

FRAMEWORK CONTRACT FOR WORK

No. 272/19/EUS

between

eustream, a.s.

and



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CONTRACTING PARTIES

1. Customer

Trade name: **eustream, a.s.**
Registered office: Votrubova 11/A
821 09 Bratislava
Slovak Republic
Legal form and incorporation: A joint stock company incorporated in the Commercial Register of the District Court Bratislava I, Slovak Republic, Section: Sa, File No.: 3480/B
Represented by:

Comp. ID No.: 35 910 712
VAT ID No.: SK2021931175
Tax ID No.: 2021931175
Bank details I: VÚB, a.s.
Account no.: 1101153/0200
IBAN: SK72 0200 0000 0000 0110 1153
SWIFT (BIC): SUBASKBX
Bank details II: Tatra banka, a.s.
Account no.: 2935700511/1100
IBAN: SK78 1100 0000 0029 3570 0511
SWIFT (BIC): TATRSKBX

Contact person for contractual matters:

Contact person for technical matters:

(hereinafter referred to as the "Customer")

2. Contractor

Trade name:

Registered office:

Legal form and incorporation:

Represented by:

Comp. ID No.:

VAT ID No.:

Tax ID No.:

Bank details:

Account no.:

IBAN:

SWIFT (BIC):

Contact person for

contractual matters:

Contact person for

technical matters:

(hereinafter referred to as the "Contractor")

DEFINITIONS

For the purposes of fulfilment of this Framework Contract for Work, the Customer and the Contractor have agreed on the following definitions which they refer to in this contract:

Term	Definition
Contract	This Framework Contract for Work;
Contracting Parties	Customer and Contractor jointly;
Contractor's Employee	An employee of the Contractor or a third party acting on behalf of the Contractor, or an employee of a third party acting on behalf of the Contractor;
Customer's Employee	An employee of the Customer or a third party acting on behalf of the Customer, or an employee of a third party acting on behalf of the Customer;
Customer's Facility	A facility owned by the Customer and/or in which the Customer performs its business activities, including KS01;
FAT	Test of GG performed in the Repair Shop after completing the Mid-Life Overhaul or Major Overhaul (Factory Acceptance Test); in accordance with agreed OEM test criteria
FP	Fire protection;
Gas Generator (hereinafter referred to as "GG")	Gas generators LM2500DLE of the TuS (S/N: 671-231) located at KS03; and LM2500+DLE (S/N: 642-200 and S/N: 642-199) located at KS01 owned by the Customer;
HPT	High pressure turbine of the GG;
Initial Inspection	Inspection of the current condition of GG in the Repair Shop of the Contractor
International Treaty	An applicable international treaty on the avoidance of double taxation concluded between the SR and the country of the registered office of the Contractor (if applicable);
Compressor station or KS	A facility owned by the Customer in which the Gas Generators are installed
KS01	The compressor station 01 of the Customer in Veľké Kapušany in the SR territory;
KS03	The compressor station 03 of the Customer in Veľké Zlievce in the SR territory
Member State	A state that is a member of the European Union or the European Economic Area;
Mid-Life Overhaul	GG overhaul according to this Contract;
Major Overhaul	GG overhaul according to this Contract;
Must be Items	Must be Items consist of the works and/or fulfilments compulsory in the case of Mid-Life Overhaul or Major Overhaul prescribed by OEM. These items are provided in Annex No. 1 or Annex No. 2 hereof under the name "Must be items".
O&M Manuals	Manuals issued by the OEM for the operation and maintenance of GG and/or TuS, including applicable specifications, procedures, standards, practices and recommendations, established by the OEM for performing the Mid-Life Overhaul or Major Overhaul;

OEM	Original Equipment manufacturer of GG- GE Oil&Gas (Nuovo Pignone)
OH&S	Occupational Health and Safety;
Optional Items	Optional items consist of the works and/or fulfilments; execution of which may be required within the Mid-Life or Major Overhaul but their inevitability and exact quantities will be known only after the performance of Initial Inspection and such works and/or fulfilments that are subsequently agreed between the Parties. To the extent known, these items are provided in Annex No. 1 or Annex No. 2 hereof under the name "Optional Items".
Partial Contract	Each partial contract concluded between the Contracting Parties under and in accordance with this Contract during its term, which will come in the form of a purchase order issued by the Customer and accepted (confirmed) in writing by the Contractor;
Permanent Establishment	An organisational unit or a permanent establishment of the Contractor pursuant to the applicable legal regulations and the applicable International Treaty, located in the SR territory;
Repair Shop	The repair shop of the Contractor or of any third party acting on behalf of the Contractor, in which the work according to this Contract is performed;
SR	Slovak Republic;
Service bulletins	Technical improvement in a scope necessary pursuant to the applicable OEM Manuals;
Takeover Protocol	A written confirmation of takeover of the Work under this Contract;
TuS	Turbo-compressor unit owned and operated by the Customer at KS01 and KS03, driving unit of that is GG and is labelled T1, R5 or R6;
VAT	Value added tax;
Warranty Period	Warranty period as defined under article IX. 1.1.

PREAMBLE

1. The Customer is the owner and independent operator of the gas transmission system, as part of which it operates a fleet of turbo-compressor units dedicated to compressing the natural gas, including TuS T1 installed at KS03, TuS R5 and TuS R6 installed at KS01.
2. The main target of the Contract is to ensure by means of the effective and qualified implementation of the Mid-Life Overhaul of T1 and Major Overhauls of R5 and R6 that GGs achieve parameters agreed in this Contract and/or prescribed by OEM in applicable O&M Manuals covering the Mid-Life Overhaul and Major Overhaul in the scope specified in this Contract, and to increase safety and/or reliability level of GGs.
3. The purpose of this Contract is to set up the mutual rights and obligations arising between the Customer and the Contractor within performing their contractual obligations under this Contract.

I.

SUBJECT MATTER OF THE CONTRACT

1. The subject matter of the Contract is the obligation of the Contractor to perform for the Customer, upon respective Partial Contracts and in the scope and under the conditions agreed in this Contract, the Mid-Life Overhaul of one GG S/N: 671-231 and 2 Major Overhauls of two GGs S/N: 642-200 and S/N: 642-199 (hereinafter referred to as the „Work“).
2. The Mid-Life Overhaul and Major Overhaul of GG includes:
 - a) Transporting of GG from KS to the Repair shop;
 - b) Initial inspection of GG;
 - c) Repair of GG;
 - d) FAT;
 - e) Mapping of GG after its re-installation at corresponding KS;
 - f) Witness Running test of GG by Customer after its re-installation at corresponding KS;
 - g) Transporting of GG from KS to the Repair Shop and back to KS;

The accurate specification of the Mid-Life Overhaul and Major Overhaul shall be always stated in the respective Partial Contract as mutually agreed by the parties.

3. The Contractor is obliged to perform the Work under the specification presented in Annex No. 1 to the Contract – Specification And Pricelist of the Mid-Life Overhaul (hereinafter referred to as the “Annex No. 1”), or Annex No. 2 to the Contract – Specification And Pricelist of the Major Overhaul (hereinafter referred to as the “Annex No. 2”) respectively, pursuant to applicable O&M Manuals and in the scope determined according to this Contract, the respective Partial Contract, applicable O&M Manuals and upon the actual technical condition of the respective GG.
4. Contracting Parties agreed, that the Customer may request to change Annex No. 1 and/or Annex No. 2. In such case, the Customer shall notify the Contractor by sending updated version of the Annex No. 1 and/or Annex No. 2. For avoidance of doubt, such change of the Annex No. 1 and/or Annex No. 2 shall not be a subject of amendment to this Framework Contract but shall be subject to mutual agreement of the Contracting Parties.
5. The obligation of the Contractor to deliver to the Customer an appropriate accompanying documentation related to the Work under this Contract will be specifically stated in the respective Partial Contract (hereinafter referred to as the “Accompanying Documentation”), which shall also be considered a part of the Work. The Contractor is obliged to deliver to the Customer a complete set of the Accompanying Documentation 1x in the original paper

form and 1x in an electronic form. For the purposes of this Contract, besides the originals of valid documents (usually sealed by original imprint of a stamp and/or signature of their issuer) also copies of the documents whose originals the Contractor is not able to provide to the Customer, are deemed the original paper form provided that such documents are sealed by the original imprint of the Contractor's stamp and signed by a responsible person of the Contractor.

6. Performing of the tests prescribed according to this Contract, respective Partial Contract and applicable O&M Manuals forms a part of the Work as well.
7. Also the performances, activities and/or deliveries that are not explicitly specified in this Contract or in the respective Partial Contract, however the necessity of which for due completion of the Work the Contractor could have reasonably foreseen with the due professional care at the time of concluding the respective Partial Contract and/or are evident from the applicable O&M Manuals, form a part of the Work.
8. The Customer undertakes to take over the duly performed Work from the Contractor and to pay to the Contractor the price for the Work in accordance with Article VI of this Contract.
9. The Contractor commits himself to perform this Contract on his behalf and within his responsibility.

II.

