

## GENERAL PURCHASE TERMS AND CONDITIONS

### I INTRODUCTORY PROVISIONS

1. These General Purchase Terms and Conditions (hereinafter only as the **"Purchase Terms"**) stipulate the rights and obligations of the Parties, as well as the other conditions for entering into contracts (including purchase orders) under which the purchasing company of the Veolia Energia Group referred to in Article XVI (hereinafter only as the **"Purchaser"**) shall order goods or the execution of work or the provision of services (hereinafter only as the **"Deliverable"**) from the supplier of the Deliverable (hereinafter only as the **"Seller"**). The Seller and the Purchaser shall also be hereinafter jointly referred to as the **"Parties"**.
2. The Seller is liable for the correctness and accuracy of the data it has provided to the Purchaser about itself, and undertakes to promptly notify the Purchaser of any change of such data that might affect the performance of its contractual obligations, including its ability to meet its obligations.
3. **The Purchaser reserves the right to set out its contractual relationship by way of derogation from these Purchase Terms, in which case the provisions of the contract shall take precedence over the Purchase Terms.**

### II CONDITIONS OF PERFORMANCE

1. The Seller undertakes to render performance to the Purchaser in accordance with the legal regulations in force in the Slovak Republic and the EU regulations directly applicable in the Slovak Republic as well as in accordance with the binding norms and standards applicable to the Deliverable (hereinafter only as the **"Applicable Legislation"**).
2. The Seller is obliged to render performance in line with the interests of the Purchaser which are or, considering all of the circumstances, must have been known to the Seller. The Seller undertakes to render such performance with due diligence at a high professional level. The Seller shall notify the Purchaser of all circumstances which it ascertained while rendering performance and which might cause the Purchaser's instructions to be changed. The Seller is not entitled to assign the rendering of performance to any third party without the Purchaser's prior written consent.
3. The Seller represents that it is entitled to enter into a contract and render the agreed performance and that the Seller, as well as the persons engaged by the Seller to perform the contract, in particular its employees, subcontractors and their employees (hereinafter referred to as the **"Seller's Workers"**) have all of the authorisations required by the Applicable Legislation, and undertakes to notify the Purchaser if, for any reason, such authorisation ceases to exist. The Seller further represents that the Seller and the Seller's Workers meet all of the conditions set forth in the Applicable Legislation governing employment relationships, the posting of employees to perform work in the provision of services, and legal employment, in particular the obligations under Act No. 82/2005 Coll. on Illegal Work and Illegal Employment and on Amendments and Supplements to Certain Acts, as amended. In accordance with the Applicable Legislation, the Seller undertakes to provide the Purchaser upon request, without delay and to the necessary extent, with the documents and personal details of the Seller's Workers for the purpose of checking whether or not the Seller is violating the prohibition of illegal employment.
4. If it appears that additional materials, works or services need to be supplied in order to reach the completeness, operability and requested parameters of the Deliverable so as to ensure its smooth, reliable and safe operation, the Seller shall supply or make the delivery of such materials, goods or services at its own expense. The Seller shall obtain all necessary certificates and documents issued by the competent Slovak authorities in accordance with the Applicable Legislation.
5. The Seller shall meet its obligation to supply the Deliverable to the Purchaser by delivering it within the delivery period and to the place of delivery as agreed with the Purchaser; if no such place is specified, the place of delivery shall then be the Purchaser's registered address. The Seller's obligation to supply the Deliverable shall not be deemed met by handing it over to the carrier for shipment. The costs of shipment to the place of delivery, including the packaging costs, shall be paid by the Seller. The Seller is obliged to deliver the Deliverable to the Purchaser within the agreed delivery period, between 9 a.m. and 4 p.m. on working days; if the last day of the delivery period falls on Saturday, Sunday, a public holiday or other day of rest in the Slovak Republic, the Seller is obliged to deliver the Deliverable on the immediately preceding working day. Partial deliveries are subject to the Purchaser's prior written consent.
6. The risk of damage to the Deliverable shall pass to the Purchaser at the moment of accepting and taking delivery of the Deliverable from the Seller based on an Acceptance Protocol (hereinafter only as the **"Acceptance Protocol"**). If when taking delivery of the Deliverable, the Purchaser finds

that the Deliverable has defects which make its use impossible, the Purchaser may refuse to accept the Deliverable, and shall draw up a report on the defects identified, the manner of and deadline for removing such defects. The Seller shall ensure that the minor defects are removed by the deadlines agreed in the Acceptance Protocol, or else within a reasonable period of time with respect to the nature of the defect as agreed by the Parties in writing.

