

ALTRON, as, a company registered in the Commercial Register maintained by the Municipal Court in Prague, Section B, Insert 3609, Company ID: 649 48 251, Tax ID: CZ64948251, with registered office at Prague 4, Novodvorská 994/138, post code 142 21, "**ALTRON**" or the "**ALTRON company**") issues these General Business Terms and Conditions for the delivery of a work which sets out the general rules applicable to relations between ALTRON as the Client and its contractors arising from the respective Treaties, the subject of which is the Contractor's obligation to perform the work your expense and the risk of using all the professional care, and based on your special expertise, expertise and care for ALTRON.

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ALTRON, a.s.

Novodvorská 994/138  
142 21 Praha 4, Czech republic  
T +420 261 309 111  
F +420 261 309 444

altron.cz@altron.net  
www.altron.net  
IČ: 64948251–64948251 – Prague Municipal Court,  
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## I. Definitions

- I 1. **ALTRON.** Business Company ALTRON, a.s. registered in the Commercial Register maintained by the Municipal Court in Prague, Section B, Entry 3609, Company ID: 649 48 251, VAT No .: CZ64948251, specified in the Preamble of the General Conditions; in the contractual relationship in the position of the client.
- I 2. **Delivery day.** The date determined in accordance with Article V.6 of these General Terms
- I 3. **Work.** The subject of performance specified in the Contract, as a rule, is in essence the activity performed by the contractor under the Contract for ALTRON in the scope and in execution in accordance with the requirements, ALTRON, a.s. Novodvorská 994/138 altron.cz@altron.net 142 21 Prague 4, Czech Republic www.altron.net T +420 261 309 111 ID: 64948251-64948251 - Municipal Court Prague, Section B, Insert 3609 F +420 261 309 444 terms, specifications, parameters and other data specified in this Agreement and the relevant Annexes to the Agreement. The work includes, in particular, all the works, supplies and services necessary for its proper manufacture
- I 4. **Functionality.** Eligibility to serve an agreed or custom purpose.
- I 5. **Place of delivery.** Place of performance or delivery of the subject of performance in accordance with the Agreement.
- I 6. **Civil Code.** Act No. 89/2012 Coll., Civil Code, as amended.
- I 7. **Authorized Person of the Client.** A person authorized to act on behalf of ALTRON, who is acting on behalf of ALTRON to determine the Contract.
- I 8. **Authorized person of the contractor.** A person authorized to act on behalf of a contractor proving this fact by sufficient personal identification and a written document certifying that he is a person authorized to act on behalf of the contractor (statutory body) or represent him / her or who is appointed by the contract for negotiation on behalf of the contractor; ALTRON is entitled to require that the signature of the contractor for the mandate or power of attorney be verified officially or otherwise accepted by ALTRON in the specific case.
- I 9. **Written form of negotiation.** The form of conduct determined in accordance with Article XIV. paragraph 1 of the General Conditions.
- I 10. **Applicable law, legal regime.** Legal relationships between ALTRON and the Contractor, unless expressly governed by the General Terms or the Contract or any other contractual arrangement, are governed by the Civil Code and other relevant legal regulations as amended. The Contracting Parties exclude the application of the provisions of § 588 (2) (ie, in the legal relations between the parties, the commercial practices are disregarded), § 1799 and § 1800 of the Civil Code to this Agreement.
- I 11. **Settlement of disputes, court place.** Disputes arising as a result of the Contractual Relationship will be preferentially settled by agreement between the parties. In the absence of amicable settlement, all disputes will be dealt with in accordance with Czech substantive and procedural law before the competent and locally competent court. The local court in the sense of the previous sentence is the General Court of ALTRON.
- I 12. **Salvatore clause.** In order to protect the Contractual Relationship in the economic and commercial sense, the following shall be established. If any provision of the General Terms, the Agreement, or any other applicable contractual agreement has been found or has occurred in accordance with the applicable law, it is void, void, ineffective or unenforceable, it will not affect

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or affect the validity, effectiveness, enforceability or legal certainty of other provisions. An inappropriate, invalid, ineffective or unenforceable provision will, by its nature and in respect of the original business plan, be immediately replaced, supplemented or otherwise modified by an interpretation or a written amendment by the Contracting Parties on the new content of the provision. The same applies in the case of a contractual gap requiring modification.

- I 13. **Contract.** The agreement between ALTRON and the contractor governs certain specific terms of delivery of the subject matter and, together with the General Terms and Conditions, other relevant ALTRON, a.s. Novodvorská 994/138 altron.cz@altron.net 142 21 Prague 4, Czech Republic www.altron.net T +420 261 309 111 ID: 64948251-64948251 - Municipal Court Prague, Section B, Insert 3609 F +420 261 309 444 contractual acts and relevant legislation constitutes a complete agreement between the contracting parties on the terms and conditions of delivery of the subject matter of performance.
- I 14. **Contracting Party / Parties.** ALTRON or contractor, individually or collectively according to the context.
- I 15. **Contractual relationship.** The contractual relationship is the legal relationship between ALTRON and the Contractor arising from the conclusion of the Contract; the rights and obligations arising from the Contractual Relationship are governed by the Agreement, the General Terms and Conditions, other relevant contractual acts and the relevant legal regulations.
- I 16. **Part of the work (partial fulfillment).** Part of a work that is independent in its nature and functionally independent of the commissioning of other parts of the work within the meaning of Article V.11 of the General Conditions; the provisions of the General Conditions governing the delivery of the work shall apply mutatis mutandis to the partial performance.
- I 17. **Effectiveness of the General Conditions.** These General Terms and Conditions become effective and effective on April 11, 2018 and from that date onwards they are binding on all newly emerging relationships for which they are intended unless their Application for a Contractual Relationship is expressly excluded.
- I 18. **General conditions.** Terms ALTRON for the performance of work (hereinafter "**General Conditions**") as in force at the time of the contractual relationship applies to all contractual relations in the performance of work between Altron and the contractor since the signing of the first legal documents that confirms the conclusion of the Agreement, to the time of full settlement of all liabilities and receivables incurred between ALTRON and the contractor. The special treaty contained in the Agreement applies preferentially to the General Terms and Conditions. If a specific adaptation of a question does not conflict with the General Conditions or does not explicitly exclude it, it will be used together with them to supplement them. General Terms and Conditions are an integral part of the Agreement. The parties agree that it is forbidden to refer to their business terms or any other business terms, such as those drafted by professional or interest organizations.
- I 19. **Definitions of terms.** The terms written in the General Terms and in the Contract, in capital letters or with a capital letter and other defined terms and phrases, both singular and plural, have the meaning assigned to them in Article II of the General Conditions, in the contract.