PARTIAL CONTRACTS

1. The Customer shall be entitled to deliver to the Contractor at any time during the validity hereof, a proposal for the conclusion of Partial Contract (hereinafter referred to as "Purchase Order") which shall contain at least:
 - a) Purchase Order number and its date of issue;
 - b) Identification of the Contracting Parties;
 - c) A reference to of this Contract;
 - d) Work specification (detailed scope of the Work);
 - e) Total price based on the Contractor's bid submitted according to par. 11. of this article;
 - f) Date of the Work performance completion;
 - g) Time schedule;
 - h) Place of the Work performance.
2. The Contracting Parties agree that the Customer's Purchase Order can be issued in the paper or electronic form. For the purposes hereof, the Purchase Order of the Customer scanned in the PDF format (or in other generally available graphical format such as JPG etc.) and sent to the e-mail address of the Contractor provided in par. 6 of this article hereof or via a web-based portal established by the Contractor shall be deemed to be a Purchase Order issued and delivered to the Contractor electronically.
3. The delivery of the Purchase Order by the Customer shall constitute a proposal for conclusion of a Partial Contract hereunder and only a written acceptance of the Purchase Order by the Contractor shall mean the acceptance of this proposal. Contractor will confirm the Purchase Order issued and delivered in compliance with the terms stipulated herein.
4. The Contractor shall confirm the Purchase Order delivered in a paper form to the address of its registered office (by post, by a courier or in person) by its signature and provides the date and name of the authorised person. The Contractor undertakes to deliver the written acceptance of the Purchase Order to the Customer without undue

delay, however, no later than five (5) working days from the Customer's Purchase Order delivery date to the Contractor.

5. The Customer's Purchase Order delivered to the Contractor electronically shall be confirmed by the Contractor in the same manner as described in par. 4 of this article hereof and the confirmed Purchase Order shall be scanned in the PDF format (or in other generally available graphical format such as JPG etc.) and delivered to the Customer without undue delay, however, no later than five (5) working days from its sending date electronically (via e-mail) to the e-mail address of the Customer provided in par. 6 of this article hereof.
6. For the purposes of the Purchase Order delivery and conclusion pursuant to the provisions of this article hereof, the Contracting Parties agree upon the following authorised persons:

Authorized persons of the Customer:

Name and surname	Position	E-mail	Tel.
Lenka Gažová	Strategic Purchaser	lenka.gazova@eustream.sk	+421262507147
Ján Repa	Strategic Purchaser	jan.repa@eustream.sk	+421262507167
Pavol Jurík	Purchaser	pavol.jurik@eustream.sk	+421262507184
Andrea Marčeková	Purchaser	andrea.marcekova@eustream.sk	+421262507187

Authorized persons of the Contractor:

7. In case of a change of the authorised person and/or the address for sending Purchase Orders and/or conclusion of Partial Contracts, the Contracting Party with which the change occurred shall be obliged to notify this change to the other Contracting Party without undue delay in writing. In case of change of those data, it is not necessary to conclude an amendment hereto and the information sent to the other Contracting Party according to the previous sentence shall be sufficient.
8. The Contracting Parties agree that a written document delivered by post, a courier, in person, or electronically via e-mail shall be deemed to be a delivered written document according to this article hereof.

9. A Partial Contract shall be deemed to be concluded as of the moment of delivery of the signed and written acceptance of the Purchase Order to the Customer.
10. The rights and obligations of the Contracting Parties arising from the Partial Contracts that were concluded during the term of this Contract shall be governed by the provisions of this Contract even after the term of this Contract lapses. A Partial Contract concluded between the Contracting Parties during the term of this Contract shall remain in force unchanged even after the term of this Contract lapses, and this until the date agreed in such a Partial Contract or until the fulfilment of all obligations arising from that Partial Contract.
- 11. Method for the Submission of bid**
 - 11.1 Prior to issuance of the Purchase Order, the Customer shall be entitled to invite the Contractor for the submission of bid.
 - 11.2 The invitation of the Customer to submit the bid must be in writing and must contain all conditions and information required for the bid elaboration and submission by the Contractor, however, mainly the scope of the Work, place and date of delivery, method, place and period for the bid submission and criteria for bid evaluation along with other information necessary for the bid submission.
 - 11.3 The basic rules for the bid submission will be provided in the relevant call (invitation) by which the Customer invites the Contractor to submit the bid.
 - 11.4 The bid shall contain total price including prices for all items i.e. Must be Items, Optional Items, Service bulletins as specified in Annex No. 1 and/or Annex No. 2 hereto.
 - 11.5 The Customer shall be entitled to invite also third parties (which have concluded a specific framework contract to this subject matter with Customer) to submit a bid and allow them to submit competitive bids besides the Contractor. The Customer shall be entitled to conclude a specific Partial Contract with such a third party following the bid.
 - 11.6 The invitation according to par. 0 of this article shall be sent by the Customer electronically via an electronic portal concurrently to all invited parties.
 - 11.7 The Customer shall proceed in compliance with the conditions provided in the relevant call (invitation) for bids and shall specify the same conditions for all invited parties.
 - 11.8 The Customer shall be obliged to evaluate bids according to the PRICE – 100 % criterion which shall be applied in a manner mentioned in the relevant call for bid.
 - 11.9 The Contracting Parties agree that for purposes of the delivery of calls for bids as well as for the communication purposes the contacts of the Contracting Parties provided in par. 6. of this article shall be used.

III.

TERMS AND PLACE OF PERFORMANCE OF THE WORK

1. The Contractor is obliged to take over each GG from the Customer at Compressor Station for performing the Work in the term agreed in the respective Partial Contract, however within 2 weeks from concluding the respective Partial Contract at latest, unless the Contracting Parties agree in the respective Partial Contract on a longer period.
2. The Contractor is obliged to perform the Work in its entire scope according to Article I paragraph 2 letters a) to g) of the Contract within 15 weeks from concluding the respective Partial Contract at latest, unless the Contracting Parties agree in the respective Partial Contract on other term.
3. Accurate terms of performing the Work must be agreed in the respective Partial Contract.
4. The Contractor is obliged, within 10 working days from concluding the respective Partial

Contract at latest unless the Contracting Parties agree in the respective Partial Contract on a longer period, to submit to the Customer a detailed time schedule of performing the Work (hereinafter referred to as the “Work Time Schedule”) that must respect the terms agreed in this Contract and in the respective Partial Contract. The Contractor is also obliged to inform the Customer in writing, at regular weekly intervals, on the course of the Work performing, indicating therein an overview of fulfilling individual deadlines pursuant to the Work Time Schedule, reasons of eventual delay in fulfilling these deadlines and remedy measures taken by the Contractor, as well as indicating the supposed and actual terms of performing the Work and relevant explanations of eventual differences between these terms towards the Work Time Schedule.

5. The Repair Shop outside of the SR territory is the place of performing of the Work.
6. Compressor Station is the place of delivery of the GG by the Customer to the Contractor for the Work performing.
7. Compressor Station is the place of taking over the Work to the Customer.
8. Title to GG will remain with Customer at all time during performance of the Work.

IV. METHOD AND CONDITIONS OF PERFORMING OF THE WORK

1. Method of the Work Performing

- 1.1. In performing of the Work, the Contractor is obliged to proceed as follows:
 - a) To perform all the activities marked in the Annex No. 1 and/or Annex No. 2 as “Must be Items” (hereinafter referred to as the “Must be Items”) in their entire scope specified in the Annex No. 1 and/or Annex No. 2 and/or in applicable O&M Manuals, regardless of the actual technical condition of the respective GG;
 - b) To perform only those of the activities marked in the Annex No. 1 and/or Annex No. 2 as “Optional Items” (hereinafter referred to as the “Optional Items”) and in such scope as it is necessary pursuant to the applicable O&M Manuals and with regard to the actual technical condition of the respective GG for achieving the main target of this Contract;
 - c) To perform only those of the activities marked in the Annex No. 1 and/or Annex No. 2 as “Service Bulletins” (hereinafter referred to as the “Service Bulletins”) and in such scope as it is necessary pursuant to the applicable O&M Manuals and with regard to the actual technical condition of the respective GG for achieving the main target of this Contract;

2. Initial Inspection

In order to determine the actual technical condition of GG, the Contractor is obliged to perform, as a part of the Work, an initial inspection of the respective GG (hereinafter referred to as the “Initial Inspection”) without any undue delay, however within 5 weeks from concluding the respective Partial Contract at latest.

- 2.1. The Customer is entitled to attend the Initial Inspection or a part thereof. The Customer’s costs associated with the Customer’s presence at the Initial Inspection are borne by the Customer. The Contractor is obliged to inform the Customer about the terms of the Initial Inspection commencement and completion as well, without

any undue delay, however within 10 working days prior to its commencement at least, unless the Contracting Parties agree otherwise in the manner according to Article XIII paragraph 4.2 of this Contract.

- 2.2. The Contractor is obliged to elaborate a written report of the Initial Inspection, which must include at least the following particulars:
- a) Identification information of both Contracting Parties;
 - b) Registration number of this Contract and the number of the respective Partial Contract, both assigned by the Customer;
 - c) Identification of the GG that is the subject of the Initial Inspection (S/N);
 - d) List and results of all inspections, diagnostic activities and procedures, as well as tests performed within the Initial Inspection, including the appropriate protocols;
 - e) List of defects found out during the Initial Inspection, along with assessment and indication of their remediability (reparability) and methods of their elimination, including suitable alternatives, if any (e.g. repair of a part, or its replacement for a refurbished similar one, or its replacement by an adequate new not yet used part), and a list of unrepairable parts for replacement; the Contractor is obliged to propose to the Customer such methods of defect elimination that are the most effective for the Customer in terms of Mid-Life Overhaul and/or Major Overhaul costs and time of its duration and which shall assure the quality of the respective parts corresponding to Customer's requirements and/or applicable O&M Manuals;
 - f) Other information and/or relevant photo documentation of defects and/or findings, if necessary for their due documenting;
 - g) Date, place and time of elaboration of the Initial Inspection report;
 - h) Date and signature of the Contractor's responsible person;
- (hereinafter referred to as the "Initial Inspection Report").
- 2.3. The Contractor is obliged to submit to the Customer the Initial Inspection Report of the GG within 2 working days from carrying out the Initial Inspection at latest, unless the Contracting Parties agree otherwise in the manner according to Article XIII paragraph 4.2 of this Contract.
- 2.4. The Contractor is obliged to allow the Customer to inspect individual parts of GG immediately, however within 10 working days after completing the Initial Inspection at latest, as well as to discuss the Initial Inspection Report, unless the Contracting Parties agree otherwise in the manner according to Article XIII paragraph 4.2 of this Contract.
- 2.5. The Customer shall approve the method of performing the individual GG part repairs within 10 working days from discussing the Initial Inspection Report at latest, unless the Contracting Parties agree other appropriate period in the manner according to Article XIII paragraph 4.2 of this Contract. The Contractor is obliged to proceed further in repairing the individual GG parts in a way proposed by Contractor that the Customer agrees.