7. The Seller shall deliver the Deliverable to the Purchaser together with the accompanying documentation, the cost of preparation of which is included in the price of the Deliverable unless otherwise agreed between the Parties.
8. The Seller shall submit a list of its subcontractors to the Purchaser for approval. In the course of the performance of its contractual obligation, the Seller may change the subcontractor only with the consent of the Purchaser.
9. The Seller is obliged to give the Purchaser's staff training in the operation of the Deliverable according to the latter's requirements. As part of the performance of its contractual obligations, the Seller shall carry out all prescribed, required or contractually agreed tests, including the conducting of technical checks and inspections according to the technical standards applicable to the Deliverable. The Purchaser may take part in the conducting of all tests and publish the results of such tests. The Purchaser may check the performance of the contractual obligations at any stage of performance thereof.
10. The Purchaser is entitled to demand the submission of all available information, documents and materials that it considers necessary for the proper performance of the Seller's contractual obligations.

### III PRICE AND PAYMENT TERMS

1. The Seller acknowledges that the price for the Deliverable has been determined under Act No. 18/1996 Coll. on Prices, as amended, and that this price is fixed and invariable. The price includes all costs incurred by the Seller in connection with the supply of the Deliverable, notably the shipping and material costs, wage and auxiliary costs, as well as other overheads, occupational safety and health protection costs, and any other costs of the Seller. At the Purchaser's request, the Seller shall submit a detailed and complete price calculation (budget).
2. An invoice (tax document) must contain all of the particulars as required by Act No. 222/2004 Coll. on Value Added Tax, as amended (hereinafter only as the **"VAT Act"**). Enclosed with the invoice shall be documents substantiating the issuance of such invoice (the Acceptance Protocol, the delivery note, etc.). The invoice is due and payable within forty-five (45) days upon its receipt by the other Party, unless agreed otherwise. The invoice must also contain the purchase order or contract number and be issued no later than fifteen (15) days after the taxable supply date.
3. Unless stipulated otherwise, the Purchaser is not obliged to reimburse the Seller for the costs incurred in supplying the Deliverable, except where their nature implies that they are not included in the price and the Purchaser has agreed to the reimbursement of such costs. The Seller is not entitled to the reimbursement of costs that have not been expended expeditiously and efficiently.
4. The Purchaser may set off its claims against the Seller's claims.
5. The price and its individual items are listed exclusive of VAT, and VAT shall be added to them according to the VAT Act.
6. For the purposes of liability for VAT under Section 69, Subsection 14 and Section 69b of the VAT Act, the Seller represents that
  - (a) it has no VAT arrears;
  - (b) no reasons have occurred on the Seller's part which might result in the cancellation of its VAT registration pursuant to Section 81, Subsection 4, letter b), second indent of the VAT Act;
  - (c) it has not been entered on the list of persons on whose part the reasons for the cancellation of VAT registration have occurred pursuant to Section 81, Subsection 4, letter b), second indent of the VAT Act, which list is kept by the Financial Directorate of the Slovak Republic;
  - (d) its statutory body or member of the statutory body or shareholder is not a statutory body, member of the statutory body or shareholder of the Purchaser.

If any of the facts mentioned under letters a) to d) of this provision of the Purchase Terms changes, the Seller undertakes to notify the Purchaser accordingly within three days.

7. If the Purchaser has the knowledge that the Seller does not meet any of the conditions stipulated under letters a) to d) of paragraph 6 of this Article III of the Purchase Terms, it is entitled to withhold VAT retainage from the invoiced price of the Deliverable (hereinafter only as the **"VAT Retainage"**). The VAT Retainage may be withheld by the Purchaser up to the sum of the VAT amounts invoiced by the Seller to the Purchaser, with such retainage being withheld from any invoice issued by the Seller and used to make any VAT payment pursuant to Section 69b of the VAT Act. The VAT Retainage

