and/or any of its subcontractors will not be allowed into the Customer's premises and/or facilities without the mandatory equipment, if required for the access to the premises and/or facilities – safety helmet, safety goggles, work gloves, work clothing (overalls), work boots. Prior to entering the Customer's premises and/or facilities, the vehicle crew must be wearing and using the mandatory equipment. Otherwise, the vehicle crew would be ordered to leave the Customer's premises and/or facilities. Motor vehicles with a tipping body must have a working sound and light indicator in the cab indicating if the body is tipped or not.

7 CROSS-BORDER SECONDMENT OF EMPLOYEES OF THE EU-BASED CONTRACTOR

- 7.1 The Contractor undertakes to submit the following documents for inspection prior to the first entry into the Customer's premises/facilities in order to have checked whether he is not in breach of the illegal employment prohibition:
- 7.1.1 Employee's employment contract or other evidence of each employee's employment relationship with the Contractor,
 - 7.1.2 Contracts proving all the legal relationships (if not employed directly by the Contractor),
 - 7.1.3 In case of a third country national: a valid residence document or other residence authorisation – except for the Swiss Confederation citizens – a photocopy of the travel document and a copy of the Contract for Work and purchase order,
 - 7.1.4 A certificate issued by the accommodation facility stating that accommodation will be provided during the planned execution of the work (in case the Contractor employs third-country nationals or a guest employer from non-EU countries),
 - 7.1.5 A copy of the decision by the Regional Public Health Office that the accommodation facility meets the hygiene requirements in accordance with the Ministry of Health of the Slovak Republic No. 259/2008 Coll. (in case of a Contractor employing employees who are third-country nationals or a guest employer from non-EU countries),
 - 7.1.6 Documents proving the identity of natural persons,

7.1.7 Document containing the social security number of the natural persons (PD A1 form).

In case the above documents are not in accordance with applicable legal regulations or are incomplete or the Contractor fails to submit them in accordance with par. 7.1, the Customer shall be entitled to refuse to allow into the Customer's premises/facilities those Contractor's employees, whose documents are not in accordance with applicable legal regulations or are incomplete or the Contractor fails to submit them. Such Customer's refusal shall not constitute a breach of contractual obligations or a default, meaning the Contractor shall not be entitled to damages.

7.2 The Contractor undertakes to secure that its authorised employee will be carrying the documents referred to in paragraph 7.1 during the performance of works or services by the Contractor's employees and will submit them to the state authorities of the Slovak Republic for inspection.

7.3 In case any Contractor's employee stops performing the works or the services, the Contractor shall immediately notify the Customer of such fact.

7.4 In case of any change of the Contractor's employees, the obligations of clauses 7.1, 7.2, 7.3 and 7.5 shall apply equally to the Contractor.

7.5 The Contractor undertakes to provide all assistance in fulfilling the Customer's obligations related to the secondment of a non-EU national or EU national to work in the territory of the Slovak Republic, in particular assistance with the completion of forms for the relevant Labour, Social Affairs and Family Office of the Slovak Republic. If such assistance is refused, the Customer shall be entitled to refuse to admit a Contractor's employee whose documents do not comply with the applicable legislation, are incomplete or have not been submitted by the Contractor at the Customer's premises/facilities. Such refusal by the Customer shall not constitute a breach of contractual obligations or a default by the Customer, and so the Contractor shall not be entitled to compensation.

7.6 The Customer shall be entitled to process personal data of employees sent by the Contractor exclusively to the extent, in the manner and for the purpose of checking whether or not the Contractor violates the prohibition of illegal employment and complies with legal obligations related to secondment of non-EU nationals and EU citizens in the territory of the Slovak Republic. In connection with the provision of personal data pursuant to paragraphs 7.1, 7.3, 7.4 and 7.5, the Contractor undertakes to inform its employees about their personal data being processed by the Customer to the extent specified in Annex 1, in accordance with Act No. 18/2018 Coll. on the Protection of Personal Data and the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council. In case of any non-compliance with the aforementioned obligation to inform the Contractor's or any subcontractor's data subjects/employees, the Contractor undertakes to pay the penalties, including compensation for damages incurred by the Customer due to such violation.

7.7 If the Contractor breaches its legal obligations arising from Act No. 351/2015 Coll. on cross-border cooperation in relation to secondment of employees to provide services and on amendment and supplementation of certain acts, or its contractual obligations arising from the Contract for Work and these Business Terms and Conditions, and the Customer incurs penalties or other measures of a financial or property nature (e.g. loss of the possibility to apply for EU funds) due to such breach of obligations on the part of the Contractor, the Customer shall be entitled, without any undue delay, to claim compensation for such damages from the Contractor or controlling shareholder/partner or other entity controlling the Contractor's business. By signing the Contract for Work, the Contractor declares that it will pay the damages without any undue delay after receiving the Customer's claim and, at the same time, by means of internal regulations it will ensure the Customer's right to recover such claim jointly and severally from the Contractor's shareholder/partner or from other entity controlling the Contractor's business.