3. Repair of GG

- 3.1. Once the Initial Inspection is completed, the Contractor is obliged, as a part of the Work, to perform the repair of GG in the scope pursuant to Article I paragraph 3 of this Contract, including performing all diagnostic inspections and checks and other operations resulting thereof that have not been performed yet within the Initial Inspection but performing of which is necessary, pursuant to this Contract, for determining the actual technical condition of GG within the Mid-Life or Major

Overhaul.

- 3.2. If the Contractor, in executing the GG repair, finds out that some of the activities which the Contractor is obliged to carry out within the Work, are not possible to be performed according to the method approved by the Customer under paragraph 2.5 of this Article, the Contractor is obliged to inform the Customer in writing about it immediately. Along with this information, the Contractor is obliged to propose to the Customer other method of performing the given activity pursuant to the Annex No. 1 and/or Annex No. 2, which is the most effective for the Customer in terms of the Mid-Life or Major Overhaul costs and time of its duration, and concurrently to submit to the Customer also appropriate price calculation elaborated pursuant to Annex No. 1 and/or Annex No. 2 for the proposed method of performing the respective activity, and also the term of its completion as well.

In this event, the Contractor is entitled to continue in performing the aforementioned activity only upon a written consent of the Customer who shall not withhold or refuse such consent without any relevant reason. In this case, the Contractor is obliged to proceed further in performing the respective activity according to the method approved by the Customer.

- 3.3. The Contracting Parties have agreed that also replacement of any part of the GG with a relevant part can be used for elimination of any defect thereof (hereinafter referred to as the "Replacement Part") instead of repairing the original GG part and to the extent stipulated by the Customer, whereas such replacement is considered an equivalent service to original part repair.
- 3.4. In the event of eliminating a defective part of the GG with a Replacement Part as per paragraph 3.3 of this Article, the Replacement Part can be a refurbished one (i.e. an appropriate used part that has been refurbished and possess all the properties prescribed pursuant to applicable O&M Manuals) or a new not yet used one, however, in each event the Contractor is obliged to provide the Customer an appropriate part approved by OEM for using on GG for the same purpose as the original part.
- 3.5. In the event that any GG parts are found unrepairable and not usable for their original purpose anymore, the original (replaced) unrepairable parts of GG remain the property of the Customer, and the Contractor is obliged to send them back to the Customer along with GG. Such unrepairable parts are for the purposes of the custom clearance deemed scrap material of the price of EUR 1.-. The Contracting Parties may agree even otherwise than provided in this paragraph, in the manner according to Article XIII paragraph 4.2 of this Contract.

4. FAT

- 4.1. After completion of the GG repair according to paragraph 3 of this Article, the Contractor is obliged to perform FAT in the Repair Shop with the aim to demonstrate that the repair of GG has been performed in accordance with this Contract, respective Partial Contract and applicable O&M Manuals.
- 4.2. The Contractor is obliged to notify the Customer of the date of FAT execution at least 10 working days in advance.
- 4.3. The successful completion of FAT must be confirmed by a written protocol on performing FAT, which must contain in particular (but not exclusively):
- a) Identification information of both Contracting Parties;
 - b) Registration number of this Contract and the number of the respective Partial Contract, assigned by the Customer;
 - c) Names of both Contracting Party representatives who attend FAT;

- d) Date, place and time of FAT performing;
 - e) GG identification (S/N);
 - f) List of defects and insufficiencies found out during FAT, which do not prevent from safe, reliable and permanent usage of the Work and/or GG, or which do not deteriorate substantially any commercial properties or value of the Work and/or GG, along with indication of the methods and deadlines of their elimination or identification of an eventual substitute performance to be provided by the Contractor to the Customer;
 - g) List and results of tests and measurements (including a brief description of these measurement methodologies) that have been performed within FAT;
 - h) List of the Accompanying Documentation being handed over, or having been already handed over, to the Customer;
 - i) Other information, if needed;
 - j) Date and signatures of authorized representative of both Contracting Parties; (hereinafter referred to as the "FAT Protocol").
- 4.4. The Contractor is obliged to elaborate a draft of the FAT Protocol in two original counterparts, of which each Contracting Party shall possess one counterpart. The FAT Protocol is valid, if signed by both Contracting Parties.
- 4.5. In the event, if during FAT it is demonstrated that the GG repair according to paragraph 3 of this Article has not been performed in accordance with this Contract, respective Partial Contract or applicable O&M Manuals, the Contractor is obliged to remedy at its own costs within the period that the Contracting Parties shall agree for this purpose in the respective FAT Protocol. Beside others, also description of the found defect or insufficiency, which is subject of this remedy, method of and the period for remedy completion must be indicated in the FAT Protocol. The period for remedy is 30 days from FAT completion, unless the Contracting Parties agree in the manner according to Article XIII paragraph 4.2 of this Contract on other period that is adequate to the defect nature or method of its remedy. The Contractor is obliged subsequently to repeat FAT. If the Contractor does not meet due to aforesaid reason the agreed term of the Mid-Life Overhaul completion the Customer has right to exercise the contractual penalty for delay according to Article X of this Contract towards the Contractor.
- 4.6. Costs related to Customer's attendance at FAT are borne by the Customer. Proven and reasonably incurred costs of the Customer connected with its attendance at repeated FAT pursuant to paragraph 4.5 of this Article are borne by the Contractor. Should the Customer fail to attend FAT, the Contractor is entitled to execute FAT without Customer's presence, while the Contractor is obliged to inform the Customer in writing without any delay on the results of FAT. In such a case the FAT results are considered as verified by both Contracting Parties.

5. Mapping of GG after its re-installation at corresponding KS

- 5.1. After GG re-installation at corresponding KS, the Contractor is obliged to perform mapping of GG in accordance with applicable O&M Manuals.

6. Running test of GG after its re-installation at KS

- 6.1. After completion of the GG re-installation at corresponding KS and mapping of GG, the Customer shall perform a test of GG, at attendance of the Contractor's Employee(s), within which the Customer is obliged to run the respective GG (the entire TuS) for the period of 72 hours, unless the Contracting Parties agree in the

manner according to Article XIII paragraph 4.2 of this Contract otherwise, with regard to the actual operational conditions of the Customer, with the aim to verify the proper functionality of the GG after the Mid-Life or Major Overhaul. During the GG operation period specified in the preceding sentence, no unscheduled emergency shutdown of GG can occur. The Contractor is obliged to arrange that the aforesaid GG running test at KS shall be attended by a qualified Contractor's Employee(s) competent to eliminate GG defects or problems that can be reasonably expected during such a running test.

- 6.2. Within the GG running test after the re-installation, the Customer is obliged to perform measurements of the mechanical power of GG, CO and NO_x emissions and vibrations at the presence of the Contractor, with the aim to verify the fulfilment of the conditions according to Article IX paragraph 2.3 letters a), b) and c).
- 6.3. The Customer is obliged to notify the Contractor of the term of GG running test after the re-installation at KS at least 1 week in advance, unless the Contracting Parties agree otherwise in the manner according to Article XIII paragraph 4.2 of this Contract.

7. Transporting of GG from KS to the Repair Shop and back

- 7.1. The Contractor is obliged, at its own costs, to ensure the transportation of GG from KS to the Repair Shop and back to corresponding KS, apart from the GG loading and unloading at the KS which shall be the Customer's responsibility. The Contractor shall ensure any customs procedures outside the territory of the Slovak Republic related to the GG transportation in connection with the Work including all necessary official permissions and/or licenses whereas all costs related to such customs procedures including all and any related fees, charges, duties and/or taxes shall be borne by the Contractor and are already included in the total Price.
- 7.2. The Customer shall ensure an insurance of GG for transporting of GG from KS to the Repair Shop and back. Moreover the Customer shall ensure the customs procedures on the territory of the Slovak Republic related to the GG outward processing (temporary export) for the purpose of the Mid-Life or Major Overhaul and GG importation back to the Slovak Republic, including all necessary official permissions and/or licenses whereas all related costs, fees, charges, duties and/or taxes shall be borne by the Contractor.