shall be released by the Purchaser to the Seller only when the Seller proves to the Purchaser that the circumstances due to which the VAT Retainage was withheld no longer exist or if the tax administrator refunds the Purchaser the VAT amount which was paid for the Seller. If the Purchaser as the guarantor settles the unpaid tax for the Seller by making payment or a set-off pursuant to Section 69b, Subsection 1 or 6 of the VAT Act and no VAT Retainage has been withheld by the Purchaser for such purpose, the Seller agrees that the Purchaser may unilaterally set off the VAT amount paid for the Seller against any claim the Purchaser will have against the Seller. If the VAT Retainage or the set-off of mutual claims pursuant to this provision of the Purchase Terms Conditions is not sufficient to settle the entire tax paid by the Purchaser under Section 69b, Subsection 1 or 6 of the VAT Act, the Seller undertakes to pay the Purchaser the remaining portion of the paid tax by way of damages.

8. If the Purchaser has the knowledge that the Seller does not meet any of the conditions stipulated under letters a) to d) of paragraph 6 of this Article III of the Purchase Terms, it is also entitled to withdraw from the contract or cancel the purchase order issued.
9. If the Deliverable includes construction works including the supply of a building or a part thereof pursuant to Section 69, Subsection 12 of the VAT Act, the value added tax applicable to such construction works shall be paid to the tax administrator by the Purchaser. The invoice issued by the Seller shall state the information "**Transfer of tax liability**".

#### IV DELIVERY AND ACCEPTANCE OF THE DELIVERABLE

1. The Seller's contractual obligation shall be deemed met upon the due and timely delivery of the Deliverable and its acceptance by the Purchaser. The Acceptance Protocol must explicitly specify whether the Deliverable has been accepted free of defects or with defects or why the Purchaser has refused to accept the Deliverable.
2. The Purchaser shall acquire the title to the Deliverable upon the acceptance thereof, unless agreed otherwise.

#### V SELLER'S LIABILITY

1. In the event that the Deliverable supplied by the Seller has defects, the Purchaser may:
  - (a) demand that the defects be removed by repair, provided such defects are repairable;
  - (b) demand a reasonable reduction in the price for the Deliverable;
  - (c) withdraw from the contract.
2. The Seller shall ensure that the removal of any defects in the Deliverable starts within three (3) days after the Purchaser's justified complaint is lodged, and shall repair such defects as soon as technologically practicable. The deadline for removing the defects shall be agreed in writing and shall not be longer than seven (7) calendar days.
3. If it appears that the defects in the Deliverable are irreparable or their repair would entail unreasonable costs, the Purchaser may demand the supply of a replacement Deliverable.
4. If the Seller fails to remove the defects in the Deliverable even within a reasonable additional period of time, or if the Seller notifies the Purchaser that it will not remove the defects, the Purchaser may demand a reduction in the purchase price or may remove the defects at the Seller's expense.
5. The Purchaser is entitled to full compensation for the damage it has incurred due to the Seller failing to meet its obligations under the contract.
6. The Seller shall be relieved of its obligation if it proves that an event of force majeure has occurred (hereinafter only as "**Force Majeure**"). Force Majeure shall be deemed such event or circumstance which objectively prevents the Seller performing its obligations under the contract, provided, however, that the following conditions are satisfied:
  - (a) the obstacle has arisen and persists independently of the Seller's will;
  - (b) the obstacle could not have been foreseen at the time of entering into the contract despite exerting due diligence;
  - (c) at the time of entering into the contract, the Seller could not have been reasonably expected to overcome or avoid such obstacle or its consequences.The deadline for delivering the Deliverable shall be extended by as many days as the Force Majeure event lasts. The Purchaser is not entitled to any contractual penalty for a breach of the Seller's obligations caused by Force Majeure, provided that the obstacle preventing the fulfilment of the secured obligation persists.

#### VI WITHDRAWAL FROM THE CONTRACT

1. The Purchaser may withdraw from the contract if any of the following reasons for withdrawal comes into existence:
  - (a) the representations made by the Seller appear to be untrue and misleading;