7.8 In case of a breach of the Contractor's obligations under Article 7, the Customer shall be entitled to withdraw from the Contract for Work.

8 CONTRACTOR BASED OUTSIDE THE EU

- 8.1 All provisions of Article 7 apply except for 7.1.1, 7.1.2, 7.2, 7.7 apply to a Contractor based outside the EU.
- 8.2 If the Contractor breaches its statutory obligations or its contractual obligations under this contract and the Customer incurs penalties or other measures of a financial or property nature (e.g. loss of the possibility to apply for funding from the EU funds) as a result of the Contractor's breach of its obligations, the Customer shall be entitled to claim without undue delay compensation for the damage incurred to the Contractor or to the Contractor's controlling shareholder/member or entity having a decisive influence on the Contractor's business. By signing the contract, the Contractor declares that it will pay the damages without any undue delay after receiving the Customer's claim, and, at the same time ensures by means of internal regulations the Customer's right to recover such claim jointly and severally from the Contractor's partner, shareholder or from any entity having a crucial control on the Contractor's business

9 COOPERATION AT THE COMMON WORKSITE

- 9.1 In case the execution of the work requires the performance of works or tasks at a common workplace within the meaning of Section 18 of Act No. 124/2006 Coll. on occupational health and safety and on amendment and supplementation of certain acts, as amended, the Contractor undertakes to conclude an Agreement on cooperation of employers for sake of prevention, preparation and implementation of measures to ensure occupational health and safety, to provide information to each other and to coordinate activities performed on the work at the common worksite with the Customer, and possibly with other contractors, a model of which is attached as Annex 2 of these Terms and Conditions for the Purchase of Performances and Services.

10 TERMINATION OF THE CONTRACT FOR WORK

- 10.1 The Contract for Work terminates:
- a) in addition to the fulfilment of all rights and obligations of both contracting parties arising from its contents and generally applicable legal regulations, also
 - b) by a written agreement of the contracting parties; or
 - c) by a written withdrawal from the Contract for Work by either Party.
- 10.2 In case the Contracting Parties agree to terminate the Contract for Work, it shall be terminated on the date specified in such agreement (hereinafter referred to as the "Agreed Termination Date"). Such agreement shall also regulate the mutual claims of the contracting parties arising from the performance of contractual obligations or from breach thereof by the other contracting party on the date of termination of the Contract for Work by means of an agreement.
- 10.3 If either contracting party acts contrary to the Contract for Work and/or the law and fails to remedy such action and consequences thereof within a specified deadline upon prior written request by the other contracting party, the other contracting party shall be entitled to withdraw from the Contract for Work. A prior written notice from the other contracting party shall not be necessary in the event of withdrawal from the Contract for Work by the other contracting party in the event of a material breach of the Contract for Work. The withdrawal must be in writing and must be delivered to the other contracting party. The withdrawal shall take effect on the date of delivery to the other contracting party. Withdrawal from the Contract for Work shall be without prejudice to provisions relating to default interest, contractual penalties, protection of information and provisions relating to rights and obligations the nature of which implies that they shall continue after withdrawal from the Contract for Work.
- 10.4 Section 344 et seq. of Act No. 513/1991 Coll., the Commercial Code, as amended, shall apply to the legal regulation of withdrawal from the Contract for Work and the mutual claims of the contracting parties arising therefrom.
- 10.5 In case of legal facts resulting in a change of the legal status of one of the contracting parties (e.g. declaration of bankruptcy, authorisation of restructuring, entry into liquidation, change of legal form, change in the authority to act on behalf of one of the contracting parties) or any other change directly affecting the performance of the Contract for Work, the affected contracting party shall notify the other contracting party of such facts not later than within ten (10) days of the date, on which these facts occurred. Otherwise, the contracting party shall be liable for any damage caused to the other party in consequence of such breach of this obligation and the

latter shall have the right to withdraw from the Contract for Work due to such breach of obligation.