8. Communication

- 8.1. The Contracting Parties have agreed that any communication between the Contracting Parties, i.e. all notices, information, written documents or declarations of will of the Contracting Parties, must be made in writing in the English language in the form of a letter, to be send to the address of the respective Contracting Party's registered office or by an e-mail. For the purposes of communication and delivering of documents, the Contracting Parties have agreed the following contact persons:

- a) For the Customer (name and surname; position; e-mail; phone number; mobile phone number):

Mr. Ján Repa, Strategic Buyer, jan.repa@eustream.sk ; +421 (2) 6250 7167;

Mrs. Lenka Gažová, Strategic Buyer, lenka.gazova@eustream.sk ; +421 (2) 6250 7147

Mr. Milan Milošovič; Supervisor – Project Manager,
milan.milosovic@eustream.sk; +421 (0)37 625 5314; +421 (0)905 202 688;

- b) For the Contractor (name and surname; position; e-mail; phone number; mobile phone number):

- 8.2. The Contracting Parties have further agreed that the respective Contracting Party is obliged to inform the other Contracting Party of any change in the contact information necessary for the due performance of the Contract in writing (changes in contact persons, e-mail addresses, as well as identification data of the Contracting Parties under this Contract). The Contracting Parties have explicitly agreed however that in the event of changes to this information it is not necessary to conclude any amendment to this Contract and the information sent to the other Contracting Party pursuant to the preceding sentence is sufficient.

9. Takeover of the Work

- 9.1. The Contractor fulfils its obligation to perform the Work by its due performance, completion and handover to the Customer within the contractually agreed deadline all in accordance with this Contract.
- 9.2. The Contractor is obliged to demonstrate the fulfilment of its obligations after completion of the Work by applicable tests specified in this Contract, in the respective Partial Contract or applicable O&M Manuals.
- 9.3. The Customer is obliged to invite the Contractor for attending the takeover of the Work at corresponding KS at least 1 working day in advance, unless the Contracting Parties agree otherwise in the manner according to Article XIII paragraph 4.2 of this Contract.
- 9.4. The Customer is obliged to take over the duly performed Work from the Contractor. The duly performed Work is deemed the Work without any defects or shortages, that would prevent safe, reliable and permanent usage of the Work and/or GG or that would deteriorate substantially any commercial properties or the value of the Work and/or GG, completed in accordance with this Contract and the respective Partial Contract as well as with applicable O&M Manuals.
- 9.5. The Customer is entitled, but not obliged however, to take over the Work also with minor defects that do not prevent safe, reliable and permanent usage of the Work and/or GG, or that do not deteriorate substantially any commercial properties or the value of the Work and/or GG.
- 9.6. The takeover of the Work must be confirmed by the Takeover Protocol which must include in particular (but not exclusively):
- a) identification information of both Contracting Parties;
 - b) registration number of this Contract and the number of the respective Partial Contract, assigned by the Customer;
 - c) names of representatives of both Contracting Parties authorised for the handover / takeover of the Work;
 - d) identification and the scope of the handed over / taken over Work;
 - e) date and place of Work takeover;

- f) declaration of the Contractor that the Work has been performed duly and without defects that would prevent safe, reliable and permanent usage of the Work and/or GG or that would deteriorate substantially any commercial properties or the value of the Work and/or GG, or alternatively;
 - g) list of defects identified during the takeover of the Work that do not prevent safe, reliable and permanent usage of the Work and/or GG or that do not deteriorate substantially any commercial properties or the value of the Work and/or GG, along with indication of methods and deadlines for their elimination or the identification of the substitute performance to be provided by the Contractor to the Customer;
 - h) list of all activities performed in fact by the Contractor within performing the Work, signed by both Contracting Parties, indicating the scopes in which individual activities have been really performed, along with the prices according to the Annex No. 1 and/or Annex 2 and relevant reasoning of their need (unless the contractor has submitted such reasoning to the Customer earlier), and this in the form of revised Annex No. 1 and/or Annex 2 in the paper and also electronic form in format MS Excel, and including the time range of Contractor's activities performed at KS signed by both Contracting Parties;
 - i) list and results of checks, tests, examines and/or measurements (including a brief description of these measurement methodologies) that had been performed within the Work but that have not already been included in the Initial Inspection Report of FAT Report (in such event only references to the respective documents, in which these checks, tests, examines and/or measurements are presented along with their results, are sufficient), including assessment of the measurements of the mechanical GG power, CO and NO_x emissions and vibrations according to Article IV paragraph 6.2 of the Contract;
 - j) list of the Accompanying Documentation being handed over, or having been already handed over respectively, to the Customer;
 - k) clear statement of the Customer that the Customer takes over the Work from the Contractor;
 - l) any other information, if necessary for due documenting of meeting the Contractor's contractual obligations and/or for due handover / takeover of the Work;
 - m) signatures of the authorised representatives of both Contracting Parties;
- 9.7. The Contractor is obliged to prepare the draft of Takeover Protocol and submit it to the Customer for approval after completing the GG run test after re-installation at KS according to paragraph 6 of this Article. The Customer is obliged to sign the Takeover Protocol at latest within 5 working days from its submitting by the Contractor according to this Contract, if the Work shows no defects or if the Customer raises no legitimate complaints towards the submitted Takeover Protocol.
- 9.8. The Takeover Protocol shall enter into force upon its signature by the representatives of both Contracting Parties, and for the purposes of VAT it is deemed a document proving the day of the Work takeover.

10. Changes in the Work

- 10.1. In the event that in performing of the Work, due to reasons which the Contractor could not have anticipated at the time of concluding this Contract and even at the time of concluding the respective Partial Contract as well, even by exercising the due professional care, it emerges that the Work cannot be performed in the scope agreed in the respective Partial Contract or the Work cannot be performed by the agreed method, or the agreed scope of the Work or the method of its performing does not

allow to perform the Work duly and in accordance with the purpose of this Contract, the Contractor is obliged to inform the Customer in writing about such fact without any undue delay.

- 10.2. In the event pursuant to the point 10.1 of this article, the Customer is entitled to request the Contractor in writing for submitting a specification of all the necessary changes in the scope or method of Work implementation and, at the same time, also for submitting a price offer for such changes, and this in the form of the revised Annex No.1 and/or Annex No. 2 in electronic form in the format of MS Excel.

In this event, the Contractor is obliged to submit to the Customer the requested specification of the changes to the scope or method of Work implementation as well as an appropriate price offer without any undue delay, however within 10 working days from the receipt of the Customer's request for their submission at latest, unless the Contracting parties agree otherwise in the manner according to Article XIII paragraph 4.2 of this Contract. The specification or price offer according to the preceding sentence must contain, besides the detailed specification of the needed changes to the scope and method of Work implementation, also a list of GG parts that are to be additionally repaired/replaced/delivered, and the reasons for their repair/replacement/delivery.

- 10.3. The Contractor is entitled to perform the Work in the changed scope only upon a written consent of the Contracting Parties to the changes in the scope of the Work and to the price for the changed scope of the Work, in form of an amendment to the Partial Contract. Said amendment to the Partial Contract shall stipulate the agreed new Time Schedule for the Work.

V.

RIGHTS AND OBLIGATIONS OF CONTRACTING PARTIES

1. Rights and Obligations of the Contractor

- 1.1. In performing this Contract, the Contractor undertakes:
- a) To perform the Work in the scope, by the method and within the deadlines agreed in this Contract and in the respective Partial Contract, and to fulfil duly all its responsibilities and obligations arising from this Contract and the applicable Partial Contract;
 - b) To maintain the validity of the authorisations received from OEM as well as all other authorisations, permissions, licenses etc., entitling the Contractor to perform the Work according to applicable legal regulations or ensuring for the Contractor the support of OEM necessary for the due performing of the Work, and to inform the Customer immediately in the event of expiration of the validity thereof; breach of any of the aforementioned obligation is deemed a material breach of the Contract by the Contractor;
 - c) To proceed with due professional care in performing the Work and to always authorize for fulfilling its obligations according to this Contract or respective Partial Contract only skilled qualified persons who are duly authorized, pursuant to applicable legal regulations related to the Work as well as appropriate O&M Manuals, to perform the given activity.
 - d) To observe applicable legal regulations applying to the implementation of the Work;
 - e) To observe all regulations, recommendations and manuals issued by the OEM,

- which apply to the implementation of the Work;
- f) While performing the Work at KS or in other Customer's Facility, to follow relevant operative instructions of the Customer, in particular (however not exclusively) in area of OH&S, FP and environment;
 - g) During performing the activities according to this Contract and respective Partial Contract at KS or other Customer's Facility, to equip the Contractor's Employees with appropriate work clothing bearing the trade name of the Contractor and to equip them with the appropriate protective personal work means;
 - h) To hand over GG for transporting only upon successful FAT completion and signing the respective FAT Protocol by both Contracting Parties;
 - i) To inform the Customer timely and without any undue delay about all important facts that could threaten, restrict or otherwise negatively affect the performance of the Work on part of the Contractor, or possibly cause the non-observance of the established deadlines for the performance of the Work;
- 1.2. The Contractor explicitly agrees that the re-installation of GG at corresponding KS after overhauling GG in the Repair Shop shall be performed by the Customer according to paragraph 2.1, letter d) of this Article.
- 1.3. Goods moved from the territory of the Slovak Republic to another EU Member State or the third State in order to carry out a repair on the goods, will be repaired, shipped from the State where the transport of these goods from the Slovak Republic was ended back to the Slovak Republic.