- (b) the Seller is more than seven (7) days in delay with supplying the Deliverable;
  - (c) the Deliverable is not supplied even within seven (7) days after the Purchaser's notice demanding the supply of the Deliverable;
  - (d) the Deliverable has defects and these defects are not removed following the procedure laid down herein;
  - (e) the Seller fails to meet any guaranteed parameter or prove any agreed or applicable values (quality and technical parameters under the Applicable Legislation) even within a reasonable additional period set by the Purchaser, in consequence of which the Deliverable cannot be used in the agreed manner;
  - (f) a bankruptcy petition is filed against the Seller and/or the Seller is adjudged bankrupt and/or the Seller is allowed to undergo restructuring and/or the Seller enters into liquidation.
2. The Purchaser's withdrawal from the contract does not rule out the possibility for the Purchaser to exercise its right to seek damages.
  3. Such withdrawal shall be carried out by written notice to the Seller.
  4. Upon its withdrawal from the contract, the Purchaser may also withdraw from the related performance free of defects; in particular, it is entitled to return the Deliverable delivered free of defects. In this event, the Seller is obliged to deliver to the Purchaser a credit note in the full amount of the price of the returned Deliverable within five (5) days following the Purchaser's withdrawal. If the price of the returned Deliverable has already been paid by the Purchaser, the Seller is obliged to refund the paid price to the Purchaser within one (1) week following the Purchaser's withdrawal. Unless the purchase price is refunded, the Purchaser is not obliged to return the Deliverable. After the expiry of the deadline for refunding the purchase price, the risk of damage to the returned Deliverable shall pass to the Seller and the Seller is obliged to pay the costs related to its storage. After the purchase price is refunded, the Seller is obliged to take over the Deliverable at the place of destination within one (1) week. The takeover of the returned deliverable shall be confirmed by the Seller to the Purchaser. The costs related to the return of the Deliverable shall be borne by the Seller, with the costs incurred by the Purchaser in connection with the return of the Deliverable having to be reimbursed by the Seller based on an invoice issued by the Purchaser.

#### VII SELLER'S OBLIGATIONS REGARDING ENVIRONMENTAL PROTECTION AND OSHP

1. The Seller undertakes to primarily comply with the Applicable Legislation and the internal regulations of the Purchaser or those of its final customer regarding occupational safety and health protection (hereinafter only as "**OSHP**"), fire prevention (hereinafter only as "**FP**") and environmental protection (hereinafter only as "**EN**"), with which the Seller has been demonstrably made familiar, in the buildings and on the premises where the performance is being rendered.
2. If the Seller ascertains any circumstances that could cause damage to the Purchaser or third parties, especially any shortcomings regarding OSHP, FP or EN, it is obliged to inform the Purchaser accordingly without undue delay.
3. The Seller undertakes not to bring any alcohol or narcotics and psychotropic substances onto the Purchaser's premises. If the rendering of performance requires hazardous substances to be brought onto the Purchaser's premises, the Seller undertakes to obtain the prior written consent of the Purchaser for such purpose.
4. If waste is produced in the performance of the contract (hereinafter only "**Waste**") and the purchase order does not state otherwise, the handling of Waste for the waste producer, i.e. the Purchaser or its customer, shall be provided by the Seller at its own expense; the Seller undertakes to keep the place of performance clean and tidy so that Waste is removed from the place of performance, and to properly discharge the duties of the Waste holder and dispose of Waste in accordance with Act No. 79/2015 Coll. on Waste and on Amendments and Supplements to Certain Acts, as amended (hereinafter only as the "**Waste Act**"). In the Acceptance Protocol the Parties shall state the kind and amount of Waste produced in the performance of the contract. The Seller undertakes to submit to the Purchaser, within ten (10) days after the signing of the Acceptance Protocol, a certificate of the handover of Waste to an authorised person under the Waste Act. In the case of hazardous waste, such certificate shall also be submitted in the form of a signed Hazardous Waste Accompanying Letter. Any revenue from the Waste handed over shall be sent by the Seller via wire transfer to the bank account of the waste producer as notified by the Purchaser.
5. In case of the supply of chemicals or a mixture thereof, the Seller undertakes to deliver such substances with a valid and up-to-date safety data sheet at all times. The Purchaser has the right to check the performance of the Seller's obligations, and the Seller especially undertakes to allow the Purchaser to check the performance of the obligations set forth in this Article VII hereof by testing the Seller's Workers for alcohol, narcotics or psychotropic

substances, as well as to check the performance of the obligations under Article II, paragraph 3 hereof. If any shortcomings are identified, the Purchaser has the right to request that the Seller remedy such shortcomings and the Seller is obliged to respond to the Purchaser's request within three (3) business days.

7.

