

General Commercial Terms and Conditions of Waste Management Services

**Article 1
General Provisions**

- 1.1 These General Commercial Terms and Conditions of Waste Management Services (hereinafter "GCTC") regulate matters between an FCC Group company, as defined in Articles 2.15.1 and 2.15.2 hereof, as the service provider and a third party as the customer, provided that provisions of the Contract (as defined in these GCTC) made between the Provider (as defined in these GCTC) and the Customer (as defined in these GCTC) to regulate matters between the Provider and the Customer by way of derogation from these GCTC shall prevail over provisions of these GCTC.
- 1.2 Any matters between the Provider and the Customer regulated by the Contract and these GCTC shall be governed by laws of the Slovak Republic.

**Article 2
Term Definitions**

- 2.1 Capitalised terms used throughout these GCTC shall have the meanings ascribed thereto in this Article 2, or as specifically defined in the respective Articles of these GCTC (1.1, 2.15.1 paragraph (i), 10.2, 11.5). The provision of this Article 2.1 of GCTC shall not prejudice the provision of Article 2.18 hereof.
- 2.2 Contract 1 means the Municipal Waste, Petty Construction Waste and Voluminous Waste Management Contract made between the Provider and the Customer.
- 2.3 Contract 2 means the Waste Management Service Contract made between the Provider and the Customer.
- 2.4 Contract means either Contract 1 or Contract 2.
- 2.5 Price List 1 means the list of prices agreed between the Parties for the management of Agreed Wastes.
- 2.6 Price List 2 means the list of prices agreed between the Parties for the execution of Agreed Operations.
- 2.7 Price List 3 means the list of prices agreed between the Parties for Secondary Raw Materials.
- 2.8 Pricelist(s) means Pricelist 1 and/or Pricelist 2 and/or Pricelist 3.
- 2.9 Waste Management means the collection, transportation, storage, recovery and disposal of wastes, including the care of the recovery/disposal site, or any combination of those operations.
- 2.10 Waste Sorting means division of wastes by kind, or separation of waste components that, when so separated, can be classified as separate kinds of waste.
- 2.11 Discharge means the act of discharging the contents of, and emptying, a Collection Container.
- 2.12 Secondary Raw Materials (SRM)/Sorted Waste means wastes destined for secondary use that the Provider agreed to purchase from the Customer under the Contract, unless the Parties agree otherwise.
- 2.13 Collection Container means a container provided or approved by the Provider for the collection of an Agreed Waste or a Secondary Raw Material.
- 2.14 Working Day means a day from Monday to Friday, except non-working days specified in the Act No. 241/1993 on public holidays, non-working days and commemorative days, as amended, or any other legislation as may be adopted in lieu of said Act.
- 2.15 Provider means the company which entered into the Contract as the service provider and
- 2.15.1 has at least 50 % share of its registered capital held by
- (i) FCC Environment CEE GmbH, having its principal office at Hans-Hruschka-Gasse 9, Himberg 2325, Republic of Austria (hereinafter "Parent Company"); or
- (ii) a company controlling the Parent Company; or
- (iii) a company controlled by the Parent Company; or
- (iv) a company controlled by the company controlling the Parent Company; or
- 2.15.2 is the Parent Company.
- 2.16 Customer means the person that entered into the Contract with the Provider.
- 2.17 Parties means the Provider and the Customer.
- 2.18 Any terms defined in the Contract and used in throughout these GCTC in a capitalised form shall have the same meaning in these GCTC as the Contract.

**Article 3
Agreed Operations**

- 3.1 The Provider shall carry out for the Customer the Agreed Operations specified in the Contract and, if the Parties so agreed in the Contract, purchase Secondary Raw Materials from the Customer.
- 3.2 During the term of the Contract, the Provider shall carry out operations referred to in Article 3.1 of these GCTC in such manner and on such terms as agreed in the Contract and GCTC, and on the basis of a Customer's purchase order delivered to the Provider in a written form, a fax message included, or a Customer's request submitted by telephone, provided that such purchase order or request shall be binding upon the Provider only to the extent it was accepted by the Provider. A purchase order or request must be delivered to the Provider no later than 3 Working Days before the date designated by the Customer as the date when the Agreed Operations are to be carried out by the Provider.