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- I 20. **Customer of the the contracting authority.** A physical person over 18 years of age or a legal person who is the ultimate recipient of a thing, works or service or other contractor's performance.
  - I 21. **Equipment.** Individual equipment or a set of technological infrastructure facilities including, for example, power, cooling, monitoring, control systems and other necessary subsystems to ensure the continuous operation of data centers and other critical applications, installation or servicing services are subject to the Contractual Relationship, individually or collectively, according to a specific specification made by the Agreement.
  - I 22. **Contractor.** A legal or natural person entering into a contractual relationship with ALTRON under the terms of the Agreement.
  - I 23. **Functional tests.** Testing of the functionality of the subject of performance as defined in Article VII of the General Conditions.
  - I 24. **Special Business Terms.** ALTRON may issue special business terms and conditions governing relationships to specific deliveries of a thing, work or service or other fulfillment of a particular kind.
- II. Creation and Change of the Contractual Relationship

## II. Creation and Change of the Contractual Relationship

- II 1. The contractual relationship between ALTRON and the Contractor arises through the conclusion of the Contract in the manner and under the terms of this Article II of the General Conditions.
- II 2. ALTRON has the right to opt for the creation, modification and termination of the Contract as a mandatory form even in the case where legal regulations do not require a written form.
- II 3. The contract is usually concluded on the basis of a draft contract prepared by ALTRON. ALTRON's proposal to conclude a contract or change it only if such a proposal is expressly identified as a proposal to conclude a contract or change it. The Agreement is concluded and becomes effective on the date it is signed by both parties and when there is full agreement on the whole of the content of the contract; this day will also become effective unless otherwise agreed.
- II 4. ALTRON is entitled to choose or allow a simplified form of contract conclusion by establishing (accepting) an order for the establishment of the Contractual Relationship. Orders are usually preceded by a discussion of the requirements and needs of ALTRON and the processing of the offer by the contractor. The order, its acceptance or rejection can only be made in writing within the meaning of Article XIV (1) of the General Conditions. The contract on the basis of the order is concluded in the form and with the content as it appears from the order accepted by the contractor without reservation, ie once the company ALTRON expressly and completely, ie the unconditional consent of the contractor with the contents of the order processed by ALTRON.

## III. Contract for work

- III 1. The contract, the draft contract and the order must include at least
- III 2. the specification of the work, ie the exact description of the work, including the requirements for its functionality;
- III 3. instead of handing over the work

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- III 4. the price of the work, or the method of determining the price, and the maturity of the prices
- III 5. deadline for submission of works
- III 6. schedule of the work;
- III 7. the express statement of the Contractor that he has the General Conditions available, that he has fully understood them, understands them, has no objection to them and agrees that their provisions are binding on the Contractual Relationship
- III 8. other essential elements according to the nature of the work and the agreement of the parties.
- III 9. The terms of the Contractual Relationship may be changed only by an amendment to the Contract in the form concluded and in the form of the conclusion of the Contract, the written form of conclusion of the Amendment is always permissible. Changes to the specification of the work required for the usual or agreed functionality of the work, which the parties were not familiar with in negotiating the work, may be made without the consent of the contractor.

## IV. Payment Terms

- IV 1. ALTRON undertakes to pay the Contractor the Price of the Work stated in the Contract. The price of the Work and all unit prices will be quoted in Czech crowns unless stated otherwise in the Contract. Payment will be made in the same currency as the Works Price.
- IV 2. Detailed schedule of the Work's Price is included in the budget prepared by the Contractor with an itemized valuation of all works, supplies and services broken down according to the statement approved by ALTRON and according to the Project Documentation.
- IV 3. By concluding the Contract, the Contractor confirms that: - The Price of the Work is correct, complete and sufficient to cover all costs incurred by the Contractor for the completion and complete and proper completion of the Work; and - arranged the Prize of the Work with the fact that he was properly acquainted with the project documentation, checked it and verified the feasibility of the Work according to the project documentation and also duly acquainted with all the other documents and input information, the building site, the necessary scope of work and all other factual data, with all the professional care that can be expected from the most knowledgeable and experienced contractor.
- IV 4. The price of the Work is negotiated as maximum and non-negotiable and may be changed only in the case of changes to the Work by adding or subtracting the price of these changes to the Work on the basis of the bill as further defined in these General Terms and Conditions.
- IV 5. The price of the Work includes all direct and indirect costs necessarily or expeditiously incurred by the Contractor in connection with the fulfillment of its obligations under the Contract, in particular, but not exclusively, the cost of materials, machines, transportation of materials for construction at the place of performance, construction, operation, maintenance, disposal and site clearance, management and administration, project coordination, necessary engineering activities, necessary geodetic work, necessary workshop documentation, contractor's directing and profit, fees and any other costs of the contractor in connection with the execution of the Work (eg inflation, fees and payments for services , telephone and internet connections, water supply, electricity, security and fire safety, increased costs of work in the winter, pollution, disposal or recovery of hazardous waste, including particularly dangerous,

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sanctions, penalties, penalties, insurance, temporary occupation of areas, traffic engineering decisions and ensure follow-up, lighting the site, and ensure the implementation of all the tests within the meaning of applicable technical standards and generally binding regulations, including issuing documents on these tests, etc.). The Price of the Work includes the fulfillment of all obligations of the Contractor under the Contract and all the things and activities necessary for the proper completion of the Work and the removal of all its defects.