- 10.6 In case of premature termination of the Contract for Work the contracting parties shall be obligated to party settle all its contractual obligations in accordance with the generally binding legislation and the Contract for Work within one (1) month of the termination of the Contract for Work.
- 10.7 In case of termination of the Contract for Work, the Contractor shall be obligated to take all necessary actions to prevent damage to the Customer.
- 10.8 The Customer can withdraw from the concluded Contract for Work also by paying a severance payment amounting to the demonstrable costs incurred by the Contractor and its subcontractors up to the moment of receiving the Customer's written notice of withdrawal.
- 10.9 The Contractor can withdraw from the performance of the concluded Contract for Work unless the Customer provides the performance that has been agreed in writing in the Contract for Work or any amendments thereof, minutes or protocol, signed by authorized persons of both parties. At the same time, the Contractor shall be entitled to reimbursement of the demonstrable costs incurred by the Contractor and its subcontractors up to the moment of withdrawal.
- 10.10 The Customer can withdraw from the Contract for Work without payment if the Contractor demonstrably fails to fulfil the subject of the Contract for Work in terms of time and substance despite a written notice and thus endangers the proper performance of the work. In such case, the Contractor shall be obligated to indemnify the Customer for the damages incurred.
- 10.11 The Customer can withdraw from the Contract for Work without payment if the Contractor fails to comply with its legal obligations under Act No. 351/2015 Coll. on cross-border cooperation in relation to secondment of employees for provision of services and on amendment and supplementation of certain acts, as amended, and under Act No. 82/2005 Coll. on illegal work and illegal employment, as amended.
- 10.12 The Customer shall be entitled to withdraw from the Contract for Work if the Contractor has been published in the list of VAT payers with the grounds for cancellation of registration under the applicable VAT Act. The Customer shall be entitled to reimbursement of the costs associated with the return of the performance.

11 FINAL PROVISIONS

- 11.1 These Business Terms and Conditions shall be valid until the new conditions are agreed on.
- 11.2 These Business Terms and Conditions shall be an inherent part of the Contract for Work as the contracting parties witness by signing the Contract for Work.
- 11.3 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
- 11.4 By signing the Contract for Work, the Contractor declares that he is aware of and agrees with these Business Terms and Conditions of ŽP a. s. of 16 July 2021, which are published at the internet site:
http://www.zelpo.sk/zelpo/homezp.nsf/page/obchodne_podmienky
and which govern the contractual relation.

Annex No. 1 to the Business Terms and Conditions for the purchase of performances and services

Information about processing of personal data	
Data controller, name, legal form, address and contact	Železiarne Podbrezová a.s., abbreviation: ŽP a.s., Kolkáreň 35, 976 81 Podbrezová info@zelpo.sk
Person responsible for the protection of personal data – contact	zodpovednaosobazp@zelpo.sk
Rights of Data Subject	
Right of access to personal data	Yes
Right to rectification of personal data	Yes
Right to erasure of personal data	No
Right to restriction of processing of personal data	Yes
Right to portability of personal data	No
Right to object to the processing of personal data	No
Rights to file a petition to initiate personal data protection proceedings pursuant to section 100 of Act No. 18/2018 Coll.	Yes
Information about the processed personal data	
Purpose of processing	Statutory obligations connected with secondment of EU nationals and third-party nationals to the territory of the Slovak Republic
Legal basis	The processing is necessary in order to meet the legal obligation in accordance with art. 6(1/c) of the EU Regulation (GDPR) and section 13 (1/c) of Act No. 18/2018 Coll.
Storage period	In accordance with the special regulation
Recipients	Data processor, state authorities and control bodies
Transfer to a third country	N/A
Automated individual decision making, including profiling	will not be carried out
<i>Note: personal data are provided pursuant to a statutory requirement. A failure to provide personal data will impact the processing of your application/request.</i>	

Your personal data protection rights

Right of access – you have the right to be provided with a copy of your personal data we hold, as well as information about how we use your personal data. In most cases, your personal data will be provided to you in written paper form, unless you request otherwise. If you have requested this information by electronic means, it will be provided to you electronically if technically possible.

Right to rectification – we take reasonable steps to ensure that the information we hold about you is accurate, complete and up to date. If you believe that the information that we hold is inaccurate, incomplete or out of date, please do not hesitate to ask us to correct, update or complete the information.

Right to erasure (to be forgotten) – you have the right to ask us to erase your personal data, for example, if the personal data we have collected about you is no longer necessary for the fulfilment of the original purpose of the processing thereof. However, your right must be considered in light of all the relevant circumstances. For example, we may have certain legal and regulatory obligations which mean that we may not be able to comply with your request.

Right to restriction of processing – under certain circumstances you are entitled to ask us to stop using your personal data. These include, for example, where you believe that your personal data that we hold may be inaccurate or where you believe we no longer need to use your personal data.

Right to data portability – under certain circumstances, you have the right to ask us to transfer the personal data you have provided to us to another third party of your choice. However, the right of portability only applies to the personal data that we have obtained from you based on a consent or based on a contract to which you are a party.

Right to object – you have the right to object to processing based on our legitimate interests. If we do not have a compelling legitimate ground for processing and you object, we will no longer process your personal data.

Right to file a petition to initiate personal data protection proceedings – if you believe that your personal data is being processed unfairly or unlawfully, you may file a complaint with the supervisory authority, which is the Office for Personal Data Protection of the Slovak Republic, Hraničná 12, 820 07 Bratislava 27; telephone number: +421 /2/ 3231 3214; e-mail: statny.dozor@pdp.gov.sk, <https://dataprotection.gov.sk>.