**Article 4
Waste Sorting**

- 4.1 To the extent the Provider committed itself in the Contract to manage the Waste Sorting for the Customer, the Provider shall deliver to the Customer Collection Containers, each bearing a designation of the specific waste it is destined for. The Customer shall ensure that the Collection Containers be distributed in a due and timely manner in accordance with the Contract so that the purpose thereof can be achieved. Costs of the provision of Collection Containers shall be borne by the Customer.
- 4.2 The Customer shall be responsible for the contents of the Collection Containers destined for the Waste Sorting. If the Provider finds out upon receipt of wastes that a Collection Container contains wastes of a kind other than designated thereon, the Provider shall have the right to refuse the Discharge/acceptance of the Collection Container and request the waste contained therein to be re-sorted by the Customer. When such re-sorting was properly completed, the Provider shall accept the Collection Container and carry out the Discharge thereof.
- 4.3 Refusal to accept wastes/carry out the Discharge under Article 4.2 of GCTC shall not constitute Provider's delay with the fulfilment of its obligations under the Contract or violation of Provider's statutory or contractual obligations.
- 4.4 If the Provider finds out after the Discharge/acceptance of a Collection Container destined for the Waste Sorting that the Collection Container contains a kind of waste other than that designated thereon, the Provider shall re-sort the wastes without undue delay and notify the Customer accordingly in writing. The Provider shall calculate the costs incurred in connection therewith according to the appropriate Pricelist and the Customer shall refund such costs against the Provider's invoice. The provisions of Article 5 of GCTC shall apply *mutatis mutandis* to the calculation and billing of costs referred to herein.
- 4.5 If the Provider finds out by way of inspection that any Collection Container destined for the Waste Sorting contains waste of a different category, the Provider shall without undue delay notify the Customer accordingly in writing and re-sort and weigh, and recover or dispose of the waste using a suitable method. The Provider shall calculate the costs incurred in connection therewith according to the appropriate Pricelist and the Customer shall refund such costs against the Provider's invoice. The provisions of Article 5 of GCTC shall apply *mutatis mutandis* to the calculation and billing of costs referred to herein.