#### VIII INSURANCE

1. The rendering of performance under the contract is subject to the Seller having concluded an insurance policy (hereinafter only as the "Insurance Policy") with the following insurance terms:
  - (a) its subject matter is liability insurance for damage caused in connection with the performance of the contract
  - (b) said insurance covers damage to property, life and health, as well as consequential property damage, including lost profit, caused to the Purchaser and/or third parties by
    - i. the Seller's operations
    - ii. the use or consumption of a defective product or by defects in the executed work after it is handed over.
  - (c) The liability insurance policy is agreed so as to cover damage incurred during its term of validity, regardless of when a claim for damages is made (retroactivity).
2. The Seller undertakes to maintain the Insurance Policy in validity and effect during the rendering of performance under the contract, and to prove this to the Purchaser within three (3) days of receipt of the Purchaser's request.

#### IX CONTRACTUAL PENALTIES

1. If the Seller fails to supply the Deliverable in a due and timely manner, the Purchaser may demand that the Seller pay a contractual penalty of 0.1% of the price of the Deliverable for each day of default.
2. If the Seller is in default with the removal of a defect inhibiting the use of the Deliverable by a deadline agreed during the warranty period, the Seller is obliged to pay the Purchaser a contractual penalty of 0.05% of the total price of the Deliverable for each day of default, except in cases when the Seller proves that the agreed deadline could not have been met not due to the Seller's fault but because of Force Majeure.
3. If the Seller is in breach of
  - (a) any of the obligations under Article II, paragraphs 1 and 3 hereof; or
  - (b) any of the obligations regarding OSHP, FP and/or the handling of Waste pursuant to Article VII hereof;
  - (c) the obligation to have a valid and effective Insurance Policy pursuant to Article VIII hereof;
  - (d) the information obligation under Article XII hereof,the Purchaser may demand that the Seller pay a contractual penalty of up to €1,000 (one thousand euros) for each breach of obligation.
4. The Seller is obliged to pay the contractual penalty pursuant to the preceding sentence within fourteen (14) days after the date on which the claim arises or the Purchaser's notice demanding its payment is received.
5. The payment of a contractual penalty shall not affect the Purchaser's right to seek damages in full. For the purposes hereof, damage shall also be deemed as sanctions imposed by the competent state authorities and public authorities.

#### X WARRANTY PERIOD

1. The Seller gives the Purchaser a warranty in respect of the performance of its obligation, and is liable for defects found in the Deliverable upon the delivery of the Deliverable and the signature of the Acceptance Protocol, as well as for defects that will arise during the warranty period. The warranty period is twenty-four (24) months, starting from the signing date of the Protocol of Acceptance of the Deliverable. During the warranty period the Seller shall repair, free of charge, any Deliverable defects caused by improper construction, material and/or manufacturing procedures. Such warranty also applies to replaced or repaired parts for a maximum period of forty-eight (48) months.
2. The Seller guarantees that the Deliverable meets the parameters in accordance with the Applicable Legislation, i.e. the guaranteed parameters, from the date of delivery of the Deliverable throughout the warranty period.
3. The Seller is liable for defects the Deliverable has at the time of its delivery to the Purchaser even if such defects become apparent at a later time. This shall be without prejudice to the Seller's obligations arising from the warranty of quality of the Deliverable.
4. The Purchaser agrees to lodge any defect complaint in writing within the set deadline into the hands of an authorised representative of the Seller immediately after detecting such defect.

5. If the defect in the Deliverable proves to be irreparable and, at the same time, the Deliverable is impossible to use, the Seller undertakes to render performance by which the defect in question is removed.

#### XI CONFIDENTIALITY

1. The Seller undertakes not to disclose or otherwise make available to a third party any information on the conditions and object of performance or any other information relating to the negotiations, their content and conclusions, or other circumstances related to such performance without obtaining the Purchaser's prior written consent, except for the information which the Seller will disclose under the Applicable Legislation.
2. The Seller agrees to return to the Purchaser all of the provided documentation once the contractual obligation is fulfilled.
3. The Seller represents and warrants that the Deliverable neither infringes upon any patent or other protected rights of third parties nor has any legal defects.