- IV 6. The Contractor declares that the unit prices used for the Valuation of the Work are the maximum for the entire duration of the Work's realization.
- IV 7. ALTRON will not pay for the work the Contractor performs outside of the Agreement in the Contract as a result of an arbitrary departure from the terms of the Agreement. The contractor must remove the work done under the preceding sentence at the request of ALTRON within the set deadline and reimburse the company ALTRON for any damage it may incur.
- IV 8. Works, supplies and services that will not be executed during the execution of the Work will not be charged to the Contractor and the price for such works and deliveries will be deducted from the total price of the Work.
- IV 9. Price maturity is set out in the Agreement and these General Terms and Conditions. Unless otherwise stated, the price is payable once after delivery of the subject matter. Strany se dohodly, že ALTRON neposkytne zhotoviteli zálohy pro realizaci Díla.
- IV 10. The precondition and at the same time the condition of the claim of the Contractor to pay the Price of the Work is the execution of the works in accordance with the terms of this Agreement and the invoicing of the performed and verified work in accordance with this Contract. Both conditions apply simultaneously.
- IV 11. ALTRON will pay the price to which the Contractor is entitled under the Agreement or the General Terms and Conditions, always on the basis of the relevant invoice issued by the Contractor. The payment obligation of ALTRON is deemed to have been fulfilled on the day when the relevant amount is written off from ALTRON's bank account.
- IV 12. Payments to pay the price to which the Contractor is entitled under the Agreement or the General Terms and Conditions shall be paid by wire transfer to the contractor's bank account specified in the Contract or to the bank account communicated in writing by the contractor of ALTRON; or in another agreed manner.
- IV 13. Attachment of the invoice, respectively. sub-invoices must be:
- IV.13.1 ALTRON signed the Discovery Protocol in the form of an inventory of work, supplies and services, both in paper form and in electronic format in the XLS format, and
  - IV.13.2 in the case of a one-off invoice, final invoices, issued after the due completion of the Work, also: (i) individually signed by ALTRON the Discovery Protocols; and (iii) a copy of the Delivery Protocol, or when purchasing a copy of the Delivery Note
- IV 14. Invoices must be issued within the statutory time limits, but at the latest, so that ALTRON can be delivered to its invoice contact address electronically.podatelna@altron.net or, as the case may be, under the Contract no later than the fifth (the fifth) calendar day of the month following the month in which the invoiced performance occurred. In the case of a one-off or one- the final invoice is the contractor is obliged to deliver an invoice to ALTRON to his contact address elektronicka.podatelna@altron.net for sending invoices in accordance with the Agreement no

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later than the 5th (fifth) calendar day of the month following the month when the Signing Protocol was signed by both Parties.

- IV 15. The invoice must comply with the requirements of the tax document in accordance with the applicable legislation and must contain factually correct data in relation to the invoiced performance.
- IV 16. The invoice maturity is 60 days (unless stipulated otherwise in the Contract) from the date of its delivery to the Client.
- IV 17. The invoice must always include an order number, which is always issued to the buyer in addition to the Contract (both before and after the signature of this Agreement), and such order does not in any way create a contractual relationship between the Buyer and the Seller, for internal reasons on the Buyer's side.
- IV 18. If the invoice does not contain the order number or other details or misrepresents the invoice or the invoice is defective or the text of the tax document is contrary to the Contract, the buyer is entitled to request its reprocessing within the due date.
- IV 19. The liability of ALTRON as the recipient of a taxable transaction to the contractor for unpaid VAT on this transaction is governed by Section 109 of the VAT Act.
- IV 20. The Contractor declares that at the time of conclusion of this Agreement he is not an "unreliable payer" within the meaning of Section 106a of the VAT Act, and undertakes to inform ALTRON without delay in the event of an unreliable payer performing the contract.
- IV 21. The Contractor declares that his account specified in the Agreement is an account that is published by the VAT Administrator in a manner allowing for remote access and that he / she remains such an account for the entire duration of the Agreement.
- IV 22. If the Contractor's declaration according to paragraph IV.21 and / or IV.22 of this Article is shown to be false or to cease to be valid during the effective date of the contract, or if the provisions of Article 109 of the VAT Act otherwise exist, the foreseeable fact the liability of ALTRON to the Contractor for unpaid value added tax, ALTRON is entitled to
- IV.22.1 Without acknowledging the Contractor's tax, pay to the Creditor (the Tax Administrator) to pay the claim against the Contractor unilaterally to its due and non-current or future receivables against ALTRON or
- IV.22.2 Withhold the amount of VAT up to its demonstrable payment by the Contractor or
- IV.22.3 make other appropriate arrangements to secure a future claim against the Contractor in order to meet the guarantor's liability for unpaid tax by the Contractor
- IV.22.4 or / and, in addition, withdraw from this Agreement.

## V. Delivery of the work

- V 1. The contractor performs the work at his expense and at his own risk in the agreed time and place. The contractor's obligation to deliver the work is deemed to have been fulfilled by the proper execution of the work and its transfer to ALTRON.
- V 2. Determining the date of delivery of the work and the timetable for the performance of the work is the subject of the Agreement. The contractor performs the work on the agreed date and according to the agreed schedule.