**Article 5
Consideration Calculation and Payment Terms**

- 5.1 The Customer shall pay the Provider a consideration for services provided under the Contract on the basis of mutually approved Pricelists.
- 5.2 Prices of services referred to in Article 3.2 GCTC shall be agreed between the Parties in writing.
- 5.3 The Provider shall have the right to unilaterally adjust prices in Pricelists in the following cases:
- 5.3.1 VAT rate change and/or other administrative action by the Government;
- 5.3.2 change of the rate of the statutory waste dumping charge payable under the Act No. 17/2004 on waste dumping charges, as amended, or any other legislation as may be adopted in lieu of said Act;
- 5.3.3 an increase in the inflation rate of at least 3 % as compared to the month in which the Contract was made. The Provider shall have the right to increase a price listed in the Pricelist on that basis only by such amount as corresponds to the inflation increment as measured by the consumer price index of the Statistical Office of the Slovak Republic. The Provider shall notify the price adjustment to the Customer no later than 30 days before the effective date of the new prices.
- 5.4 Pricelists shall be valid for a definite term, till the end of a calendar year, provided that no later than 15 December (inclusive) of a calendar year, the Provider shall submit to the Customer draft new Pricelists. If the Customer does not deliver to the Provider the Customer's written approval for the new Pricelists on or before 31 December of the calendar year, the Customer shall be deemed to have approved the new Pricelists. If the Provider does not submit draft new Pricelists within the above time limit, prices in effect for the next calendar year shall be the prices listed in the most recent Pricelists. Unless the Parties agree in writing otherwise, if the Customer does not deliver to the Provider the Customer's written disapproval for a new Pricelist on or before 31 December (inclusive) of the calendar year, prices in effect for the next calendar year shall be the prices listed in the most recent Pricelists, provided that the Provider shall have the right to terminate the Contract by notice of withdrawal with immediate effect, which right shall be exercisable at any time during January of the next year.
- 5.5 The Provider/Customer shall issue an invoice no later than the 10th day of the next month after the execution of Agreed Operations by the Provider/Customer or delivery by the Customer to the Provider of Sorted Wastes/Secondary Raw Materials, or when a matter arose based on which the Provider/Customer became entitled to issue an invoice to the Customer/Provider. The Provider/Customer shall deliver the invoice to the other Party without undue delay. The Customer/Provider agrees to pay the invoiced consideration or other sum, inclusive of VAT, within 14 days from the delivery of the invoice.
- 5.6 If the Customer fails to deliver to the Provider an invoice for supply of Sorted Waste/Secondary Raw Materials in 90 days from the delivery of the Sorted Waste/Secondary Raw Materials, the Provider shall be entitled to payment by the Customer of a contractual penalty equaling to the amount of the consideration, net of VAT, agreed between the Parties for the supply of Sorted Waste/Secondary Raw Materials to which the delayed Customer's invoice relates.
- 5.7 The Parties have agreed that the Customer/Provider shall be obligated to pay an invoice within the time limit set forth in Article 5.5 hereof or the time limit indicated in the invoice, whichever is longer. An invoice shall be deemed to have been paid in a due and timely manner if the invoiced sum, identified by the variable code indicated in the invoice, was credited to the Provider's/Customer's account within the applicable time limit according to the present Article of GCTC. Payments to be made between the Parties shall be made by wire transfers through their respective financial institutions, or by cash at the Provider's cash desk, unless it contravenes applicable laws.
- 5.8 An invoice issued by the Provider/Customer must contain required essentials in accordance with applicable laws.
- 5.9 If the Customer is a VAT payer, the applicable amount of VAT shall be added to the price in accordance with the VAT Act then in force and effect, and the Provider agrees to pay the same.

Article 6

Rights and Obligations of Parties

Provider's rights and obligations:

- 6.1 The Provider shall fulfil its obligations under the Contract with due care and in accordance with legislation in force and effect.
- 6.2 The Provider shall have the right to fulfil its obligations towards the Customer, whether with or without the Customer's consent, though a third party, including without limitation a company deemed to be a member of .A.S.A Group, as defined in Articles 2.15.1 and 2.15.2 hereof, provided that the Provider shall be responsible for such third party' operations as it they were its own operations.
- 6.3 The Provider shall carry out inspections of wastes received from the Customer both upon the receipt and during their transportation. If the Provider identifies any inappropriate waste, the Provider shall have the right to refuse to accept it. For the purposes of the Contract, 'inappropriate waste' refers to any waste that is not Agreed Waste, as specified in the Contract, and does not conform to the waste category pertaining to the respective catalogue number or the nature of the waste as declared by the Customer. If the Provider identifies an inappropriate waste through inspection after the waste was accepted, the Provider shall have the right to recover or dispose of such waste by its own means and be entitled to refund of such amount of costs as is normally invoiced for such operations according to the Pricelist. The Provider shall without undue delay notify the Customer accordingly in writing.
- 6.4 The Provider agrees to remove any dirt from the Collection Container location that originated from the Provider's operations in connection with the Discharge of the Collection Containers.
- 6.5 If the Provider fails to discharge a Collection Container for reasons that were not foreseeable in that specific case, the Provider shall inform the Customer accordingly and carry out the Discharge as soon as possible, subject to mutual agreement with the Customer.
- 6.6 The Provider shall be present at any inspection carried out by competent government waste management inspection authorities at the Customer's place, subject to at least 2-day prior written notice from the Customer.
- 6.7 The Provider shall on no circumstances be liable for any sanctions imposed on the Customer for breach of waste management legislation in connection with the Contract in the following cases:
 - 6.7.1 breakdown of machinery;
 - 6.7.2 breach by Customer's employees of waste management legislation in force and effect that is applicable to the Contract, insofar as such breach relates to their obligations of which they were, or should have been, aware;
 - 6.7.3 breach of waste management legislation, insofar as such breach relates to premises that are inaccessible to Provider's employees;
 - 6.7.4 defects, breaches - breach refers to an inappropriateness in waste handling that has been brought to the attention of Customer' employees;
 - 6.7.5 breach of waste management legislation in force and effect caused by employees of external organisations (other than the Provider) who carry out works within the Customer's premises (if the Customer is a municipality, the premises shall be understood as the territory of the municipality).
- 6.8 Where the subject matter of the Contract is rental of a Collection Container, the Provider agrees to arrange repair of the Collection Container within 14 days from the day the Customer reported the defect of the Collection Container and allowed the Provider to take it over, and provide to the Customer a substitute Collection Container for the repair time.
- 6.9 Any loss due to breach of provisions of the Contract shall be the liability of the breaching Party within the meaning of the Commercial Code Act No. 513/1991, as amended.
- 6.10 The Provider agrees to undertake regular waste inspections at the Customer' place in accordance with waste management legislation in force and effect.
- 6.11 The Parties agreed that where the Provider is obligated under the Contract to dispose of waste collected from the Customer, the Provider shall have the right to recover such waste or its part with or without giving the Customer a notice thereof.