#### XII PERSONAL DATA PROTECTION

1. The Seller undertakes to inform its employees, statutory representatives, authorised representatives and other natural persons who act on its behalf in relation to the Purchaser or who are involved in the rendering of performance to the Purchaser (hereinafter only as "Data Subjects") of the processing of their personal data by the Purchaser as a data controller for the purpose of performing the contract, to the extent specified in Articles 13 and 14 of Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, immediately after the personal data of the Data Subjects are provided to the Purchaser. As part of the fulfilment of the information obligation, the Seller undertakes to make the Data Subjects acquainted with the document "Information obligation of the controller concerning the processing of personal data of authorised representatives, contact persons and persons involved in the performance of supplier contracts on the part of the controller's suppliers", published on [www.vesr.sk/ochrana-osobnych-udajov](http://www.vesr.sk/ochrana-osobnych-udajov).

#### XIII ANTI-CORRUPTION CLAUSE

1. The Seller undertakes to comply with the legislation prohibiting the bribery of public officials and private persons, influencing public officials for the purpose of gaining advantages, money laundering, especially but not only in the process of procurement under the public procurement regulations and the following regulations:
  - (a) Act No. 300/2005 Coll., the Criminal Code, as amended;
  - (b) Act No. 91/2016 Coll. on the Criminal Liability of Legal Entities, as amended;
  - (c) the 1977 Foreign Corrupt Practices Act of the United States;
  - (d) the 2010 UK Bribery Act;
  - (e) OECD Convention on Combating the Bribery of Foreign Public Officials in International Business Transactions.
2. The Seller undertakes to establish and maintain all necessary and appropriate procedures and measures capable of preventing corruption.
3. The Seller declares that to its knowledge, none of its statutory representatives, directors, employees, authorised agents or other persons involved in supplying the Deliverable and performing other contractual obligations on the Seller's part directly or indirectly offers, gives, provides, requests or authorises the giving or receipt of money or anything else of value, advantage or gift to any legal entity or natural person, including any public or civil servant, political party, political candidate, person acting in any body of legislative, administrative or judicial power or any employee of a state-owned enterprise or of an international public organisation in any country, for the purpose of corruptly influencing such person in their official capacity, or for the purpose of rewarding or inducing the improper performance of a relevant function or activity by any other person in order to obtain or retain any business for the Purchaser or to gain any advantage in the conduct of business.
4. The Seller declares that to its knowledge, none of its statutory representatives, directors, employees, authorised agents nor any other person involved in supplying the Deliverable and performing other contractual obligations on the Seller's part has been, or is listed by any government agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes and/or bidding following invitations to bid advertised by the World Bank or any other international development bank.

5. The Seller undertakes to retain for an appropriate period, which means 5 years following the termination of cooperation with the Purchaser, related supporting documentation in accordance with the terms of this Article of the Purchase Terms.
6. The Seller agrees to notify any breach of the obligations pursuant to this anti-corruption clause or any circumstance found to be inconsistent with the Seller's representations stated in this anti-corruption clause, to the Purchaser immediately after becoming aware of such breach or circumstance.
7. If the Purchaser notifies the Seller in writing that it has reasonable grounds to believe that the Seller has breached any obligation under this anti-corruption clause or that there is any inconsistency with the Seller's representations stated in this anti-corruption clause:
  - (a) the Purchaser is entitled to suspend the performance of this contract without prior notice to the Seller for as long as the Purchaser considers necessary to ascertain the relevant information. The Seller acknowledges and agrees that when ascertaining the relevant information, the Purchaser will not incur any liability or obligation to the Seller for such suspension of performance of the contract.
  - (b) The Seller is obliged to take all reasonable steps to prevent the loss or destruction of any data and documents in relation to the identified corrupt conduct.
8. If the Seller breaches any of the obligations under this anti-corruption clause, the Purchaser may immediately terminate the contract without notice and without incurring any liability to the Seller for the termination of the contract.
9. The Seller undertakes to indemnify the Purchaser, to the extent stipulated by the law, for any damage caused to the Purchaser due to a breach of this anti-corruption clause.