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- V 3. Determining the location of the work is subject to the Agreement. Instead of performing a work, it is also the place where the work is handed over.
- V 4. The contractor is bound by ALTRON's instructions when performing the work.
- V 5. Unless otherwise agreed in the works contract, the contractor performs a verification of the functionality of the work in accordance with the procedure set forth in Article VII of these General Terms.
- V 6. The date of delivery of the work is the term of delivery of the work within the meaning of Article V.2 of the General Conditions. If the date of delivery of the work is not determined directly by the Contract, the Contractor shall notify the day and time, the place of delivery of ALTRON, usually at least 3 (three) business days in advance. If performance tests are performed, then the due date for the submission of the work is set to follow after successful completion, preferably in normal working hours. In the event that ALTRON does not comply with the due date for delivery of the work, it is obliged to inform the contractor of this fact. In this case, ALTRON and the contractor will agree on the next possible date of delivery of the work.
- V 7. The handing over and taking over of the work takes place at the site of the work. The handover protocol shall be written on the handover of the party's work. The delivery note shall indicate any defects or non-occurrences of the work that did not interfere with the scheduled operation of the Equipment and the term to remove such defects or faults. By taking over ALTRON, it confirms that the work was done in full compliance with the terms and conditions agreed, with the exception of the defects listed in the handover protocol. Impairments and non-stop failures The ALTRON company may also refuse to accept a work for the agreed purpose. Unless otherwise agreed or implied by the nature of the work, the contractor shall, together with the ALTRON delivery note, provide protocols for performance testing and documentation of the Equipment, including, among others, (i) the operating and maintenance manual (user manual) (ii) the logbook, (iii) the initial revision report, and (iv) the Declaration of Conformity.
- V 8. If any defects or defects are discovered, ALTRON is entitled to refuse to accept the work. In such a case, ALTRON and the contractor will agree on a time limit for the removal of defects and non-deliveries, and the transfer will take place after their removal, applying the conditions of delivery of the subject of performance set out in this Article V of the General Conditions.
- V 9. The risk of damage to the subject of the work is transferred to ALTRON from the date of delivery.
- V 10. The costs associated with the storage of a work or part of it shall be paid by the contractor to ALTRON on the basis of the statement submitted by ALTRON in the manner and within the time limits specified in Article IV of the General Conditions.
- V 11. Unless otherwise stipulated in the Contract, the work may be executed and passed to ALTRON gradually after complete parts of the work. If the work is done in parts, the provisions of the Agreement and these General Terms apply to each such part of the work, not to the work as a whole, especially in relation to the date of execution, delivery, price, warranties and possible defects.

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## **VI. Construction and technical readiness of the place of execution of the work**

VI 1. The Contractor declares that all requirements for construction and technical readiness have been communicated to ALTRON before signing this contract. If he has not done so, the contractor is not entitled to change the deadline due to insufficient construction readiness. If the conditions of building readiness for any part of the work are not met, this is without prejudice to the Contractor's obligation to carry out the remaining part of the work within the terms of this contract.

## **VII. Functional tests**

- VII 1. Unless the Agreement stipulates otherwise, successful performance testing is a prerequisite for passing on the subject matter of performance. The purpose of the functional tests is to verify the agreed functionality of the delivered material and, in the case of work, also the correctness of their performance. The form, scope or other requirements of performance testing by subject of performance will be determined by the Agreement.
- VII 2. Functional tests shall normally be carried out after the work has been carried out at the place of delivery. The date of the performance tests will be announced by the contractor in writing to ALTRON in writing at least 3 (three) business days in advance; initiation of functional tests shall be determined preferably in normal working hours.
- VII 3. Functional tests shall be deemed to have been successfully completed and completed as soon as the contractor has drawn up and submitted the relevant protocols of the successful completion of the tests.
- VII 4. If the work is carried out and transmitted in turn and the Contracting Parties agree in the Contract that the handing over of the individual parts of the work precedes the performance tests, the modifications contained in this article and the functional tests of the individual parts of the work shall be used.
- VII 5. The scope of the functional tests may be specified in the Treaty. The standard range of functional tests of the work is:
- VII.5.1 Functional Test Equipment within the range defined for the Device;
  - VII.5.2 Functional test of synergy of individual technological units of the system (if included in the supply of more technological units).
- VII 6. Agreed Works Exams - A written record signed by ALTRON and the contractor will be drawn up on successful completion of each individual test. If the test was unsuccessful, the Contractor shall be entitled to repeat the test within a reasonable time from the previous unsuccessful test. In the event that the Contractor fails to repeat the test within a reasonable time, or if such a test is more than twice failing, ALTRON is entitled to withdraw from this Agreement under the applicable provisions of this Agreement.
- VII 7. Unless the Contract stipulates otherwise, the Contractor is obliged to perform the following tests of the work:
- VII.7.1 Individual tests - Before the mechanical completion, the contractor, with the participation of ALTRON, shall perform a test of each individual piece of equipment forming part of the work during which it shall prove the functionality of the relevant

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part of the equipment. About the course and results of any individual examinations, the contractor is required to enroll in the building log. For individual tests, ALTRON will provide the necessary assistance in the form of service personnel, based on a previous call in the building logbook. Upon completion of individual tests throughout the work, the contractor shall draw up a report on their completion, assessing the course of tests and the capacity of the facility to be put into operation.

- VII.7.2 Comprehensive tests - demonstrates the correctness of the design solution, the functionality of the equipment individually and in functional relationships, the ability to continuously secure the operation of the equipment and buildings and their readiness for the operational tests, subject to the conditions set out in the comprehensive test manual drawn up by the contractor and approved by ALTRON. The launch of complex tests is subject to the approval of ALTRON's comprehensive test manual. Comprehensive testing is completed by a comprehensive test protocol. Successful completion of the comprehensive test allows the start of the operational tests.
- VII.7.3 Testing and Guarantee Examinations - ALTRON or the Customer of the Customer shall commence the trial operation of the Work immediately after successful individual and comprehensive tests and the handover of the whole project by the Customer's Customer from ALTRON to the trial operation. The trial operation lasts for six (6) months, unless the contract stipulates otherwise, and then the new equipment will be handed over to the customer's customer for normal operation. Guarantee tests will be performed by mutual agreement between the parties, but no later than two (2) months from the start of the test operation and the contractor will demonstrate the fulfillment of the guaranteed parameters according to the contract. The costs of trial operation and guarantee tests by the contractor are part of the contract price under the contract. The terms, scope and content of the guarantee tests will be set out in the contract and its annexes. In the event that the guarantee tests fail, the contractor shall be provided with a period of thirty (30) calendar days to eliminate possible causes. Guarantee tests and evaluation are performed by a mutually agreed independent organization selected by ALTRON with the contractor's participation. Repeated warranty tests incl. of the required measurement will be made by the same selected organization at the expense of the contractor. The deadline for performing repeated tests is subject to approval by ALTRON.