Customer's rights and obligations:

- 6.12 The Customer agrees to provide to the Provider without undue delay all information needed for the implementation of the Contract.
- 6.13 The Customer shall, without any claim for consideration or cost refund, provide suitable conditions to facilitate the Provider's performance under the Contract, including without limitation permanent access and entry to buildings and areas involved in the implementation of the Contract by the Provider.
- 6.14 In connection with the implementation of the Contract, the Customer agrees to:
 - 6.14.1 submit to the Provider the producer's/municipality's Waste Management Programme no later than 10 days after its approval by competent government authorities pursuant to legislation in force and effect. If the Customer fails to fulfil the aforesaid obligation, the Customer agrees to indemnify the Provider for any costs and losses incurred thereby in connection with any breach of obligations under the Customer's new approved Waste Management Programme, including without limitation any sanctions imposed by administrative authorities;
 - 6.14.2 place Collection Container designation labels in the Customer's premises; unless the Parties agree otherwise, the labels shall be provided by the Provider at Customer's expense. For Collection Containers whose Discharge is the responsibility of the Provider, the Customer shall place the labels in such manner that data on the labels attached to the Collection Containers always comply with the Contract and its annexes;
 - 6.14.3 distribute Collection Containers, which shall be provided by the Provider at Customer's expense in such quantities and types as specified in the Contract or Customer's written purchase order, in such manner that the placement of Collection Containers always complies with the Contract and its annexes;
 - 6.14.4 provide assistance during regular waste inspections to be undertaken by the Provider under waste management legislation in force and effect. Any suggestions and modifications proposed by the Provider shall be effected through an amendment to the Contract;
 - 6.14.5 submit to the Provider chemical analyses, carried out by an accredited laboratory, of newly generated wastes, and of existing wastes after any technological change having an effect of altering the chemical composition of the wastes;
 - 6.14.6 if the chemical composition of any waste fails to conform to the submitted analyses, indemnify the Provider for any loss (including without limitation any sanctions imposed on the Provider by administrative authorities) and costs incurred by the Provider in connection with the recovery/disposal of such waste.
- 6.15 If the subject matter of the Contract is rental of a Collection Container, the Customer agrees to:
 - 6.15.1 use the Collection Container in accordance with its intended and designated use according to the Contract (take proper care of the Collection Container and immediately report any need for repair, theft or destruction of, or damage to, the Collection Container);
 - 6.15.2 place only such waste into the Collection Container for which it is destined;
 - 6.15.3 provide the Provider with free and unrestricted access to the Collection Container at the scheduled Discharge times;
 - 6.15.4 ensure that the Collection Container can be handled in an appropriate manner in order to avoid any damage thereto (the foregoing regards suitable vehicle access to container stands in particular);
 - 6.15.5 not transfer the Collection Container to a third party without Provider's approval;
 - 6.15.6 in case of destruction or loss of, or damage to, received Collection Containers, indemnify the Provider for the loss so incurred up to the acquisition cost of the Collection Container.
- 6.16 The Customer agrees to comply with obligations regarding the handling of wastes, Secondary Raw Materials and dangerous waste that arise from legislation in force and effect. The Customer agrees to deliver Agreed Wastes specified in the Contract in a stabilised condition in accordance with Annex 6 to the Act No. 223/2001 on wastes, as amended; or, if the Parties so agree, the stabilisation shall be carried out by the Provider at Customer's expense.
- 6.17 The Customer agrees to:
 - 6.17.1 deliver wastes free of any contamination and impurities, in form of compacted packages, unless the Parties agree otherwise;
 - 6.17.2 deliver SRM in a bulk form, separated and placed in appropriate Collection Containers according to the waste type designation labels on the Collection Containers;
 - 6.17.3 where the wastes are transported by rail, notify the sending of wagon consignments to the telephone No. 02/6596 1817 within 24 hours from the dispatch;
 - 6.17.4 as part of the implementation of the Contract, make sure that a Customer's person, or a third party authorised in writing, be present at the delivery of wastes.