#### XIV SUSTAINABLE DEVELOPMENT POLICY

The Seller acknowledges that the Purchaser is one of the Veolia Group companies that applies in its activities a sustainable development policy aimed at promoting human rights, increasing the level of social welfare and protecting the environment. With respect to this policy, the Seller undertakes not only to comply with the Applicable Legislation in the particular areas, but also to respect the values of the Veolia policy published on [www.vesr.sk](http://www.vesr.sk) (<http://www.vesr.sk/sk/c-shop-spol-s-ro>) and other standards mentioned in this document, in particular:

- (a) The United Nations Universal Declaration of Human Rights, the UN Convention on the Rights of the Child, and international treaties adopted at the International Labour Organisation,
  - (b) Applicable Legislation regarding labour law, especially as regards the regulations concerning the prohibition of discrimination, illegal work, child labour, forced labour and the rights of employees' representatives,
  - (c) The principle of diversity, according to which the support of pluralism and the search for diversity through recruitment management and career advancement is a factor contributing to the progress of society,
  - (d) The objectives of the Veolia OSHP policy, in particular the principle of supplying work, goods and services under conditions that minimise the risks to the health of persons involved in the performance of the contract and of the Purchaser's employees, and seeking to constantly improve in this area,
  - (e) Applicable Legislation regarding environmental protection, as well as other measures to limit the negative impact on the environment, in particular by reducing the consumption of energy and primary resources; reducing the amount of waste produced in its operations and managing its disposal; reducing emissions of substances that are hazardous to the environment and health; and preventing environmental damage.
1. The Seller further undertakes to ensure that the obligations and principles under this Article XIV are also complied with by its employees, to lead its suppliers to comply with said obligations, and not to cooperate with suppliers acting in violation of said principles.
  2. At the request of the Purchaser, the Seller undertakes to inform the Purchaser of the state of play of its sustainable development policy measures as set out in this Article XIV of the Purchase Terms.

#### XV FINAL PROVISIONS

1. All written notices by the Parties shall also be deemed delivered on the date when the sending Party is notified that the recipient was not found at its registered address as per the Companies Register, there is nobody to receive the mailpiece or the receipt of the mailpiece was unrightfully rejected.
2. Any disputes arising out of or in connection with the contract shall be primarily resolved by the Parties through mutual agreement.
3. The contractual relationship between the Seller and the Purchaser shall be governed by Act No. 513/1991 Coll., the Commercial Code, as amended.

#### XVI APPLICABILITY OF THE PURCHASE TERMS

These Purchase Terms are equally applicable to and binding for all of the companies of the Veolia Energia Group in the Slovak Republic, namely:

Veolia Energia Slovensko, a.s., Company Reg. No.: 35 702 257  
 Veolia Energia Kráľovský Chlmec, s.r.o., Company Reg. No.: 35713640  
 Veolia Energia Senec, a.s., Company Reg. No.: 35747404  
 Veolia Energia Vrábľa, a.s., Company Reg. No.: 35802871  
 C - bau, spol. s r.o., Company Reg. No.: 31365787  
 SLOVEO a.s., Company Reg. No.: 35926163  
 Veolia Energia Brezno, a.s., Company Reg. No.: 36622516  
 Veolia Energia Podunajské Biskupice, s.r.o., Company Reg. No.: 35908700  
 Veolia Energia Lučenec, a.s., Company Reg. No.: 36629359  
 Veolia Utilities Žiar nad Hronom, a.s., Company Reg. No.: 44069472  
 Veolia Energia Žiar nad Hronom, s.r.o., Company Reg. No.: 36042544  
 RSB - Roľnícka spoločnosť Brodské, s.r.o., Company Reg. No.: 31718191  
 Veolia Energia Východné Slovensko, s.r.o., Company Reg. No.: 36179345  
 C - Shop, spol. s r.o., Company Reg. No.: 31362028  
 Veolia Energia Komfort Košice, a.s., Company Reg. No.: 46782532  
 Biomass Energy Corporation, a. s., Company Reg. No.: 46161147

The rights and obligations to the extent stipulated herein shall always arise individually for the particular group company (see above) which enters into a contract with the other Party. This is without prejudice to the following provision.

These Purchase Terms shall be binding for the Purchaser and the Seller as an integral part of the concluded contract for the Deliverable specified in the Purchaser's purchase order. By confirming the purchase order or supplying the Deliverable, the Seller accepts these Purchase Terms. Any amendment to these Purchase Terms will be notified by the Seller to the Purchaser on the website [www.vesr.sk](http://www.vesr.sk) (<http://www.vesr.sk/sk/c-shop-spol-s-ro>).

These General Purchase Terms and Conditions shall come into force as of 04 July 2018.