

General Terms and Conditions of ENVIS, s.r.o. valid from 01/07/2014

I. Validity of the General Terms and Conditions

1. These General Terms and Conditions apply to the provision of all services by ENVIS, s.r.o., with registered office at Pekná cesta 15, 831 52 Bratislava, ID No.: 35977442, VAT No.: 2022123840 (hereinafter referred to as "ENVIS" or "supplier"). These General Terms and Conditions also apply to the provision of the "I'll Leave It to You" service, the specific terms of which are set out in Article X.
2. These General Terms and Conditions are included in every contract subject of which is execution of work or provision of services by ENVIS in the capacity of a supplier or provider of services or in a similar capacity, regardless of whether such contract was concluded in writing or orally, with a business entity or a non-business entity. Such a contract will typically be a contract for work, a mandate contract or an otherwise unnamed contract for the provision of services.
3. These General Terms and Conditions or their individual provisions may only be excluded or replaced by agreement in writing.
4. Conclusion of a written or oral contract of which these General Terms and Conditions form part supersedes all previous arrangements, commitments and agreements, whether written or not, in relation to its subject matter.
5. These General Terms and Conditions are freely available on the ENVIS website (www.envis.sk).

II. Conclusion of a contract

1. Contracts shall be deemed to have been concluded upon their signing by both parties.
2. Contract may also be concluded in the form of an order placed by the client and the acceptance (confirmation) of such order by ENVIS. By placing an order, client agrees to these General Terms and Conditions. An order is accepted by the supplier and the contract is deemed concluded if it is confirmed in writing (also by email or fax) within ten days of receipt. Within the aforementioned acceptance period, the order is irrevocable; after the expiry of the said time limit, the order may be cancelled by the client in writing.

III. Subject matter of contract

1. By entering into contract, ENVIS undertakes to carry out work or provide service (hereinafter referred to as the "order" or "job" or "assignment") and the client (hereinafter referred to as the "client") undertakes to pay ENVIS

the price set out in such contract.

2. The assignment is more precisely specified in the respective contract.
3. Unless otherwise agreed, the output of the assignment shall be a report which shall be delivered to client in a single copy in written form (hard copy) and in electronic form in 'pdf' format.
4. The subject of assignment may also include the provision of other services in addition to the production of report, such as consultancy, processing of various applications or negotiations with the authorities, or it may involve only some of the above activities, without the report.
5. Consultancy services shall be provided by the supplier orally or in writing on the basis of oral or written questions from the client. At supplier's request, client shall be obliged to articulate their request in writing.
6. Client is obliged to provide the supplier with all the necessary assistance for the performance of services ordered. If necessary, the client shall grant the supplier a written power of attorney in good time.

IV. Time for completion of assignment

1. The assignment is deemed to have been completed upon submission of a deliverable (which shall typically be the Report as referred to in Article III.3 of these General Terms and Conditions). The output of the assignment is deemed to have been delivered when it is sent to the client at the address specified in the contract or, where appropriate, at another address notified by the client to that end well ahead, or upon its handover to the client in person. In the event of personal delivery, the client is obliged to acknowledge receipt of the output to the supplier in writing.
2. Assignments that do not involve a tangible deliverable shall be deemed to have been completed at the time of the provision of the service at hand in accordance with the respective contract.
3. If a concluded contract does not stipulate a deadline for completion of the assignment, the supplier is obliged to complete it within a reasonable time, appropriate to the nature and scope of the assignment.
4. The period for the completion of assignment is set in favour of the supplier: the supplier has the right to complete it before the deadline and the client shall be obliged to take it over; nevertheless client is not entitled to demand completion of the assignment before expiry

of the set deadline.