Article 7 Special Provisions

- 7.1 Starting from the day following the due date of an invoice, the Provider shall be entitled to receive from the Customer, in addition to late payment interest at a rate of 0.05 % of the outstanding liability per day, a contractual penalty of 0.05 % of the sum in delay per day, however no less than € 3.00.
- 7.2 The Customer also acknowledges that if the Customer is in delay with a payment due to the Provider, the Provider shall have the right to prepare a debt acknowledgement agreement in respect of the debt owed by the Customer to the Provider and the Customer hereby agrees to sign such agreement in form of a notarial deed.
- 7.3 The Customer shall comply with all its obligations under the Contract and GCTC, including without limitation provision of conditions to facilitate the fulfilment by the Provider of its contractual obligations. If such conditions are not provided, a failure by the Provider to fulfil its contractual obligations shall not constitute Provider's default and the Provider shall not be liable for any loss incurred by the Customer or third parties in consequence thereof.
- 7.4 The Provider hereby represents that all its employees carrying out works in Customer's premises have received information and instructions to assure occupational safety and security during works and the handling of Provider's technical equipment. In relation to the implementation of the Agreement, the Parties agreed under Section 18 (1) of the Act No. 124/2006 on occupational health and safety and on amendments to certain laws, as amended, in conjunction with the Act No. 314/2001 on fire protection, as amended, that the Customer shall organise training for Provider's employees in Customer's OHS and FP rules to the extent such training is necessary, and the Parties also agreed that the Customer shall provide in its premises proper conditions to assure safety and health protection in a workplace.
- 7.5 The Provider shall have no liability for safety of Customer's employees or subcontractors who without authorisation enter the premises or tamper with equipment used by the Provider in connection with its performance under the Contract.
- 7.6 If the Customer incurs any loss that was provably caused by the Provider in connection with its performance under the Contract, the Provider shall bear reasonable costs of remedying the loss. The basis therefor shall be a loss liability report signed by both Parties. Upon Customer' request, the Provider shall submit to the Customer a documentary proof of Provider's liability insurance such as, without limitation, an authenticated copy of the policy.
- 7.7 Any Provider's service must be supported by a corresponding document (for example, delivery note, receipt certificate, certificate of works, etc.) signed by the Customer's authorised person or agent, as identified in the header of this Agreement.
- 7.8 The Parties agree to keep in strict confidence for indefinite time any and all information regarding the contractual partner under the Contract that a Party obtains in the course of the business cooperation (operational and trade secret).

Article 8 Complaints

- 8.1 The Customer shall have the right to submit written complaints regarding Agreed Operations to the Provider within 10 days after their execution. The Provider shall review a complaint without undue delay and no later than 5 days after its receipt. If a complaint is admitted, the Provider shall take remedial action. If a complaint is not admitted, the Provider shall notify the Customer accordingly. The Provider shall not be obligated to consider complaints submitted after the above time limit; such a complaint shall constitute mere information and no obligations shall arise therefrom for the Provider.