2. Rights and Obligations of the Customer

- 2.1. In performing this Contract, the Customer undertakes:
- a) Prior to handing over the GG to the Contractor at KS for the purpose of performing the Work, to perform a reference running test of each GG at the presence of the Contractor (unless the Contracting Parties agree otherwise in the manner according to Article XIII paragraph 4.2 of this Contract), during which the Customer is obliged to run the respective GG (the whole TuS) and perform measurements of benchmark values of the GG mechanical power at the coupling, CO and NO_x emissions and vibrations (hereinafter referred to as the "Reference Test");
 - b) To notify the Contractor of the term of commencement of each GG Reference Test at least 2 weeks in advance, unless the Contracting Parties agree otherwise in the manner according to Article XIII paragraph 4.2 of this Contract;
 - c) To provide a copy of results of each GG Reference Test immediately after completing this test;
 - d) To perform the re-installation of GG at corresponding KS after completion of its repair, FAT and after its transporting from the Repair Shop back to corresponding KS, by means of the Customer's Employees duly qualified and authorized pursuant to applicable legal regulations and applicable O&M Manuals to assembling/disassembling the GG, and without any supervising of the Contractor, unless the Contracting Parties agree otherwise in the respective Partial Contract;
 - e) To perform the running test after GG re-installation according to Article IV paragraph 6 of the Contract at the presence of the Contractor;
 - f) To provide the Contractor with cooperation in mapping of GG as well as in performing other obligations of the Contractor at corresponding KS under this Contract and the respective Partial Contract, which is necessary for the proper fulfilment of contractual obligations by the Contractor;

- g) To provide a suitable transporting container to the Contractor for transporting the GG from KS to the Repair Shop and back, and to ensure loading and unloading this container including GG at corresponding KS;
 - h) To grant access for the Contractor's Employees to KS, including the respective vehicles, for the purpose of performing the Work;
 - i) To inform the Contractor without any undue delay about all important facts that could threaten or restrict or otherwise negatively influence the performance of this Contract by the Customer, or possibly cause the non-observance of the established Work performance deadlines by the Contractor;
- 2.2. The Customer is entitled to inspect the Work at any stage of its implementation and to notify the Contractor on an ongoing basis of any arisen defects with the request for their elimination within a mutually agreed period, and this without the Contractor being obliged to invite the Customer to perform such inspection.
- 2.3. In the event that the inspection of the Work is performed at the Repair Shop, the Customer is obliged to notify the Contractor of the date of performing the inspection at least 10 days in advance, unless the Contracting Parties agree otherwise in the manner according to Article XIII paragraph 4.2 of this Contract.

VI. PRICE

1. The total price for the Work shall be established in the respective Partial Contract upon the prices specified in the Annex No. 1 and/or Annex No. 2, while the Contracting Parties have agreed that:
 - a) The prices for the items marked in the Annex No. 1 and/or Annex No. 2 as Must be Items are agreed as fixed prices;
 - b) The prices for the items marked in the Annex No. 1 and/or Annex No. 2 as Optional Items are agreed as prices per unit;
 - c) The prices for the items marked in the Annex No. 1 and/or Annex No. 2 as the Service Bulletins are agreed as prices per unit.
2. Contractor undertakes to perform the whole Work for the total price according to paragraph 1 of this Article. In total price there is already included replacement or repair of the small/consumable items non explicitly specified in Annex No. 1 and/or Annex No. 2 which however form the essential part of the Work and which delivery or performance is necessary for dully completed Work. The price for the Work includes all the costs of the Contractor for the implementation of the agreed scope of Work including, but not exclusively, any Replacement Parts (as agreed in the scope of work), travel time of Contractor's employees, transport, board & lodging etc. under the respective Partial Contract.
3. The prices according to this Article are agreed in EUR excluding VAT. If applicable, VAT pursuant to the applicable legal regulations shall be applied onto the invoiced prices.

VII. PAYMENT AND INVOICING CONDITIONS

1. The Customer shall pay to the Contractor the price for the duly performed and handed over Work by a bank transfer, in its entirety, without any advances, based on invoices issued by

the Contractor to the Customer after the protocol takeover of the respective Work by the Customer pursuant to the respective Partial Contract.

2. A copy of the respective Takeover Protocol in accordance with Article IV paragraph 9 of this Contract, signed by both Contracting Parties and a copy of the transport documents must be enclosed to each invoice according to paragraph 1 of this Article.
3. The work shall be deemed taken over only after signing the Acceptance Protocol by both Contracting Parties per each individual Partial Contract. If the Contractor is delayed in performing the Test at Station for reasons attributable to the Customer, the days of delay will be added to the agreed date of work fulfilment. If such reasons attributable to the Customer persist more than 30 days, Contractor is entitled to invoice the part of the Total price related to the duly executed part of the work while the respective part of the work shall be deemed taken over simultaneously. For avoidance of doubt, the remaining part of the Total price shall be invoiced after signing of the Acceptance Protocol.
4. All invoices must be issued and paid in the Euro currency (EUR).
5. Each invoice issued by the Contractor to the Customer under this Contract must include all the particulars in line with the applicable legal regulations and, furthermore, it must also include the following:
 - indication that the document is an invoice;
 - invoice serial number;
 - name and surname or the trade name of the Contractor, the address of the Contractor's registered office, place of business or establishment;
 - trade name of the Customer, address of the Customer's registered office, place of business or establishment;
 - company registration number, tax identification number and identification number for tax (VAT ID) of both Contracting Parties;
 - place of incorporation of the Contractor and the identification number of the document, upon which the incorporation took place;
 - number of the Partial Contract (purchase order) and the Contract, including the indication of the date of issuance or conclusion thereof;
 - invoice issue date;
 - date on which the delivered goods or provided service was taken over by the Customer, or the date on which the payment was received (if the payment is received prior to delivery of the goods or prior to provision of the service is finished), if such a date can be determined and if it differs from the invoice issue date;
 - in case of a trilateral transaction, a reference to such a fact must be provided in the invoice;
 - quantity and type of the delivered goods or the scope and type of the provided service;
 - invoice maturity date;
 - variable symbol;
 - constant symbol (if applicable);
 - bank details of the Contractor in IBAN+ SWIFT (BIC) form;
 - the payment order as a form of payment;
 - VAT rate or statement of the exemption from VAT; with VAT exemption the reference must be indicated to the provision of the applicable act or Council Directive 2006/112/EC of 28 November 2006 on the common system of value added tax, as amended, or verbal information "the delivery is exempt from tax";
 - total payable VAT in Euros;
 - VAT base for each tax rate, unit price excluding VAT and any discounts or rebates, if not included in the unit price;

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- deduction of paid advances (if applicable);
 - amount payable;
 - place of Work performance;
 - name, signature and phone number of the responsible employee of the invoice issuer;
 - stamp of the invoice issuer;
 - if applicable, verbal information “invoice issued by the Customer”, in case that the Customer, who is the recipient of the goods or service, issues the invoice under applicable legal regulations;
 - if applicable, verbal information “reverse charge”, if the entity obliged to pay the tax is the recipient of the goods or service;
6. If the invoice does not contain the particulars agreed pursuant to this Contract or pursuant to the applicable legal regulations the Customer is entitled to return the invoice back to the Contractor without any payment. The maturity period of the invoice shall cease to lapse by the legitimate return of such invoice and it shall commence again in its entirety from the start on the day of delivery of the corrected or supplemented invoice. In such a case, the Contractor is not entitled to exercise any sanctions for a default in the fulfilment of financial obligation towards the Customer.
 7. The maturity period of each invoice is 30 days from the day of delivery thereof to the other Contracting Party. The date on which the owed amount is debited from the debtor's account to favour of the creditor's account, is considered the date of fulfilment of the financial obligation. Should the last day of the invoice maturity period falls for a day off, bank or public holiday in the country of the debtor's registered office, the creditor is obliged to accept the next first working day in the country of the debtor's registered office as the day of fulfilment of the financial obligation under the identical price and payment conditions.
 8. The creditor is responsible for the accuracy of the creditor's bank details in the form of IBAN and SWIFT (BIC) indicated in the invoice issued by the creditor. Should the bank details of the creditor in the form of IBAN and SWIFT (BIC), indicated in the creditor's invoice, be not identical with the bank details agreed in the Contract, the debtor is entitled to pay the invoiced amount to the bank details provided in the invoice. In such a case, the debtor is not liable for any damages that may incur as a result of indication of incorrect bank details of the creditor in the form of IBAN and SWIFT (BIC) in the invoice issued by the creditor. However, should there, for such a reason, any damage incur to the debtor, the debtor is entitled to claim the damage compensation from the creditor.
 9. The bank fees on the SR territory are borne by the Customer and the bank fees abroad are borne by the Contractor. In the event of violating a contractual condition related to the payment, all associated bank fees are borne by that Contracting Party who is responsible for this violation.
 10. The Contracting Parties have agreed that any transfer of any rights, including any receivables resulting from this Contract or Partial Contract is possible only upon the prior written consent of the other Contracting Party. Otherwise such transfer of rights, including any receivables, shall be invalid.

VIII. TAX MATTERS

1. In settlement of their tax obligations the Contracting Parties shall proceed in accordance with the valid and effective legal regulations of the country of which they are residents and in accordance with the applicable international legal norms. The option to assume tax liability on behalf of the other Contracting Party is excluded.

2. Should the Contractor not be a resident of the Slovak Republic, the Contractor shall submit to the Customer an officially authenticated certificate from the tax (financial) authority of its tax domicile (residence), within 15 days from the date of conclusion of the Contract at the latest, unless the Contractor had done so at the conclusion of the Contract. In case a payment pursuant to the Contract shall be made prior to the lapsing of a period of 15 days from the date of conclusion of the Contract, the certificate shall be submitted by the Contractor as to the date of conclusion of the Contract, at the latest on the date the first payment is made.
3. Should the Contractor not be a resident of the Slovak Republic, the Contractor shall submit an affidavit containing the following:
 - whether the Contractor has or it does not have a permanent commercial establishment in the Slovak Republic pursuant to the legal regulations applicable in the Slovak Republic, or pursuant to the respective treaty of avoiding double taxation (hereinafter referred to as "international treaty"),
 - whether the activities being the subject matter of the Contract are carried out through such permanent commercial establishment or, in case software or licence delivery is the subject-matter of the contract, the Contractor shall specify in an affidavit the real owner of the software/licences, - whether by virtue of the Contract the Contractor can acquire a permanent commercial establishment in the Slovak Republic or a tax obligation for the employees or persons working for the Contractor in the Slovak Republic can arise, pursuant to the legal regulations applicable in the Slovak Republic and the international treaty.

