

**Selected Articles from
the General Business Terms of
Service by
.A.S.A. SLOVENSKO spol. s r.o.
(hereinafter as GBT)**

**Article I
General Provisions**

- 1.1. These General Business Terms regulate all relationships arising between .A.S.A. SLOVENSKO spol. s r.o. (hereinafter as the Provider) and its clients (hereinafter as the Customer) to whom the Provider provides services on the basis of a Contract.
- 1.2. The General Business Terms form an integral part of each Contract concluded between the Customer and the Provider. By signing the Contract the Customer undertakes to respect the Provider's General Business Terms.
- 1.3. Any deviations from the GBT, its amendments, special terms and other supplements need to be made in written form, and signed by both Contractual parties.

**Article II
Definition of Terms**

- 2.1. Contract 1 shall be the Contract on handling of municipal waste, fine constructional waste and voluminous waste.
- 2.2. Contract 2 shall be the Waste management contract.
- 2.3. Contract 3 shall be the Contract on purchase of waste and Secondary raw materials.
- 2.4. The contracts specified in clauses 2.1., 2.2. and 2.3. of this GBT article shall be hereinafter referred to as the Contract. (the Contract shall mean Contract 1, Contract 2 and Contract 3).
- 2.5. The terms defined in the Contract starting with a capital letter shall have the same meaning in these GBT, unless stipulated otherwise in these GBT.
- 2.6. Price list 1 shall mean the price list in which the Contractual parties have agreed the price for handling of Agreed waste, except the price for reprocessing of Agreed waste.
- 2.7. Price list 2 shall mean the price list in which the Contractual parties have agreed the price for Agreed activities.
- 2.8. Price list 3 shall mean the price list in which the Contractual parties have agreed the price for reprocessing of Agreed waste.
- 2.9. SRM Price list shall mean the price list in which the Contractual parties have agreed the price for which the Provider shall buy Secondary raw materials from the Customer.
- 2.10. The price lists specified in clauses 2.6., 2.7., 2.8. and 2.9. of this GBT article shall be hereinafter referred to as the Price list or the Price lists.
- 2.11. Applicable Price list shall mean Price list 1, Price list 2, Price list 3, or the SRM Price list approved by the Customer in accordance with Article VII, clause 7.6 or 7.7. hereof.
- 2.12. Waste collection shall mean gathering and sorting of waste before transport.
- 2.13. Handling of waste shall mean collection, transport, storage, reprocessing and disposal of waste, including maintenance of the place of disposal.
- 2.14. Emptying of a collecting container shall mean dumping of the contents of such container.
- 2.15. Secondary raw materials shall mean the secondary raw material waste which the Provider is contractually bound to purchase from the Customer.
- 2.16. Collecting container shall mean a container for the Agreed waste or Secondary raw materials provided and approved by the Provider. Collecting containers shall be also plastic bags provided by the Provider, which are marked to show which type of Secondary raw material they are intended for.
- 2.17. Shift shall mean a section of a business day with a duration of 8 hours.
- 2.18. Business days are Monday through Friday, except days off and bank holidays.

Article III

In accordance with the subject of business registered in the Companies Registry of the District Court of Bratislava 1 the Provider is entitled to carry out business in the field of waste management in accordance with the necessary permissions of state administration bodies.

**Article IV
Performed Activities**

- 4.1. The Provider performs for the Customer Agreed activities stipulated in the Contract, and if the Contractual parties have agreed so in the Contract, the Provider also buys Secondary raw materials from the Customer.
- 4.2. Activities specified in clause 4.1. hereof shall be performed by the Provider in a manner and under the conditions agreed in the Contract and in the GBT for the period of Contract.
- 4.3. Activities specified in clause 4.1 hereof shall be performed on the basis of the Contract, the GBT and a written or facsimile order of the Customer, or on the basis of a phone request of the Customer, provided that phone order has not been excluded in the Contract or the GBT. The order must be delivered to the Provider at least 2 days before the Provider is to perform the Agreed activity.

**Article V
Legislative Service
of Complex Waste Management**

- 5.1. If the Provider pledged in the Contract to provide Legislative service to the Customer, the Provider will obtain all due documents, which the Customer as the waste originator is obliged to own in accordance with the applicable waste management legal regulations.