## VIII. Transfer of ownership

VIII 1. The owner of the work and all that belongs to it is ALTRON, from the very beginning. The transfer of ownership of the work and the individual parts occurs by incorporating it in the work or delivering it to a building site, whichever comes first.

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## IX. Software as part of the subject matter

- IX 1. When a Software item ("**Software**") is included in the Object supplied by the Contractor, the ALTRON contractor grants a license to use the Software to the extent specified in these General Terms and Conditions; this may be specified in the Treaty.
- IX 2. The Contractor grants ALTRON a license to use the Software in its current version valid on the date of submission of the subject matter.
- IX 3. The Contractor shall provide professional installation of the Software as part of the subject matter of performance and any training of persons authorized by ALTRON to the extent and time specified in the Contract.
- IX 4. ALTRON will receive one hardware key from the contractor's company to use the Software with an identifying diskette to each workstation if such a hardware key is required to run the Software.

## X. Intellectual Property Rights and Licenses

- X 1. If the Contractor uses, changes or otherwise interferes with the result of an IPR-protected business without negotiating with ALTRON and, if the entitled person exercises its claims against ALTRON, the Contractor carries out at its own expense the settlement of the consequences of its conduct .
- X 2. The Contractor undertakes to promptly notify ALTRON that a third party has claimed a breach of intellectual property rights that are necessary for the realization of the Work or related to the Work.
- X 3. The Contractor undertakes to provide ALTRON with all efforts to successfully defend ALTRON's rights in relation to infringements of the intellectual property rights of third parties and to defend ALTRON against any third party claims, including the claims of subcontractors, employees or other cooperating persons and contractor's representatives.
- X 4. The Contractor declares that
  - X.4.1 is entitled to exercise all intellectual property rights that are necessary for the realization of the Work,
  - X.4.2 is authorized to grant to ALTRON the right to exercise intellectual property rights in respect of the Work in the agreed scope, even if the third party is an executor of the intellectual property rights, the use of the Work or its part will not result in the contractor's intellectual property or third parties.
- X 5. The Contractor hereby declares that it is authorized to grant ALTRON the right to exercise intellectual property rights to all components of the Work, including all documentation submitted by ALTRON's contractor, if this is necessary for the proper performance of ALTRON's rights.
- X 6. The Contractor warrants to ALTRON that the Work or other performance of the Contractor under the Agreement or the use of the Work by ALTRON does not infringe or cause the infringement of any intellectual property rights of third parties. In the event that the Contractor violates his obligation under the warranty provided for in this Article, the Contractor shall be liable for any consequences thereof, in particular shall be obliged to promptly ensure to ALTRON

ALTRON, a.s.

Novodvorská 994/138  
142 21 Praha 4, Czech republic  
T +420 261 309 111  
F +420 261 309 444

altron.cz@altron.net  
www.altron.net  
IČ: 64948251–64948251 – Prague Municipal Court,  
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the right to use the Work and its components which will not interfere with the intellectual property rights of third parties and replace to ALTRON all the damage caused to it.

- X 7. The license provided by the contractor is negotiated as non-exclusive. ALTRON is not required to use the license.
- X 8. For the avoidance of doubt, the parties agree that the license fee is included in the Price of the Work.
- X 9. ALTRON and the Contractor agree to grant a license for the duration of the property rights of the author's contractor or other person who is the executor of the relevant intellectual property rights. The Parties further agree that, for the duration of the lifetime envisaged, the Work specified in the Agreement may not terminate the license unilaterally or otherwise terminate.
- X 10. By the conclusion of the Agreement, the Contractor shall grant to ALTRON a transferable and unrestricted right, not only to any possible use of the subject matter, in particular to the making of copies, use and disclosure to any other person of the Documentation or any part thereof, as well as any documents, documents, sketches, documentation changes, programs and data created or provided by ALTRON's contractor under the Agreement that is or may be protected under intellectual property protection laws, including the right to use the Work in original or otherwise processed or otherwise altered form, alone or in a file or in connection with any other work or elements, the right to modify and modify such Works for the purpose of the realization, operation, use, maintenance, alteration, modification, repair and demolition of the Work or its individual parts. This right is granted by the contractor to ALTRON, and will also be entitled to any person who will be the rightful owner or user of the Work or the relevant part of the Work.

## **XI. Responsibility**

- XI 1. The contractor grants ALTRON to Work a warranty of 36 months for deliveries, 60 months for work. The Contractor will not condition the provision of the warranty by performing other servicing and maintenance operations, the supply of spare parts and operating contents, works other than those covered by this Agreement.
- XI 2. The Contractor undertakes to resolve the defect complained of and to commence work on its removal within 6 hours of ALTRON's notification of defects.
- XI 3. The Contractor shall be obliged to appear at the place of performance and commence activities aimed at repairing the defect
  - XI.3.1 within twelve (12) hours of its notification of serious defects impeding the safe and reliable operation of the Work; or
  - XI.3.2 within two (2) days of its notification of defects that do not prevent the safe and reliable operation of the Work, unless otherwise agreed in writing by the Contracting Parties in view of the nature of the defect. The Contractor is required to complete the removal of the defect within the time limit specified by ALTRON, taking into account the nature of the defect; and / or in case of irreparable defects requiring the removal of the defect free of charge by delivery of a new part of the Work, and the Contractor shall do so without delay, at the latest within a technically reasonable time agreed by the Contracting Parties. This claim also arises if the repairable defect on certain parts

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of the Work, as corrected in this paragraph, is repeated for the third time (3 times);  
and / or require a reasonable discount from the Prize.