The above affidavit shall be submitted by the Contractor to the Customer at the conclusion of the Contract at the latest. Should the Contractor acquire a commercial establishment in the Slovak Republic after the conclusion of the Contract, the Contractor is obliged to notify the Customer of this fact in writing without delay.

4. Should the Contractor, not being a resident of the Slovak Republic, perform the subject matter of the Contract through its branch located in the Slovak Republic, the Contractor shall submit to the Customer at the conclusion of the Contract, or within 10 days from the date of conclusion of the Contract at the latest, an officially authenticated copy of the extract from the Commercial Register in respect to such branch, not older than 3 months.
5. Should the Contractor, being a resident of a member state of the European Union or being a resident of a member state of the European Economic Area, have a branch or a permanent commercial establishment in the Slovak Republic, such Contractor shall submit a declaration to the Customer at the conclusion of the Contract or within 10 days from the conclusion of the Contract at the latest certifying that the Contractor is subject to taxation in such member state of the European Union or such member state of the European Economic Area from the income from the source on the territory, as well as outside the territory of this member state of the European Union or the member state of the European Economic Area, whereas the Contractor shall not be considered a tax payer with unlimited tax liability in the Slovak Republic. The Contractor shall also submit to the Customer a certificate/officially authenticated decision issued by the respective tax administrator in the Slovak Republic on paying prepayments of income tax of legal entities.
6. Should the Contractor, not being a resident of a member state of the European Union or not being a resident of the member state of the European Economic Area, have a branch or a permanent commercial establishment in the Slovak Republic, such Contractor shall submit to the Customer officially authenticated copies of the income tax payer registration certificate in the territory of the Slovak Republic and (final/effective) decision of the respective tax administrator that the Contractor has been paying tax prepayments pursuant to the act on the income tax applicable and effective in the Slovak Republic, within 10 days from the date of conclusion of the Contract at the latest, unless the Contractor had done so at the conclusion of the Contract. Provided that the documents referred to above have been timely submitted by

the Contractor, the Customer shall not withhold the respective amount necessary to meet the respective tax liability, alternatively the Contractor shall proceed in accordance with the decision of the respective tax administrator.

7. Should the Contractor, not being a resident of a member state of the European Union or not being a resident of the member state of the European Economic Area, have a branch or a permanent commercial establishment in the Slovak Republic, fail to submit the decision of the respective tax administrator concerning the payment of income tax prepayments, the Customer shall withhold from the payments the respective amount for securing the tax, in accordance with the income tax act applicable and effective in the Slovak Republic, respectively in accordance with the international treaty that takes precedence over the above act, as to the payment date.
8. In case the Contractor is neither a resident of a member state of the European Union nor a resident of a member state of the European Economic Area, the Customer is entitled to deduct from payments a respective amount to provide for the tax in accordance with the act on the income tax applicable and effective in the Slovak Republic, or in accordance with an international treaty, which takes precedence over this Act.
9. Should the Contractor acquire a permanent commercial establishment in the Slovak Republic after the conclusion of the Contract and should the Contractor fail to inform the Customer about this fact, the Contractor declares and commits to compensate the Customer for the tax security, penalties and interest payments, which may be incurred by the Customer as a consequence of a breach of the Customer's notification duty pursuant to the applicable legal regulations in the Slovak Republic and as a consequence of not withholding tax prepayment for securing tax, where such failure to withhold originated as a result of a breach of obligation to inform or of another obligation of the Contractor to the Customer, the Customer may ask for the above compensation not earlier than on the day of delivery of a payment order or a decision issued by the respective tax administrator addressed to the Customer.
10. Should the Contractor be a registered VAT payer in the Slovak Republic, the Contractor shall also submit to the Customer an officially authenticated copy of the certificate of the VAT payer registration. Should the Contractor be a registered VAT payer in another member state of the European Union and should such Contractor perform the subject matter of the Contract as a VAT payer registered in another member state of the European Union (the Contractor was assigned a VAT ID by a respective member state of the European Union), the Contractor shall also submit to the Customer an officially authenticated copy of the certificate of the VAT payer registration in the state which registered the Contractor as a VAT tax payer (which assigned VAT ID to the Contractor, under which the Contractor performs the subject-matter of the Contract).
11. In case the Contractor performs the subject matter of the Contract through its branch or permanent commercial establishment located in the Slovak Republic, while such a branch or permanent commercial establishment is a VAT payer in the Slovak Republic, the Contractor shall submit to the Customer also an officially authenticated copy of the certificate of the VAT payer registration with a current date of authentication and upon a request of the Customer to submit also the necessary affidavits for the correct application of a levy/the application of a right for VAT deduction.
12. Should the tax administrator return, for any reason whatsoever, to the Contractor the withheld and paid tax prepayment for securing or the withholding of the tax through the tax payer, i.e. through the Customer, this sum shall be transferred to the Contractor's account in the amount and currency determined in the decision of the respective tax administrator, however, in the maximum amount of the tax deducted in the foreign currency.

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13. The Contracting Parties undertake to accept any legislative changes in the legislation of the Slovak Republic including the changes in the tax legislation which shall affect the Contract, and to uphold their application during the period of their effectiveness. The Contractor shall consult with the Customer any change in relation to its tax liabilities against the Slovak Republic without delay and submit to the Customer, upon request, all underlying documents necessary for the due settlement of its tax liabilities. Should the Contractor make false statements to the Customer or should the Contractor otherwise mislead the Customer, the Contractor commits to compensate the Customer for the tax withholding, tax security, VAT, penalties and interest payments, which shall be incurred by the Customer as a consequence of the above actions of the Contractor. The Customer shall not be entitled to request the above compensation earlier than on the date of delivery of the payment order or the decision issued by the respective tax administrator addressed to the Customer.
14. The Contractor is liable to the Customer for damage suffered by the Contractor's improper use of the reverse charge to the Customer instead of applying the tax on output and vice versa. For such damage will be considered, inter alia, fines, interest and additional tax levied by the competent tax authorities.
15. If the Contractor is registered as a VAT payer in the Slovak Republic and decides for special tax arrangements on receipt of payment for the goods or services (hereinafter referred to as "special arrangement"), Contractor is obliged to inform the Customer about his decision in writing by the end of the calendar month in which he applied special arrangements. Likewise, if the Contractor ends the application of the special arrangements, the Contractor is obliged to notify Customer within 5 days from the end of the tax period in which the Contractor stops applying the special arrangement.
16. In the event that the Contractor is a value added tax payer in the Slovak Republic, and in the event of a foreign entity, which has a permanent commercial establishment registered for the value added tax and invoice for the subject-matter of the Contract is issued under the VAT ID assigned to the permanent commercial establishment in the Slovak Republic, the Contractor hereby declares that:
- (i) as of the date of conclusion of the contract no reasons exist, based on which the Customer should or could be a guarantor of tax obligation of the Contractor originating from the VAT, which the Contractor charged the Customer or will charge to the Customer on the price pursuant to the Contract, in accordance with Section 69 (14) in connection with Section 69b of the Act No. 222/2004 Coll. on the value added tax, as amended (hereinafter referred to as "VAT Act").
 - (ii) in the event that the VAT Act provides so, the Contractor will make due tax return on VAT and in the event an obligation to pay the VAT arises, the Contractor shall pay the tax on the agreed maturity date to the respective tax administrator;
 - (iii) in the event that the VAT Act imposes on the Contractor an obligation to pay the VAT, the Contractor does not have any intent not to pay the VAT related to the subject-matter of the Contract, or any intent to reduce this VAT, or potentially to elicit a tax exemption and it does not have any intent to get itself into a position in which the Contractor would not be able to pay this VAT.
17. The Customer is entitled, in the event that the Contractor does not confirm in writing to the Customer at the moment the tax obligation originates, that no obligation originates to the Customer to guarantee for the VAT pursuant to Section 69 (14) of the VAT Act, pursuant to the above provision, to delay the settlement of the sum amounting to the VAT from each respective invoice issued by the Contractor, whereby the Contractor explicitly agrees with this fact.

18. Goods moved to another state for the purpose of repair, reprocessing, processing or other similar activities shall be returned to the territory of the Slovak Republic upon the termination of such activities. For the purpose of VAT, these activities are considered to be services, including, where appropriate, embedded spare parts, when used in the delivery of services according to this Contract. Contractor claims to be the final recipient of the income paid to him by the eustream under this Contract.

IX.

