

## General Terms and Conditions of PROGROUPE sediment removal, a.s.

### I. Introductory Provisions

1. The General Terms and Conditions (hereinafter referred to as „GT&C“) are integral part of every *Agreement/Order/Client confirmed Price offer of the Provider* (hereinafter referred to as „Agreement“) concluded by and between **PROGROUPE sediment removal a.s.**, residing at Dunajská 14/7495, 811 08 Bratislava-Staré Mesto, represented by Ing. Marek Béreš, Chairman of the Board, Mgr. Matej Sočuvka, Vicechairman of the board, CIN 46658769, VAT ID SK2023507959, bank details SLSP, a.s., IBAN SK03 0900 0000 0051 5420 2134, registered in the Commercial Register of the District Court Bratislava I, Section Sa, insert no. 5866/B as the provider (hereinafter referred to as the "provider") and by a natural or legal person as the customer (hereinafter referred to as the "customer"). Contractual relations between the contracting parties are governed by these GT&C, with the proviso that deviating arrangements in the offer or in the contract take precedence over these GT&C. Questions not regulated by the contract and these GT&C are fully governed by Act no. 513/1991 Coll. Commercial Code as amended.

2. The Provider and the Customer, according to sec. § 262 par. 1 of Act no. 513/1991 of the Commercial Code agreed that their contractual relationship based on *the Contract/Order/ Provider's price offer confirmed by the Customer* is governed by the Commercial Code.

3. The customer familiarized himself with the GT&C, which were delivered to him as part of the Provider's offer in the form of a link to the location of the GT&C on the Provider's website. By confirming the Provider's offer, by sending an order, or signing a contract with the Provider, the Customer expresses his agreement to these GT&C.

### II. Pre-contractual relations

1. The price offer is binding for the period of validity stated in the price offer. The Provider's price offer is irrevocable only if it is explicitly stated in its content. The price offer expires if it is not accepted by the Customer in the form of a *Contract/Order/Provider's price offer confirmed by the Customer* within the period specified therein.

### III. An order

1. The Customer shall place the order for services exclusively in writing - by letter or by e-mail to the official business contacts of the Provider (to the e-mail address of the contact person of the Provider specified in the price offer). The order sent in this way is valid. If the Customer's order contains additions, reservations, restrictions or other changes, it is a rejection of the Provider's original offer and is a new business case, unless the Provider accepts the order with the addition or deviation without undue delay.

2. The order must be sufficiently clear, referring to the Provider's offer and must contain:

a) the specification of the provider's price offer so that it is not disputed that he agrees with the offer in question and accepts the conditions stated in it for the services provided: what kind and type of service it is, or other essential technical data, it is also appropriate to indicate the purpose for which the service is intended;

b) business name, place of establishment of the Customer, ID number, VAT number and contact person of the Customer, in the case of a natural person, first and last name, place of residence, date of birth or social security number and ID number

c) exact indication of the place where the service is to be provided, indicating the person authorized to communicate and take over the service, including a contact telephone number; the Customer is always fully responsible for the fact that an authorized person has taken over the service on behalf of the customer.

3. By sending *the order/confirming the provider's price offer in writing*, the Customer confirms that he agrees both with the Provider's offer and with these GT&C.

### IV. Order confirmation

1. In the event that the provider is interested in concluding *the Contract/Order/the provider's price offer confirmed by the Customer*, he shall deliver the confirmed *order for services/signed contract* to the customer without undue delay.

2. The contract is concluded between the contracting parties at the moment of delivery of the confirmed order to the Provider by the Customer and the fulfillment of all conditions for the start of the performance of *the Contract/Order/price offer of the Provider confirmed by the Customer* (by payment of the advance payment).

### V. Changes and cancellation of the contract

1. The contracting parties have agreed that *the Contract/confirmed written offer of the provider/order* may be changed or canceled solely upon written agreement of the contracting parties.

2. The contracting parties have agreed that in the event of interruption of performance or cancellation of the contract based on the Customer's request or for a reason on the Customer's side, the Customer undertakes to reimburse the Provider for all costs incurred in connection with the interruption of performance, or a canceled contract.

## **VI. The price**

1. The prices for the services provided are indicated in the Provider's price offer, whereby the Customer is obliged to pay the Provider the price agreed by the contracting parties in the price offer in accordance with the payment terms stated in the price offer and these GT&C.
2. The price stated in the price offer does not include the costs of storing floating impurities on the shore of the water body (responsibility on the part of the Customer) as well as their disposal in accordance with the corresponding Law and regulations concerning Waste Management. The price does not include the costs of renting the necessary area, its preparation for the placement of the Provider's technology, geotextile bags and the costs associated with the disposal of drained sediments, including the used geotextile bags.
3. The Customer undertakes to pay the price for the provision of services determined by the Provider in the price offer, including the Provider's costs incurred due to interruption of performance or early termination of performance due to circumstances arising on the Customer's side.
4. In case of addition to the provided services compared to the Provider's price offer, these works and services will be priced individually by the Provider and given to the Customer for approval.
5. Value added tax (VAT) will be added up to the prices stated in the price offer or in these GT&C according to the regulations in force at the time of the taxable transaction.