**Article VI
Separation of Secondary Raw Materials**

- 6.1. If the Provider pledged in Contract 1 or in an annex thereto to ensure separation of Secondary raw materials for the Customer, it shall hand over to the Customer the needed number of Collecting containers which are marked to show which Secondary raw materials they are intended for. Such Collecting containers must be distributed by the Customer duly and in time in accordance with Contract 1 or an annex thereto. The cost for Collecting container distribution shall be born by the Customer.
- 6.2. The customer shall be responsible for the contents of the Collecting containers intended for separation of the Secondary raw materials. If upon takeover of the Secondary raw materials the Provider discovers, that the Collecting container for separated Secondary raw materials contains other kind of Secondary raw material than marked on the container, or waste, it shall be entitled to refuse the takeover of such Secondary raw material and require proper separation.
- 6.5. If, after performing a check, the Provider discovers that any of the Collecting containers intended for separated Secondary raw material also contain waste, it shall weigh such waste and dispose it at the Customer's cost using a suitable procedure. The Provider shall immediately advise the Customer of this. Using the applicable Price list the Provider shall calculate the cost arisen in this manner, which the Customer shall be obliged to pay on the basis of an invoice. The calculation and invoicing of costs according to this GBT clause shall be governed by the provisions of Article VII hereof.

**Article VII
Calculation of Payment and Terms of Payment**

- 7.1. The payment which the Customer undertakes to pay to the Provider for the performed Agreed activities pursuant to Contract 1 and Contract 2 shall consist of the price for handling of Agreed waste determined according to the applicable Price list 1 depending on the actual quantity of received Agreed waste, the price for performed Agreed activities determined according to the applicable Price list 2 depending on the actual volume of performed Agreed work and from the price for reprocessing of Agreed waste pursuant to Price list 3 depending on the actual amount of reprocessed Agreed waste.
- 7.2. The Provider shall add VAT to the payment amount referred to in clauses 7.1. and 7.5. hereof in accordance with the applicable VAT legislation, and the Customer undertakes to pay the same. Should the VAT rate change, the Provider shall be entitled to charge VAT according to the applicable legislation effective at the time of provision of service.
- 7.3. In accordance with the applicable legislation, the Provider shall add a legal fee for depositing waste at a dump to the payment referred to in Contract 2. Each invoice issued by the Provider in accordance with Contract 2 shall include an overview of actually transported amounts of individual Agreed waste types including the unit price in SKK. The actually transported amount of Agreed waste shall be documented by weighting slips from the reprocessing or disposal location.

- 7.4. The Contractual parties have agreed that the Provider shall be entitled to unilaterally increase the price for the Agreed activities as of July 1, if during the first calendar half-year the Provider's costs related to the Agreed activities increase by more than 10% in comparison to the previous calendar half-year. The Provider shall notify the Customer of the new price for the Agreed activities until June 15th at the latest. If the Customer does not agree with the new prices, it shall be entitled to terminate this Contract in writing. It shall be obliged to deliver a written notice to the Provider until June 25th, at the latest. If the Customer submits a notice in accordance with this article, it shall become effective on June 30th. If the notice is submitted in accordance with this article of GBT, the three month notice period referred to in Article XI clause 11.2 hereof shall not apply.
- 7.5. The Contractual parties have agreed that the Provider shall be entitled to invoice, except the payment referred to in clause 7.1 hereof, overhead cost actually arisen in performance of the subject of Contract 2, in particular:
- wages and salaries of the Provider's employee performing work referred to in Art. VIII. clause 8.14. letter. d) 2nd subsection of GBT.
 - operation related overhead cost. The amount and detailed specification of such cost is stipulated in the Annex No. 3 to Contract 2. The Annex No. 3 shall be valid for a specified period of time - until the end of calendar year, whereby the Provider shall submit to the Customer a new draft Annex 3 for the next calendar year until December 15th (inclusive) of the respective calendar year. If the Customer fails to deliver to the Provider its written disapproval with the new Annex No. 3 until December 31st (inclusive), it shall be deemed the Customer agrees with the new Annex No. 3. If the Provider fails to submit within the given time the draft Annex No. 3, the price stipulated in the current Annex No. 3 shall remain valid for the next year.
- The overhead cost shall be invoiced by the Provider once a month, always until the 10th day of the following month in an independent invoice.