- XI 4. If the Contractor fails to remedy the defects claimed by the Contractor properly and in good time within the timeframe in accordance with paragraph IX.3, or before announcing that ALTRON will fail to remedy the defects, ALTRON may request a reasonable discount from the Price or, upon prior notice, or at the expense of the Contractor, without ALTRON limiting any of its rights under the Agreement and the Contractor's liability for defects in the Work. The Contractor shall be obliged to compensate ALTRON for any proven costs incurred by ALTRON in connection with the removal of such defect within thirty (30) days of receipt of the relevant ALTRON invoice.
- XI 5. The contractor shall initiate the removal of the defect even if it does not recognize the complaint; the costs of remedying the defect shall be borne by the Contractor in disputed cases up to the decision of the court or of the agreed arbitration body. If, in disputed cases, it proves that ALTRON unduely claims a defect, ALTRON is obliged to pay to the Contractor the demonstrable costs incurred in remedying such a defect.
- XI 6. The Contractor provides a warranty for the repairs made to the Works by the end of the warranty period, in the case of the supply of new items, the duration of the warranty provided by the manufacturer.
- XI 7. In the event of repair of defects in the Warranty Period, the warranty period of the relevant part of the Work is extended by the period during which the part of the Work due to the detected defect could not be properly used.
- XI 8. The Contractor is required to take steps to avoid damaging the property of ALTRON, its employees or third parties, or damage to the health of ALTRON employees or third parties. The Contractor shall be liable to ALTRON for any damage caused to him in the performance of the subject matter, unless he proves that such damage was caused by force majeure or by circumstances that exclude liability in the sense of the Civil Code. ALTRON disclaims liability if it proves that the damage could not have been avoided even when all reasonable efforts were made to do so.
- XI 9. If a contractor is entrusted with the performance of his obligations under the Contractual Relationship, or a part thereof, a third party, it bears responsibility towards ALTRON as if it had performed the whole of the transaction in its entirety.
- XI 10. The contractor is obliged to comply with relevant legislation on occupational health and safety and fire protection during the implementation of the subject matter.
- XI 11. The Contractor shall be liable for any defects in the performance of the Facility due to performance delivered by another subcontractor in the delivery to the Customer of the Customer. The occurrence of such a defect in the normal or negotiated functionality The device may be a reason for refusing to accept the subject of performance by ALTRON as well as for a complaint from the customer of the Customer. In the case of performance of a subcontracting work for a customer of the Customer, the contractor is obliged to provide ALTRON with effective cooperation and to coordinate the execution of the work with the execution of other subcontracts within the framework of the delivery to the customer of the Customer.
- XI 12. The Contractor shall be responsible and shall compensate ALTRON for any damages incurred by it, its employees, employees and other persons entrusted with its contractual obligations

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incurred by the Contractor or for which the Contractor is responsible in accordance with generally binding legal regulations.

## **XII. Construction works as part of a work**

- XII 1. For the realization of the construction works in the framework of the construction of the work, the provisions of these General Terms and Conditions for the delivery of the work shall apply mutatis mutandis in analogy, as well as the relevant legal regulations and special provisions on the execution of the works in the Contract.
- XII 2. The Contractor undertakes to undertake the following works:
- XII.2.1 to comply with legal and other regulations to ensure safety and health at work, in particular Act No. 309/2006 Coll., On the Ensuring of Further Conditions of Safety and Health at Work, Government Order No. 361/2007 Coll. lays down the conditions for the protection of health at work and No. 591/2006 Coll., on the more detailed minimum requirements for occupational health and safety at construction sites as well as hygienic, fire and environmental protection regulations;
  - XII.2.2 to alert ALTRON to any circumstances that might result in his / her work at the workplace to endanger the life and health of ALTRON personnel or third parties or threaten the operation or endanger the safe state of technical equipment and facilities;
  - XII.2.3 Provide and make available 24 hours a day a telephone connection to the contractor's responsible staff, on working days and on days of rest, in the event of an emergency.
- XII 3. The Contractor is aware that he is also liable for damage caused by circumstances that arise from the nature of the apparatus or other thing he has used in the performance of the work and that he can not dispense with that obligation.
- XII 4. The Contractor is obliged to equip all his personnel with the necessary personal protective equipment according to the nature of the work performed and they must use them systematically in the course of their work in accordance with Section 104 of the Labor Code and Government Order No. 495/2001 Coll. scope and conditions of provision of personal protective equipment.
- XII 5. The contractor is obliged to inform his / her workers about the OSH Plan, if it has been processed, and the risks in the area of health and safety at work, PO and EE before commencing the work. A record must be made of the training made, with provable signatures of the persons concerned, copies of which will be handed over to ALTRON before the start of the work.
- XII 6. The costs associated with ensuring safety and health at work are borne by the contractor.
- XII 7. For the materials and machines of the contractor stored on the site / workplace / ALTRON does not assume any warranties.
- XII 8. The Contractor respects the fact that several contractors operate on the site / worksite being handed over and undertakes not to limit them to their activities. This fact is not a reason for changing the terms of the contract.