Article 9 Termination of Contract

- 9.1 The Contract may be terminated by:
 - 9.1.1 notice of termination;
 - 9.1.2 notice of withdrawal;
 - 9.1.3 impossibility to perform;
 - 9.1.4 agreement between the Parties; or

- 9.1.5 cessation of a Party without a legal successor.
- 9.1.6 for other reasons set out in the Contract or these GCTC.
- 9.2 Either Party may terminate the Agreement by a three-month notice without giving the reason. The notice of termination must be given in writing. The notice period shall commence on the first day of the month following the delivery of the notice to the other Party.
- 9.3 The right of withdrawal shall be governed by Sections 344 et seq. of the Commercial Code Act No. 513/1991, as amended. Material breach of the Contract shall include a Customer's delay with payment of an invoice exceeding 30 days if the Customer failed to make the payment within an additional period of grace. Any other breaches of the Contract shall be deemed immaterial. Withdrawal from the Contract shall become effective on the date of delivery of the notice of withdrawal to the other Party. This Article 9.3 of GCTC shall be without prejudice to the Provider's right to terminate the Contract by notice of withdrawal under Articles 5.4 and 11.5 of these GCTC.
- 9.4 Impossibility to perform means Provider's inability to fulfil its obligations which is due to changes in legislation that prohibit or significantly restrict the execution of Agreed Operations under the Contract or require a special official authorisation which the Provider tried to obtain without success, or lead to a change in conditions of the Agreed Waste handling due to which the fulfilment by the Provider of its obligations under the Contract is made harder or the implementation of the Contract requires a disproportionate increase in efforts or costs that was not foreseen by the Parties at the time the Contract was made. The Provider's obligation to carry out Agreed Operations under the Contract shall cease on the day when the impossibility to perform arose, subject to prompt notification thereof by the Provider to the Customer. The Contract shall terminate upon delivery by the Provider to the Customer of a written notice of the Provider's inability to perform.
- 9.5 The termination agreement between the Parties shall be subject to approval by both Parties and execution in writing. The Contract shall terminate on the date designated in the agreement as the termination date or, if no such date is designated in the agreement, on the date when the agreement on termination of the Contract was signed by both Parties.
- 9.6 If the Customer does not request the Provider to perform Agreed Operations within two years from the day of the conclusion of the Contract, and if the Provider does not purchase Secondary Raw Materials from the Customer during this period, the Contract shall cease two years after its conclusion; in this case the day of its termination shall be the day which corresponds to the number of the day when the Contract was concluded.
- 9.7 If the Customer within two years from the day of the last performance of Agreed Operations or from the day of the last purchase of Secondary Raw Materials by the Provider (whichever event occurs later) does not request the Provider to perform other Agreed Operations or does not request the Provider to buy other Secondary Raw Materials (i.e. within a two year period there shall be no request to perform Agreed Operations under the Contract and no request to purchase Secondary Raw Materials under the Contract), the Contract shall cease two years from the day when the Provider last performed Agreed Operations for the Customer or when the Provider last purchased Secondary Raw Materials from the Customer; in this case the two year period, after which the Contract ceases, shall run from the day of the event which occurs later. According to the present Article of GCTC, the day of the Contract termination shall be the day which corresponds to the number of the day when the event leading to the termination of the Contract occurred.
- 9.8 The Customer shall return any Collection Containers that were provided thereto by the Provider for the term of the Contract to the Provider within 10 days from the termination of the contractual relationship. The Parties agreed that upon termination of the Contract, they shall settle their mutual liabilities by fulfilling their respective obligations under the Contract and GCTC, unless the Parties agree in writing otherwise.