## **VII. Terms of payment**

1. The Customer undertakes to pay the Provider an advance payment according to the approved price offer prior to the beginning of the provision of services based on the advance invoice issued by the Provider. Simultaneously with the confirmation of the order according to Article IV. of these GT&C, the Provider will issue an advance invoice in the amount agreed in the Provider's price offer, including VAT.
2. Prices will be charged according to the work actually performed. The Customer undertakes to pay the price for the services to the provider's bank account specified in the invoice, unless the contracting parties agree on another method of payment. The due date of the invoice is indicated in the tax document (invoice) from the date of its issuance. In the case of payment of an advance by the Customer, the advance paid by the Customer will be deducted from the final price of the services provided.
3. Only after payment of the advance invoice and fulfillment of other technical conditions by the Customer (e.g. preparation of the area) shall the Provider be obliged to appear at the site for the purpose of providing the service, unless the contracting parties agree otherwise. The deadline for the provision of performance by the Provider shall be extended by any delay by the Customer.
4. The parties agree that failure to pay any invoiced amount in accordance with the terms set out in the offer or in these GT&C is a substantial breach of contract and has the following consequences:
  - a) The provider has the right to withdraw from the contract and all other contracts with the customer;
  - b) The provider has the right to immediately suspend all services to the customer;
  - c) The Provider is entitled to charge the Customer the costs associated with the interruption of the performance of works and services as well as late payment interest in the amount of 0.05% for each day of delay during which the Customer is in arrears with the payment of the owed amount.

## **VIII. Method and conditions of service provision**

1. By signing the contract/issuing the order/confirming the Provider's price offer, the customer confirms that he is the owner/user of the water area and the adjacent handling and storage (lagoon) areas as well as the access road, or that he has the right of disposal (e.g. lease agreement, etc.) to the water body, the handling area near the site of the contract as well as the access road. The Customer assumes any responsibility and undertakes to ensure that the rights of third parties are not violated by the Provider's entry into these areas and by driving the machine through the areas and roads specified by the Customer. Any possible sanctions, fines or damages resulting from such a violation will be borne solely by the Customer. In the event that the Provider's services are interrupted or limited due to reasons caused by the Customer, the Provider's downtime, penalties or forced additional costs associated with this will be borne by the Customer in their entirety.
2. The customer declares that there are no lines, objects and materials below the water level, the service of which may cause damage (e.g. interruption of long-distance cables) or leakage of substances harmful to the environment. If any of the

above or similar restrictions occur or threaten to occur at the site, the Customer is obliged to inform the Provider in writing about them prior to the start of the provision of services. In case of violation of this obligation, any possible sanctions, fines or damages resulting from such violation shall be borne solely by the Customer.

3. The customer undertakes to create all the conditions so that the provider can perform the services according to the contract in proper and timely manner. The customer undertakes to cooperate with the provider and to provide all the necessary cooperation for the entire period of validity of the contract. In particular, the Customer shall allow the Provider access to the site of the contract in order to enable the performance of the ordered service in accordance with the contract. The cooperation of the Customer can also be the provision of transportation of machines and equipment or services for unloading and loading of machines and equipment at the place of service provision. If the Customer does not provide these services properly, on time and in the corresponding quality according to the agreement with the Provider, the Provider's downtime, penalties or forced additional costs associated with this will be borne solely by the Customer.

4. The provider can entrust the performance of services to third parties, i.e. its subcontractors. If the customer requires so, the Provider will deliver the exact designation of his subcontractors, a name list of persons performing work within the framework of subcontracts and the licence plates numbers of motor vehicles that will enter the Customer's buildings or premises (a body of water and its surroundings).

5. The Provider undertakes, upon Customer's request, to keep a builder's diary in the usual manner, which will be stored at the site of the contract with the responsible employee of the Provider. The customer has the right to comment on the Provider's entries in the builder's diary.

6. The Provider shall make a simple record of the handover and acceptance of the performed services or their part and deliver them to the Customer. The service is considered to have been performed even after the expiration of the day specified in the Provider's record, even if the Customer did not show up for the delivery of the service and/or the Customer did not sign the record.

7. The Customer is aware that all waste generated during the provision of services, in particular waste collected from water, must be handled and disposed of by the Customer in accordance with the corresponding waste management law and regulations and other generally binding legal regulations. The service provider is neither its originator nor its holder within the meaning of the Waste management Law. In case of violation of this obligation, any possible sanctions, fines or damages incurred by the provider due to such a violation shall be borne exclusively by the Customer.