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## **XIII. Some rights and obligations of the parties**

- XIII 1. The Contractor shall only be able to fulfill his obligation under this Agreement through specific subcontractors if ALTRON has given his / her consent in writing. ALTRON is not obliged to grant the Contractor permission to use the subcontractor if the relevant subcontractor, in the reasonable opinion of ALTRON, does not fulfill the necessary professional prerequisites for providing the relevant performance or its financial situation does not provide the presumption of proper performance of the relevant performance or does not have adequate personnel or technical capacity or the use of the subcontractor the opinion of ALTRON might otherwise have put at risk the proper performance of the contract. This provision is without prejudice to the other obligations of the Contractor arising from this Agreement.
- XIII 2. The Contractor shall be responsible for all transactions provided under this Agreement through subcontractors and other third parties to the same extent as if he had provided such performance himself.
- XIII 3. The Contracting Parties agree that, unlike the provisions of Section 2915 of the Civil Procedure Code, the Contractor shall always be liable for damages caused by him / her and / or his / her subcontractor, by him and by a third party or a combination of both.
- XIII 4. The Contractor shall ensure the OSH of its employees and the observance of the OP and the EA by its employees and subcontractors, including their equipment by means of POs. The Contractor and subcontractors will, in the course of the implementation of this Agreement, comply with the OSH rules and regulations, including the rules and instructions with which the Contractor has been informed in writing by an authorized person of ALTRON. The Contractor is fully responsible for breaching the obligations set forth in this paragraph.

## **XIV. Form of communication, delivery, notification duty**

- XIV 1. The obligation of a written form shall apply to the legally binding communication of the parties, unless the nature of the matter or the explicit agreement of the parties implies otherwise. For the purposes of negotiations between ALTRON and the contractor, the written form is considered to be preserved even if the conduct by fax, e-mail or other means of distance communication makes it possible to capture the content of the legal action and identify the person who has done so. ALTRON is entitled to require that an electronic data message be signed with a so-called secured electronic signature or that its authenticity is verified in another way that ALTRON accepts in the specific case.
- XIV 2. By post, courier service or other similar means, all documents and other consignments eligible for postal delivery may be delivered between the Parties. ALTRON sends postal items to the address specified in the Contract as the domicile of the contractor, to another address, which the contractor will notify in writing as the contact address; the contractor is further authorized to designate the contact person to whom the consignments will be addressed. Postal items are deemed to have been delivered on the actual delivery date, otherwise on the third (the third) business day after shipment, if they were sent to the address in accordance with this arrangement. Messages sent by fax, e-mail or other appropriate means of distance communication shall be deemed to have been received on the day they are sent to the number

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or, the address specified by the Contracting Party to which the message is addressed; the time of sending is evidenced by a corresponding record from the transmission medium.

XIV 3. The Contractor shall be obliged to notify ALTRON of any changes in the facts and information he has communicated to him, in particular the change of name and domicile, respectively. the name and registered office of the contractor, changes in the composition of the statutory body or other changes concerning the persons authorized to act on behalf of the contractor, always without undue delay after such change has occurred in writing or in another form expressly accepted by ALTRON. The Contractor is obliged to disclose without delay to ALTRON any facts that may affect his / her further existence or his / her ability to fulfill the obligations of the Contract, in particular he / she is obliged to immediately inform him / her that he / she has gone bankrupt or in a situation of imminent bankruptcy.

## **XV. Protection of confidential information; processing of personal data**

XV 1. Any information relating to a commercial, productive or technical nature relating to the opposite Contracting Party which has actual or at least potential material or non-material value and is not normally available in the relevant business circles and which ALTRON and the Contractor have communicated or will be communicating in the future in the course of the negotiation of the Contract and subsequently in connection with the Contractual Relationship shall be considered confidential and ALTRON and the Contractor will not use this information except for the purposes of fulfilling the Contractual Relationship and provided that the third person who will be aware of these facts for the purposes of fulfilling the Contract, it undertakes the obligation of confidentiality to the least extent. This obligation continues after the termination of the Contractual Relationship. This provision is without prejudice to any other agreements or contracts relating to confidential information between ALTRON and the Contractor or any other obligations under the relevant provisions of the trade secret, information protection and other related issues. In the event of a breach of confidentiality, the injured party shall be liable to a contractual penalty equal to the amount determined in accordance with the Contract, which corresponds to the value and the significance of the hedged obligation.

XV 2. ALTRON fulfills all obligations arising from Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46 / EC (GDPR) against data subjects whose personal data under this Agreement transmits or otherwise makes available to the Contractor, in particular, that such transmission or other disclosure has a valid legal title.

## **XVI. Higher Power**

XVI 1. For reasons of force majeure, circumstances arising from unforeseeable and unavoidable events of an extraordinary nature outside the control of a Contracting Party which refers to force majeure which it could not foresee when entering into the Contractual Relationship and

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which prevents it from fulfilling the obligations arising from the Contractual Relationship . Such events are wars, revolutions, large-scale fires, floods, traffic embargoes. Higher power is not a failure of a subcontractor if it does not occur for the reasons outlined above. Malfunctions or negligence on the part of the contractor are not considered as force majeure. Notably, unforeseeable changes in economic, financial or monetary nature, or current business risks, are not considered to be force majeure. The same shall apply in the event of partial or total non-performance of the contractual obligations of the Contracting Parties if this is due to force majeure.

- XVI 2. A Contracting Party in which a case of force majeure has occurred shall be obliged to notify the other Contracting Party in writing no later than 72 (seventy) hours after becoming aware of the onset of force majeure and its termination. If these deadlines are not complied with, the State party may not rely on force majeure.
- XVI 3. The performance dates shall be extended only for the duration of the effects of force majeure after the effects of force majeure have ceased. XVI.4 In the event that force majeure causes the postponement of contractual obligations to be postponed by more than two months, the Parties shall, after discussing the situation, agree either to (i) postpone the fulfillment of obligations or (ii) to take the necessary measures before the commencement of the continuation of the subject matter, (iii) terminate the Contractual Relationship and in such case settle all obligations arising thereunder within the terms applicable to the Contractual Relationship. If the parties do not agree to follow the procedure under (i) or (ii) or to terminate the Contractual relationship under (iii), each of them shall have the right to terminate the Contractual Relationship by a resignation which must be made without undue delay after the aforementioned periods of two months. If the Contractual Party does not terminate by agreement or resignation, nor does it agree to proceed, it shall be deemed to proceed in the performance of the Contractual Relationship after the effects of force majeure have ceased.