WARRANTY, LIABILITY FOR DEFECTS AND DAMAGE COMPENSATION

1. Warranty

- 1.1. The warranty period for the completed Work is 24 months from the day of the Takeover Protocol of the Work by the Customer or 8,000 operating hours, whatever occurs first (the "Warranty Period"). In the event that a defect occurs, being a subject of the warranty pursuant to this Article, the warranty period applicable to the GG is interrupted for the period starting from the moment when the GG is shut-down due to this defect till completion of the GG re-installation at the site after remedy of this defect by the Contractor according to this Article. The Parties agree that interruption of the warranty period can be maximum of 6 months in aggregate and in no event, the overall warranty period applicable to GG (and to each of its parts or components), as extended pursuant to this provision, last after 30 months starting from GG take over day.
- 1.2. During the term of the warranty period, the Contractor provides to the Customer the guarantee that the Work has been performed without any defects (including legal defects), in particular (but not exclusively) without any defects in the provided activities, services or in the materials used or in the structure or design of the used spare parts/materials/consumables, as well as free from any other defects. Contractor, however does not provide any warranty for the structure or the design of the GG or the design of any GG part installed in performing the Work.
- 1.3. At the same time, during the warranty period, the Contractor provides to the Customer the guarantee that all GG parts supplied under this Contract possess the properties suitable for the purpose, for which they are supplied to the Customer in the performance of the Work.
- 1.4. This warranty is applicable only if the GG or the GG parts has not been subjected to foreign object damage, misuse or detrimental exposure, has not been involved in an accident and has been stored, installed, used, handled, maintained, repaired or modified in accordance with the then current recommendations of the OEM as stated in its manuals, bulletins or other written instructions. This warranty is exclusive and is in lieu of all other warranties and guarantees whether written express or implied (including without limitation any warranty of merchantability or fitness for purpose).

2. Liability for Defects

- 2.1. The Contractor is liable for the defects of the Work existing at the time of takeover of the Work by the Customer. The Contractor is liable also for the defects of the Work that occur even after that moment till the end of the Warranty Period, if they had been

caused by the breach of the Contractor's duties.

- 2.2. The Contractor is liable also for the defects of the Work in the extent of the guarantee for the quality guarantee provided to the Customer under paragraph 1 of this article, and also that the Work is performed in accordance with the conditions agreed in this Contract and in the respective Partial Contract, including their annexes.
- 2.3. The Contractor is liable also for ensuring that each GG after completion of the Work, in all modes of operation, shall achieve:
 - a) Equal to or higher mechanical power of GG at the coupling than before implementing the Work, and
 - b) Equal to or lower values of the CO and NO_x emissions than before implementing the Work, and
 - c) Equal to or lower values of GG vibrations than the values measured before handing over the GG to the Contractor.

The data acquired by the measurement performed within the Reference Test at KS shall be used as the benchmark data for assessment of the conditions according to paragraphs a), b) and also c) stated herein above.

- 2.4. The Contractor is liable also for ensuring that the parts that have been delivered to the Customer under this Contract have been approved by OEM for using on the given GG.
- 2.5. If any defects or deficiencies appear in the Work during the Warranty Period, the Customer is entitled to claim these defects or deficiencies from the Contractor without any undue delay, however, not later than 30 days from the date of their discovery and accompanied by Customer's documentation of engine operation parameters as recorded by engine control data log during failure event. The Contracting Parties have agreed that the Customer is entitled to send warranty claims by an e-mail or by the post, while the Contractor is obliged to confirm the receipt of the warranty claim to the Customer without any undue delay.
- 2.6. If the Customer sends a warranty claim by an e-mail the warranty claim is deemed delivered at the moment it was sent by the e-mail under the condition of an electronic confirmation of the successful delivery to the e-mail address according to the Article IV. paragraph 8.1 b), and this regardless of whether the Contractor has met its obligation to confirm the receipt of the message or not. Should the Customer be sending a warranty claim by the post, the Customer sends it to the address of the Contractor, which the Contractor provides to the Customer in writing for this purpose, otherwise to the address of the Contractor's registered office, while the warranty claim is deemed delivered on the day of receipt of the said consignment. Should the Contractor refuse to receive the said consignment or should it be impossible for whatever reason to deliver it, the warranty claim is considered delivered on the day, on which the refusal to receive the consignment or the unsuccessful delivery attempt takes place.
- 2.7. Should the performed Work exhibit any defects or deficiencies, the Customer is entitled during the warranty period to claim from the Contractor the following claims in the order as specified herein:
 - i. the free-of-charge elimination of the defects or deficiencies of the defective part, or
 - ii. the new supply of the defective part of the Work or a part thereof, or
 - iii. a discount on the price of the Work adequate to the decrease of functionality or value of the Work, or
withdrawal from the respective Partial Contract.

In the specific case the Contracting Parties can agree in written in the manner

according to Article XIII paragraph 4.2 of this Contract also on the different order of the Customer's claims.

- 2.8. In the event of elimination of defects or deficiencies, the Contractor is obliged to eliminate these defects or deficiencies while all the costs incurred in connection with the elimination thereof are borne by the Contractor. The Contractor is obliged to make best effort as to eliminate the claimed defects or deficiencies as soon as possible from the receipt of the warranty claim, however not later than within 15 working days of receiving the Customer's warranty claim, unless the Contracting Parties agree on other adequate period in the manner according to Article XIII paragraph 4.2 of this Contract. However, if it is revealed that the period of 15 working days according to the preceding sentence is not adequate for defect elimination, the Contracting Parties are obliged to agree on other period adequate for defect elimination. In the event that the Contractor does not eliminate the defects or deficiencies within the said period, and in urgent cases also when it is not possible to wait for the elimination of the defects or deficiencies directly by the Contractor, the Customer is entitled to eliminate these defects or deficiencies on its own or to authorise a third party to eliminate them, while the Customer is entitled towards the Contractor to the reimbursement of direct, verifiable costs for the rectification of the defects in accordance with paragraph 2.7 provided that the defects have been eliminated in accordance with the applicable legal regulations and applicable O&M Manuals. The Contractor, however, shall not be liable for nor shall it warrant any activities, services and/or supplies performed, provided and/or supplied by such a third party pursuant to this paragraph.
- 2.9. The warranty provided by the Contractor to the Customer according to this Contract is applicable only if the Work (the GG) has been stored, installed, used, handled, maintained, operated, repaired and/or modified in accordance with the current recommendations of the OEM as stated in appropriate manuals, bulletins or other relevant written instructions. The Contractor shall not be liable for defects in the Work that arise due to performance of service works or installation of spare parts provided by any other party other than the Contractor.
- 2.10. This warranty is exclusive and is in lieu of all other warranties and guarantees whether written, express or implied, including without limitation any warranty of merchantability or fitness for purpose and represent the sole and exclusive remedy for Customer in any case of failure due to defects or deficiencies of parts or Work.

3. Damage Compensation

- 3.1. A Contracting Party that breaches its contractual obligations or any liability resulting from this Contract or Partial Contract (the obliged party) is liable for damages caused to the other Contracting Party (the eligible party), and is obliged to compensate the eligible party for such caused damages. The actual damages shall be reimbursed; the reimbursement of the direct or indirect lost profit or any other indirect or consequential damages, including the ones of affiliates and/or subcontractors of either party, is excluded.
- 3.2. The Contracting Parties have agreed that, to the maximum extent permitted by applicable law, the maximum liability of the Contractor under each respective Partial Contract arising out of the performance or breach of this Contract or the using of any parts or the performance of Work, is equal to the price for the Work.
- 3.3. The Contractor bears the risk of damage to the GG received from the Customer for the performance of the Work, even in case of their damage, destruction or loss in consequence of circumstances excluding liability, and this from the moment of their takeover by the Contractor until they are handed over back to the Customer. Notwithstanding anything to the contrary stated in the Contract, the Contracting Parties have agreed that the maximum amount of the damage that the Customer may exercise against the Contractor upon this paragraph is equal to EUR 10,000,000

(in words: ten million euros) for each Partial Contract. For avoidance of any doubts the provision of paragraph 3.2 of this Article is not applicable to the liability of the Contractor pursuant to this paragraph.

- 3.4. The Contracting Party that is breaching its contractual obligation or which should know, taking all the circumstances into account, that it is to breach its obligation under the Contract and/or Partial Contract, shall notify the other Contracting Party of the nature of the obstacle that prevents it or shall prevent it from fulfilling the obligation, and to inform about the consequences thereof that are known to it at the given time or that, taking all the circumstances into account, should have been known to it at the given time. This notice must be submitted without any undue delay after the obliged party has learned about the obstacle or could have learned about it with due care. Should the obliged party fail to meet this obligation or should the notice not be delivered in time to the eligible party, the eligible party is entitled to the compensation of damages that arose to it in this manner.
- 3.5. The Contractor is responsible in full extent for any damages caused by the Contractor to third parties for its negligence and wilful misconduct while performing this Contract and/or the respective Partial Contract.
- 3.6. The provisions of this Article IX. shall apply to the maximum extent permitted by Applicable Law and, unless otherwise expressly stated, prevail over any conflicting clauses.

X.

CONTRACTUAL PENALTIES

1. In the event that the Contractor is in delay in completion of the Work (fails to deliver a duly completed Work within the deadline under the respective Partial Contract due to reasons for which the Contractor is responsible), the Customer is entitled to exercise a contractual penalty towards the Contractor amounting to 0.1% of the total price of the Work agreed in the respective Partial Contract, per each day of delay, however up to 10% of the total price of the Work according to the respective Partial Contract as maximum.
2. In the event that the Contractor is in delay in the elimination of the claimed defect of the Work according to Article IX point 2.8 of this Contract, the Customer is entitled to exercise a contractual penalty towards the Contractor amounting to EUR 300.- per each day of delay by the Contractor and separately for each claimed defect, however up to 3% of the total price of the Work agreed according to the respective Partial Contract as maximum.
3. In the event of a delay by the debtor in satisfying a financial obligation, the creditor is entitled to exercise a late interest amounting to 0.02% of the unpaid amount per each day of delay, however up to 10% of the total price of the Work agreed in the respective Partial Contract.
4. The total aggregate amount of all contractual penalties that the Customer is entitled to exercise towards the Contractor under this Contract is 10% of the total price of the Work agreed according to the respective Partial Contract as maximum.
5. The exercise of the contractual penalties under this Article of the Contract is without any prejudice to the Customer's entitlement to the compensation of damages that have incurred to the Customer as a result of the failure to meet the obligation secured by a contractual penalty and which exceeds the amount of the exercised contractual penalty. The application of the contractual penalties under this Article of the Contract is also without any prejudice to the Customer's claims from defects of the Work and other rights of the Customer arising from the Contract and/or the respective Partial Contract.