Article VIII Rights and Obligations of Contractual Parties

Provider's rights and obligations

- 8.1 The Provider shall be obliged to meet its contractual obligations with due professional care and in accordance with the applicable legal regulations.
- 8.2. The Provider shall be entitled to perform its covenants using third parties even without a previous approval of the Customer. Such third parties shall be in particular companies which are part of .A.S.A. whereby the Provider shall be responsible for the performance of such third parties to the same extent as if the activity was performed by the Provider itself.
- 8.3. The Provider shall check the received waste while taking it over from the Customer, as well as during transport. If, in such check, the Provider determines that the waste in question is unsuitable waste referred to in clause 8.5. hereof, it shall be entitled to refuse to take such waste over.
- 8.4. Qualified (written) refusal of takeover and transport of unsuitable waste in accordance with clause 8.3. hereof shall not be considered Provider's default in performance hereunder.
- 8.5. If the Provider discovers unsuitable waste in a check performed after takeover of such waste, the Provider shall ask the Customer to provide for disposal of such unsuitable waste at its own cost, such request shall include a deadline for disposal of the unsuitable waste. If, however, the Customer fails to provide for disposal of the waste within the set deadline, the Provider shall be entitled to provide for transport and suitable disposal or reprocessing of such waste (even using its own facilities) without the Customer's approval and at the Customer's cost. In such a case the Provider shall be entitled to compensation of costs as well as compensation of damages. If the Provider reprocesses or disposes of the unsuitable waste using its own facilities, it shall be entitled to compensation of costs usually invoiced for such activity to other customers. The Provider shall immediately advise of this the responsible employee of the Customer.
- 8.9. The Provider shall not be responsible for fines imposed on the Customer for breaching of applicable and effective waste management regulations in the following cases:

- a) breakdowns of machines or devices,
- b) breach of applicable and effective waste management regulations by the Customer's employees, if such breach relates to their working duties of which they could or should have been aware,
- c) breach of applicable and effective waste management regulations, which has been discovered in premises not accessible to Customer's employees,
- d) defects of which the Customer's employees were notified in writing
- e) breach of applicable and effective waste management regulations caused by employees of external organizations carrying out work in the premises of the Customer (if the Customer is a municipality, then premises shall mean the territory of the municipality).

Customer's rights and obligations

- 8.14. The Customer shall be obliged to create for the Provider, free of charge, suitable conditions for performance of its covenants, in particular, allow to it permanent access to its premises, objects and areas related to the Provider's performance hereunder.
- 8.15. In connection to performance of Contract 1 the Customer undertakes:
- a) to present to the Provider a Municipal waste management program, always within 10 days from approval of the same by the respective state bodies in accordance with applicable and effective legal regulations. If the Customer fails to meet this obligation, it undertakes to indemnify the Provider for any costs and damages arisen in connection to breach of obligations stipulated in the newly approved Customer's waste management program, including any fines imposed by competent bodies.
 - b) The Customer shall be obliged to mark the Collecting containers with stickers, which shall be supplied by the Provider at the Customer's cost. The Customer shall mark all Collecting containers the Emptying of which is secured by the Provider, so that the data on the stickers on the Collecting containers always conforms to Contract 1 and its annexes.
 - c) The Customer shall be obliged to position the Collecting containers, which shall be provided by the Provider at the Customer's own cost. The amount and types of Collecting containers must correspond to the data specified in Contract 1 or in a written order of the Customer, so that their positioning always conforms to Contract 1 and its annexes.
 - d) The Customer undertakes to regularly check the waste originators in accordance with the applicable and effective waste management regulations.
- 8.22. The Customer undertakes:
- a) to supply Secondary raw materials clean and without impurities pressed in bales. In special cases and after a previous written agreement of the Contractual parties, the Secondary raw materials can be in bulk. With performance pursuant to Contract 1 the Customer supplies the Secondary raw materials in bulk so that they are placed in Collecting containers marked according to type of Secondary raw material.
 - b) if rail transport of Secondary raw material is organized by the Customer, it shall be obliged to advise of dispatch of freight cars with waste within 24 hours from dispatch by phoning the following number
 - c) with performance pursuant to Contract 2 or Contract 3 the Customer shall be obliged to ensure that its employee is present when the Secondary raw material is handed over, or authorize a third party to do this in writing.

Article IX Special Provisions

- 9.1. When the Customer is in default with payment of an invoice referred to in Art. VII clause 7.9. hereof for a period exceeding 30 days, the Provider shall request in writing that the Customer pays the invoice, allowing a reasonable term of payment. If, despite the request, the Customer fails to meet its obligation, the Provider shall be entitled to interrupt provision of contractually Agreed activities, until all due invoices are settled.
- 9.2. If the Provider applies the procedure referred to in clause 9.1. hereof, interruption by Provider of provision of the contractually Agreed activities shall not be deemed a breach of Contract or a Provider's default. The Customer shall not be entitled to compensation of damages arisen due to non-performance by Provider of Agreed activities.
- 9.3. From the day following the day as of which the invoice was due, the Provider shall be entitled to interest on arrears and stipulated damages in an amount of 0.05% of the amount which the Customer failed to pay, however, SKK 100,- at least. The Provider shall be entitled to stipulated damages specified herein,

even if the Customer fails to meet, within the given time, its obligation referred to in Art. VIII clause 8.5 hereof, from the day following the day as of which the obligation should have been met, until the day as of which the obligation is met or the costs arisen to the Provider are settled.