Article 10 Dispute Resolution

- 10.1 Any disputes arising between the Parties in connection with the Contract shall be resolved by way of negotiation seeking to achieve agreement.
- 10.2 If no agreement is achieved within the meaning of Article 10.1 of these GCTC, any disputes arising from the Contract, including without limitation disputes concerning validity, interpretation or termination of the Contract shall be referred for resolution to the Permanent Court of Arbitration CADRE - Centre for Arbitration and Dispute Resolution in Europe, having its registered office at Zelená 2, 811 01 Bratislava, (hereinafter "Court of Arbitration"). The arbitration shall be conducted in accordance with internal rules of the Court of Arbitration by a sole arbitrator appointed in accordance with the internal rules of the Court of Arbitration. The Parties shall submit themselves to the award of the Court of Arbitration and the award shall be binding upon the Parties.

Article 11 Miscellaneous and Final Provisions

- 11.1 Unless the Contract or GCTC specifically request mutual communication between the Parties to have a written form, the Parties may communicate via telephone, fax transmission or e-mail:
- 11.1.1 for communication via telephone, a message shall be deemed delivered on the Working Day when the call was made, or the next Working Day;
- 11.1.2 for communication via fax transmission or e-mail, a message shall be deemed delivered on the day when sent if sent on a Working Day no later than 15:00, or the next Working Day after the sending day, subject to successful fax transmission or sending of the e-mail, respectively. The Parties are required to keep proofs to support the above matters;
- 11.1.3 for written communications delivered by post or a courier service, the post shall be deemed delivered:
- (i) on the day it was delivered;
 - (ii) on the day the addressee refused to receive the post;
 - (iii) if delivery to the address of the Provider/Customer specified in the Contract, or such last address as was notified to the other Party after the conclusion of the Contract as the new delivery address, was unsuccessful, on the fifth day after the sending for deliveries within the territory of the Slovak Republic, or on the tenth day after the sending for deliveries outside the territory of the Slovak Republic Documents should at all times be delivered to the addressee's address registered in the Register of Companies, unless the Parties agreed in writing on a different delivery address.
- A message delivered to the Customer under this Article of GCTC shall be deemed delivered whether or not the attempt to deliver came to the Customer's knowledge and whether or not the Customer was present at the place of delivery.
- 11.2 The Parties shall inform each other without undue delay of any changes in their respective information contained in the Contract; if the Customer breaches the aforesaid obligation, the Provider shall not be held liable for any loss incurred in consequence thereof.
- 11.3 These GCTC shall apply *mutatis mutandis* to any and all amendments to the Contract made between the Provider and the Customer.
- 11.4 These GCTC shall come into force on 1 December 2012.
- 11.5 In case of any amendment to these GCTC, the Provider shall submit the text of the amendment or the new GCTC (hereinafter "GCTC Amendment") to the Customer no later than 15 days before the effective day of the new GCTC text. If the Customer fails to deliver its disapproval with the GCTC Amendment to the Provider in writing within 15 days from the receipt of the GCTC Amendment, the Customer shall be deemed to have approved the GCTC Amendment and the conduct of the Parties shall be governed by the GCTC Amendment as of the effective date thereof. If the Customer delivers its disapproval with the GCTC Amendment to the Provider in writing within 15 days from the receipt of the GCTC Amendment, unless the Parties agree in writing otherwise, the conduct of the Parties shall be governed by the former GCTC text, provided that the Provider shall have the right to terminate the Contract by notice of withdrawal with immediate effect, which right shall be exercisable at any time within 30 days from the receipt of the Customer's written disapproval with the new GCTC text within the meaning of the GCTC Amendment.

Article 12 Trade Secret

- 12.1 The Parties agreed that any information concerning the contractual partner's business matters as they may obtain during mutual negotiations shall constitute trade secret and the Parties agree to refrain from disclosing it to third Parties both during and after expiry of the term of the Contract.
- 12.2 Without Customer's permit, the Provider shall not publish, whether for its own interest or for the interest of third parties, any information concerning the nature, quantities and types of waste.
- 12.3 The Provider shall treat any purchase orders and trade and technical specifications relating to the subject matter of the Contract as trade secret.
- 12.4 Without Provider's permit, the Customer shall not publish, whether for its own interest or for the interest of third parties, any information concerning the method of implementation of the Contract by the Provider.

In _____ dated _____

I hereby express my full and irrevocable consent with the above-stated General Commercial Terms and Conditions.

Signature: _____