## **XVII. Interruption of contractual obligations by ALTRON**

- XVII 1. ALTRON is entitled to discontinue the performance of its obligations under the Contractual Relationship if it derives its right to withdraw from the Contract under Article XVII. paragraph 3 of the General Conditions. The right to terminate the performance continues until ALTRON is found to have terminated the reason for withdrawal from the Contract, until the Termination of the Contractual Relationship is effective.
- XVII 2. If ALTRON ceases to fulfill its obligations for any reason, in accordance with the Agreement or these General Terms and Conditions, it is not in default.

## **XVIII. Termination of the Contractual Relationship**

- XVIII 1. The treaty expires
- XVIII.1.1 fulfillment of obligations under the Agreement;
  - XVIII.1.2 upon expiration of the period for which the Agreement is agreed;
  - XVIII.1.3 in writing, by agreement;
  - XVIII.1.4 Withdrawal.

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XVIII 2. It is possible to withdraw from the Agreement only in cases agreed or stipulated by the relevant legal regulation or the Contract or these General Conditions. The notice of withdrawal of the Contract must be in writing, stating the reason for withdrawal, and must be delivered to the other Contracting Party.

XVIII 3. ALTRON is entitled to withdraw from the contract in the event of a material violation of the contract by the contractor. Withdrawal from the agreement is without prejudice to any claim for damages arising out of breach of contract or the right to a contractual fine. Upon termination by any of the parties, the contractor is not entitled to transfer any claims for ALTRON to a third party without the prior written consent of ALTRON. Such an assignment would be void

XVIII 4. Except as provided for in Article 2002 (1) of the Civil Code, the following shall be considered as material breaches:

XVIII.4.1 gross or repeatedly poor performance of the contractor;

XVIII.4.2 Contractor's delay in performing a work of more than two weeks over agreed deadlines, an agreed timetable for work or dates agreed on check-in days;

XVIII.4.3 the realization of the work or its part by the subcontractor of the contractor, which has not been approved by ALTRON;

XVIII.4.4 the use of the submitted material for purposes other than those specified in the Agreement or these General Terms or to third parties without the knowledge of ALTRON;

XVIII.4.5 violation of BOZP, PO and EIA;

XVIII.4.6 arbitrary interruption of work on a work or execution of a work in a manner that clearly does not correspond to the agreed extent of the work or the date of performance of the work;

XVIII.4.7 violation of the prohibition on the establishment of a lien under the Agreement;

XVIII.4.8 the Contractor breaches any of the terms of the license referred to in Article X of the General Conditions.

XVIII.4.9 repeated violations of other provisions of the Agreement or these General Terms.

XVIII 5. The contracting parties have expressly agreed to exclude the provisions of Section 2595 of the Civil Code, ie that the Contractor can not withdraw from the Works Agreement on the grounds that ALTRON insists upon the Contractor's notice of the execution of the Work on an apparently inappropriate order or the apparently inappropriate .

XVIII 6. If the obligation to perform a work other than its fulfillment has ceased to exist, in particular if it ceases to exist as a result of termination of the contract, ALTRON is obliged to pay to the contractor at all times what ALTRON has materially increased by making the item. The value of this enrichment will be calculated on the basis of unit prices under the Agreement and the volume of actual performance of the contractor until the moment of withdrawal, and will not exceed the agreed price of the work. The performance already received by the contractor from ALTRON will always count towards enrichment to the extent that it covers. In the event of a positive balance, the contractor must return the ALTRON performance without undue delay.

XVIII 7. In the event of termination of the legal effects of a contract on the basis of withdrawal, the parties shall not be entitled to contractual penalties, price reductions, debt security arrangements, liability for defects in the work, including quality assurance, liability for damages and non- damage, and the Contractor's obligations to not withdraw or cease his claims under a

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contract to a third party, unless otherwise agreed to by ALTRON, and the license and obligations associated therewith shall not be terminated. ALTRON is also entitled, in the event of termination of the contract, to offset any receivables due or not payable to the contractor for any receivables payable or unpaid by the contractor, ie the possibility of offsetting also applies to claims arising from any unjust enrichment.

XVIII 8. If the obligation to perform the work otherwise than fulfilled (i) ALTRON becomes the owner of all the materials, products, design documentation and other items that the contractor supplied to the site of construction or construction and which were and could be used to properly fulfill the subject matter and (ii) ALTRON is authorized to use at the cost of the usual contractor the supplied temporary constructions, equipment, etc., which the contractor has used or should have used in the realization of the subject of the work, unless ALTRON decides otherwise, and does not communicate its decision to the contractor. Other terms of such use shall be agreed upon by the parties in writing, if this is not the case, the termination of the use shall end with the delivery of ALTRON's request to take over the goods used by the Contractor.

XVIII 9. Termination or death of the Contractor The contractual relationship between ALTRON and the Contractor shall not be terminated. The rights and obligations of the Contractual Relationship are transferred to the legal successor by the Contractor.

XVIII 10. Upon termination of the Contractual Relationship, the Contractor shall immediately terminate all his work on the subject of performance and shall relieve the place of performance of the Work and remove any of its possible installation or other facilities.

## **XIX. Sanctions**

XIX 1. Contractual penalties stipulated in the Contract shall be concluded for failure to fulfill the contractual obligation by the contractor.

XIX 2. Payment of the contractual fine shall not affect the right to compensation in full in excess of the amount of the Contractual Amount.

XIX 3. ALTRON's right to claim compensation for the full amount of damages incurred by ALTRON as a result of breach of any of its contractual obligations confirmed by a contractual penalty under the Agreement or these General Terms and Conditions is not affected by the payment of the relevant contractual penalty.