- 9.4. The Customer shall be obliged to perform all its obligations stipulated in the Contract and in the GBT, in particular provide conditions for performance of contractual obligations by the Provider. If such conditions are not provided, non-performance by the Provider of its contractual obligations, shall not be considered a breach of Provider's obligations and the Provider shall not be held responsible for any damage arisen so to the Customer.

Article X Claims

- 10.1. The Customer shall be entitled to claim the performed Agreed activities with the Provider in writing within 10 days from the date of such performance. The Provider shall not be obliged to accept claims submitted later. The Provider shall review the claim without undue delay within 5 days from delivery, at the latest. If the claim is deemed accepted, the Provider implements corrective measures, otherwise it notifies the Customer of its standpoint. Claims shall be governed by the Provider's internal standards.
- 10.2. Provider's claims against the Customer (as waste supplier) shall be governed by the Contract, by the GBT and the respective provisions of the Commercial Code and Provider's internal standards.
- 10.3. Claims of quantity and quality of supplied Secondary raw materials shall be resolved in accordance with the Commercial Code in written form and in accordance with the Provider's internal standards within 6 months from receipt of such claim.

Article XI Termination of Contract

- 11.1. The Contract can be terminated as follows:
- through submission of a notice
 - through rescission of Contract
 - due to impossibility of performance
 - by agreement of Contractual parties
 - due to cessation of a Contractual party without assignees or
 - if the Contractual parties fail to agree on a Price list.
- 11.2. The contract can be terminated by any Contractual party without stating a reason. The notice has to be submitted in writing. The Contractual parties have agreed a notice period of three months. The notice period shall start to lapse on the first day of the month following the month during which the notice was delivered to the other Contractual party. The Customer may terminate the contract also pursuant to Art. VII, clause 7.4 of the GBT.

Article XII Trade Secret

- 12.1. The Contractual parties have agreed that all information acquired during mutual negotiations related to business affairs of the contractual partner shall be considered trade secret and they undertake not to disclose the same to any third parties. This obligation shall survive the termination hereof.

Article XIII Settlement of Disputes

- 13.1. Any disputes arising between the Contractual parties in performance of contractual obligations shall be settled by amicable agreement. If the Contractual parties fail to reach an agreement, the dispute shall be resolved by a court of competent jurisdiction.

Article XIV Common and Final Provisions

- 14.1. If neither the Contract nor the GBT explicitly require written communication of Contractual parties, the parties can communicate over the phone, via fax or e-mail.
- In case of communication over the phone the message shall be deemed delivered on the day of phone-call, if that day is a business day, otherwise on the next business day.
 - In case of fax or e-mail communication, the messages shall be deemed delivered on the day of sending, provided that the message was sent on a business day until 3:00 p.m., otherwise on the next business day following the day of sending, provided that the sender's fax confirmed a successful transfer and the e-mail message has been successfully sent. Contractual parties shall be obliged to keep documents proving the said facts.
 - In case of written communication delivered by mail the document is deemed delivered: 1.) on the day of delivery, 2.) on the day of refusal to accept the mailed document, 3.) in case of a failed delivery, the mail shall be deemed delivered on the fifth day from dispatch when sent within the territory of Slovakia and on the tenth day from dispatch when delivered outside the territory of Slovakia, provided that the mail has been sent to the Provider's or Customer's postal address stipulated in the Contract, or to the most recent postal address of which the other Contractual party has been notified after signing the Contract. A written message delivered to the Customer in accordance with this clause of GBT shall be deemed delivered even if the Customer had no knowledge of such delivery, or was not present at the delivery location.
- 14.3. The Customer undertakes, upon the Provider's request, to immediately settle any damages and costs to the Provider, including costs for legal representation arising to the Provider in connection to:
- breach of any Customer's obligation towards the Provider or resolution of disputes between the Provider and the Customer, in particular in relation to recovery of Customer's payments due to the Provider (including court and administrative fees and other costs related to judicial or extrajudicial recovery of debts),
 - judicial, administrative or extrajudicial proceedings, in which the Provider participates in connection to litigation procedures, administrative action or dispute between the Customer and third parties.
- 14.4. Provisions of the Contract take precedence over the provisions of the GBT. Should any of the provisions of the Contract or the GBT become invalid or unenforceable, the validity and enforceability or the other provisions of the Contract or the GBT shall remain unaffected. The Contractual parties shall be obliged to negotiate, in good faith, about replacement of the invalid or unenforceable provision of the Contract or the GBT, by another provision which is as close to the purpose and meaning of the provision which has been declared invalid or unenforceable as possible.
- 14.5. These GBT shall relate accordingly to all annexes to the Contract and to other contracts than Contract 1, Contract 2 and Contract 3 concluded between the Provider and the Customer in consideration of their contents and purpose.