XI.

CONTRACT CANCELLATION

1. Withdrawal from the Contract

- 1.1. Any Contracting Party is entitled to withdraw from this Contract and/or respective Partial Contract, if:
 - a) the other Contracting Party materially breached this Contract and/or respective Partial Contract under point 1.4 of this Article, or
 - b) the circumstances excluding liability under Article XII of this Contract persist continuously for more than 6 months.
- 1.2. It is possible to withdraw either from the entire Contract and/or Partial Contract or from a non-performed part thereof.
- 1.3. The withdrawal from the Contract and/or Partial Contract must be exercised in writing and must state the reasons of the withdrawal. The withdrawal from the Contract and/or Partial Contract shall enter into legal effect by the delivery of the notice of withdrawal from the Contract and/or Partial Contract to the other Contracting Party.
- 1.4. For the purposes of this Contract, a material breach of this Contract as well as Partial Contracts shall mean:
 - a) breach of a contractual obligation which is explicitly specified in this Contract as a material breach of the Contract, or
 - b) such a breach of the Contract, if the obliged party, i.e. the Contracting Party violating the Contract:
 - knew at the time of violating the Contract, or
 - should have known, taking into account all the circumstances that were known to the Party at the time of violating this Contract, or
 - could have known, taking into account all the circumstances that should have been known to the Party at the time of violating the Contract with the exercise of due care,that the entitled party, i.e. the other Contracting Party who did not violate the Contract, shall not be interested in such a performance, or
 - c) breach of any other contractual obligation by the obliged party, if the remedy does not occur even after the lapse of an additional adequate period provided by the entitled party in the written request for the remedy of such a breach.

2. Contract Termination

- 2.1. The Customer is entitled to unilaterally cancel the validity of this Contract at any time by an unilateral termination, and this even without providing any reason. The period of notice is 3 months and commences on the day next to the day on which the termination notice is delivered to the Contractor.
- 2.2. Notwithstanding anything else agreed in this Contract, The Contracting Parties have agreed that, in the case of termination of a Contract by an unilateral termination according to the paragraph 2.1 of this Article, the Contractor is obliged to return back to the Customer all the things and equipment which the Contractor has received from the Customer for the purpose of performing the Work, while the provisions of Article IV paragraph 3.5 or paragraph 7 of the Contract respectively apply accordingly to the returning such things or equipment, unless the Contracting Parties agree otherwise in the manner according to Article XIII paragraph 4.2 of this Contract. At the same

time, the Contractor has the right to invoice to the Customer a part of the total price for the Work according to the respective Partial Contract that corresponds to the portion of the Work really performed by the day of delivery of the termination notice of the Customer to the Contractor.

XII. CIRCUMSTANCES EXCLUDING LIABILITY

1. The circumstances excluding liability shall mean an unexpected, unpreventable and extraordinary obstacle that occurs independently of the will of the obliged party and prevents such a party from fulfilling its obligation, if it could not be reasonably expected that the obliged party could have averted or overcome such an obstacle or the consequences thereof.
2. The liability is not excluded by an obstacle that arose later at the time when the obliged party has already been in delay in the fulfilment of its obligation, or which arose upon such party's financial situation.
3. The effects of the circumstances excluding liability are limited only to the period till the obstacle, with which these effects are associated, persists.
4. Until specified otherwise in the Contract, the circumstances excluding liability relieve the obliged party from the obligation to pay the damages, contractual penalty or other contractually agreed sanctions.
5. The contractual performance period is extended by the period of duration of the circumstances excluding liability. Unless agreed otherwise in this Contract, during such a period the entitled party is denied the right, if it had existed, to withdraw from the Contract.
6. For the avoidance of doubt, the Contract and the respective Partial Contracts are based upon information and conditions applicable as of respectively the signature of the Contract or the written acceptance of the relevant Purchase Order. In case the ongoing epidemic known as COVID-19 alters such information and conditions, Contractor shall continue to work in good faith to mitigate any resulting impacts and shall be entitled to an equitable schedule relief.

XIII. FINAL PROVISIONS

1. Validity and Effectiveness of the Contract

- 1.1. This Contract enters into its validity and effect on the day it is signed by both Contracting Parties.
- 1.2. This Contract is valid until 31.12.2026 from coming into effect hereof.

2. Governing Law and Settlement of Disputes

- 2.1. This Contract and respective Partial Contract as well as the rights and obligations arising therefrom, including the assessment of validity and the implications of its invalidity, if applicable, shall be governed by and construed in accordance with Austrian law except for (conflict of law) provisions referring to laws other than the

laws of the Republic of Austria and the UN Sales Convention.

- 2.2. The Contracting Parties agree to settle all disputes arising out of or in connection with this Contract and respective Partial Contract by means of mutual agreement between the Contracting Parties. Where no agreement is reached, such dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said Rules. The Emergency Arbitrator Provisions shall not apply. The venue of the arbitration proceeding shall be Vienna. The language of the arbitration proceeding shall be English. This arbitration clause shall be subject to Austrian law.

3. Ineffective Provisions

- 3.1. Should any provision of this Contract become invalid, ineffective or unenforceable, the validity, effectiveness or enforceability of the remaining provisions of the Contract shall remain unaffected.
- 3.2. Should any provisions of this Contract become invalid (for example, as a result of a change in the generally binding legal regulations), the Contracting Parties undertake to replace the invalid parts of this Contract with the new provisions that shall be in accordance with the valid generally binding legal regulations and that shall be by their content as close as possible to the purpose intended by the Contracting Parties by this Contract.

4. Written Form

- 4.1. Unless specified otherwise in this Contract, it is possible to change or amend the wording of this Contract or Partial Contract only in the form of written amendments that shall be valid, if duly confirmed and signed by both Contracting Parties. Conclusion of any amendment to this Contract by means of an electronic communication is excluded.
- 4.2. The Contracting Parties may, in cases expressly established by this Contract or Partial Contract, agree on change of the Contract or Partial Contract, and this solely in writing (e.g. in the form of a written record of a meeting of the Contracting Parties), while such an agreement must contain in particular (but not exclusively) denotation of both Contracting Parties, registration number of this Contract and respective Partial Contract, both assigned by the Customer, unequivocal and clear expression of the will of both Contracting Parties pursuant to the Contract provision concerned (i.e. what has been agreed), denotation of the Contract provision affected by this agreement, and date, names and signatures of both Contracting Parties representatives authorized for concluding such an agreement, as well as other eventual information needed in terms of certainty of the contents of this agreement depending on the nature of its subject. The Contracting Parties have agreed at the same time that the contact persons of the Contracting Parties for the contractual issues are authorized to conclude the agreement according to this paragraph. In such a case, confirmation of the agreed changes in the form of written amendment to the Contract or to the Partial Contract is not required.
- 4.3. The Contract has been drawn up in four counterparts in the English language, of which each Contracting Party shall obtain 2 counterparts.

5. Confidentiality Obligation

- 5.1. The Contracting Parties are prohibited to disclose or make available to third parties or otherwise use the confidential information learnt in connection with the performance of this Contract for any purpose other than the performance of this

Contract. The above obligation of the Contracting Parties shall continue and survive in force even after the termination of this Contract.

- 5.2. The Parties shall: (i) use, reproduce, or disclose the other party's confidential information only in connection with the Contract and permitted use(s) and maintenance of products, parts and services; (ii) take reasonable measures to protect the confidentiality and prevent disclosure and unauthorized use of the confidential information, and (iii) in particular, not disclose Confidential Information to the other party's competitors.
- 5.3. The Contracting Parties are obliged to require relevant confidentiality obligation from their subcontractors and from their own employees in appropriate agreements signed with the subcontractors and with their own employees.
- 5.4. The confidentiality obligation does not apply in case that the disclosure of the confidential information is required by law (for instance Slovak Public procurement Act) or court or governmental order.

6. Other Provisions

This Contract constitutes a public contract that has been concluded upon a public procurement procedure according to applicable legal regulations, which the Customer is obliged to follow. The Contractor acknowledges that the Customer is obliged to publish this Contract and Partial Contracts, as well as other information related thereto, to the extent and in a manner according to applicable legal regulations, which the Customer is obliged to follow.

11. Entire Agreement

This Contract constitutes the entire and complete agreement between the Contracting Parties, replacing all prior statements, agreements, declarations or arrangements made before the validity date of this Contract, whether verbally or in writing, except for those declarations, agreements or arrangements that have been explicitly incorporated into the Contract. The headings of individual articles and sections of the Contract are used for convenience only and have no impact on the interpretation of any of the provisions of this Contract.

11. Annexes to the Contract

By signing this Contract, the Contracting Parties hereby declare that they also received the following annexes forming an inseparable part of the Contract:

Annex No. 1 – Specification and Pricelist of Mid – Life Overhaul

Annex No. 2 – Specification and Pricelist of Major Overhaul

Customer:

Contractor:

In Bratislava, on

In, on

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(To be completed by the Contractor)

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