8. The Customer agrees that the Provider shall be allowed to create visual documentation of the performance of the services under this contract, which he is entitled to use for advertising and publication purposes, however the Provider is not allowed to use data that could be identified as the Customer's personal data.

## **IX. Complaint**

1. If the Customer discovers a defect in the service, the Customer is obliged to notify the Provider in writing immediately after its discovery.

2. The Customer is obliged to write down obvious defects in the record of service provision immediately after receiving the service.

3. In the case of complaints and the application of defects, the procedure shall be in accordance with the provisions of the Commercial Code.

## **X. Liability for damages**

1. The contractual party that violated the obligation arising from the contract is obliged to compensate the other contractual party for the damage incurred, but at most to the extent that it could have foreseen at the time of the conclusion of the contract as the usual consequence of such a violation.

2. The contracting party is not responsible for the resulting damage if it proves that the non-fulfillment of obligations occurred as a result of unforeseen and unavoidable circumstances of an extraordinary nature that could not be foreseen at the time of the conclusion of the contract and which could not be prevented, avoided or overcome.

3. If, due to force majeure, a contractual party is delayed in fulfilling its obligation, neither party shall be obligated to compensate the other contractual party for damages incurred, including lost profit.

4. Circumstances excluding liability are mainly (but not only) quarantine or other public authority measures due to the COVID-19 coronavirus epidemic or a similar exceptional event threatening public health, natural disasters, wars, civil unrest, strikes, archaeological surveys, adverse weather conditions and other circumstances that occur independently of the will of the provider and/or the client, prevent the proper provision of services and it cannot reasonably be assumed that the provider would, in cooperation with the customer, overcome such an obstacle.

#### **XI. Delivery**

1. Documents are delivered to the last known address and are considered delivered on the day of collection, refusal to accept the shipment or expiration of the collection period, or on the day of return of the shipment sent to the last known address due to an unknown addressee.
2. In the case of communication via electronic mail (e-mail), the e-mail is considered delivered on the day following the day it was sent.

#### **XII. Termination of the contract**

1. Each contracting party has the right to withdraw from the contract in writing in accordance with these GT&C and relevant legal regulations.
2. Each contract can be terminated by written agreement of the contracting parties.
3. Withdrawal from the contract causes the termination of the rights and obligations of the contracting parties according to the contract, except for claims associated with already implemented performance and arising claims for compensation for damages. Withdrawal does not affect the provisions of the contract, which by their nature continue even after the termination of the contract.

#### **XIII. Applicable law and jurisdiction of the courts**

1. The contract, these GT&C, as well as all legal acts connected thereto, or related to the contract, are governed by the legal order of the Slovak Republic with the exclusion of conflicting standards.
2. All disputes that arose between the Provider and the Customer or that arise between them from this business relationship or in connection with it, including disputes about the validity of actions taken within it, their interpretation or their cancellation, will be discussed and decided in arbitration before the Arbitration Court - by the permanent arbitration court established by the Slovak Chamber of Agriculture and Food, Záhradnícka 21, 811 07 Bratislava - Staré Mesto, IČO: 31826253, under the conditions and according to the rules defined by the Statute of the Arbitration Court and the Rules of Procedure of the Arbitration Court. The dispute will be authorized to be decided by the sole arbitrator, who is authorized to be appointed by the Presidency of the Arbitration Court. Both participants in the business relationship undertake to submit to the decision of this court, and its decision will be final, binding and enforceable for the participants. At the same time, we suggest that in accordance with para. § 22a of Act no. 244/2002 Coll. on arbitration proceedings in the wording of later legal regulations, the Arbitration Court could, at the proposal of a participant in the arbitration proceedings, order a preliminary measure even without the statement of the other participant in the arbitration proceedings.

#### **XIV. Final provisions**

1. These GT&C deal with contractual relations, or partially replace the content of the contract between the customer and the provider during normal business relations, or contractual relationships arising from cooperation agreements, framework purchase agreements and related legal documents.
2. In the event that some provisions of these GT&C are resolved differently in the contracts between the contracting parties, then the provisions of the contract apply in the affected parts and these GT&C apply only to those relations between the contractual parties that are not contractually regulated otherwise.
3. In the event that any term, arrangement, or condition or other provision of these GT&C and/or contract is declared by a court to be invalid, void or unenforceable, or if the said change occurs as a result of a change in applicable legislation, the remaining part of the provisions of these GT&C/contract shall remain in full force and effect. At the same time, the contracting parties undertake to replace such provisions, arrangements or conditions with other provisions that will be valid, effective and enforceable and in their essence will be as similar as possible to the invalid provision.
4. Any preliminary negotiations and correspondence regarding the content of the contract become invalid upon conclusion of the contract.

Bratislava, May 2023