5. Unless otherwise agreed, the supplier shall not commence work on the job ordered until the advance payment has been made and the documents for the performance of the assignment have been provided in accordance with the provisions of these General Terms and Conditions set out below.
6. The time for the assignment completion shall be extended by twice the time of any delay in the execution of the assignment caused by circumstances on the part of the client.
7. In the event of a force majeure or other event occurring beyond the reasonable control of the supplier or in spite of the supplier's due diligence (e.g. natural disaster, war, etc.), the time for completion of the assignment shall be extended by the duration of such event and by the time necessary to overcome its consequences.
8. The supplier is entitled to refuse to complete the order without being in breach of its contractual obligations if the client is in default with any payment due to the supplier arising from any legal cause, e.g. also a payment due under a contract other than the contract and the assignment at hand, which the supplier is refusing to complete.

V. Price

1. Unless otherwise agreed or specified below, the client shall become obliged to pay the price of the assignment at the time of handing over the output of the order pursuant to Article IV, paragraph 1 of these General Terms and Conditions, or, in the case of orders that do not involve a tangible output, at the time of the provision of the service at hand in accordance with the respective contract.
2. The assignment price is agreed in the respective contract. Unless otherwise agreed, the assignment price shall include all overheads in respect of the activities necessary for the proper execution of the job, including the travel cost and other costs associated with the performance of the task at hand, and including the cost of services of the additional professions, if needed.
3. If the contract has been concluded without an agreement on price, the client shall pay the supplier for the completion of the contractual assignment the price normally charged by the supplier for similar assignments or determined in accordance with the rates set out in the supplier's price list in force at the time of conclusion of the contract. The supplier's demonstrable overheads incurred in connection with the execution of the assignment (travel, postage, transport, telephone and other similar expenses) shall be added to the contract price so fixed.

4. Unless otherwise expressly provided, the price of the contractual assignment shall be VAT-exclusive. VAT shall be added to the price of the assignment at the applicable rate.
5. In an agreement intended to extend or modify the subject-matter of an order, the parties shall normally also update the price of such assignment. If they do not do so, the price of the assignment shall be increased by the price of the extra work carried out as a result of the extension or modification of the assignment. The price of the extra work shall be determined in the manner set out in paragraph 3 of this Article of these General Terms and Conditions.
6. If, after the conclusion of the contract, circumstances come to light which were not known to the supplier at the time of the contract conclusion and which affect the workload associated with the assignment, the price of the order shall be increased by the price of the extra work determined in the manner referred to in paragraph 3 of these General Terms and Conditions, unless the parties agree on a new price for such assignment.

VI. Payment terms

1. Unless otherwise agreed, the price of the assignment shall be payable within 14 days of the date of completion of the assignment in accordance with Article IV, paragraph 1 or Article IV, paragraph 2 of these General Terms and Conditions, as the case may be.
2. The supplier shall issue an invoice to the client for the price of the assignment, which shall contain all the particulars of a tax invoice in accordance with the applicable legislation.
3. Unless otherwise agreed, the supplier is entitled to a deposit of 40 % of the order price upon conclusion of the contract. The advance payment shall be due within three days of the date of conclusion of the contract. The supplier shall issue an invoice to the client for the advance payment.
4. Payment shall be made to the supplier's account specified in the contract or on the invoice and shall be deemed to have been paid once it has been credited to the supplier's account.
5. In the event of default in the payment of a monetary obligation, the client is obliged, regardless of fault, to pay the supplier a contractual penalty of 0.05 % of the amount due for each day of delay. This is without prejudice to the supplier's right to full compensation for any damages.
6. In the event of payment from abroad, bank charges shall be borne by the client.

VII. Rights and obligations of the parties

1. The client is obliged to provide the supplier with all the assistance necessary for the fulfilment of the assignment, in particular:
 - a) immediately after the conclusion of the contract, to submit or ensure the submission to the contractor of the documents and data necessary for the execution of the subject-matter of the contract;
 - b) to allow the supplier, in the course of execution of the assignment, after specifying the date, place and time in writing or by telephone, access by authorised personnel to the client's premises for the purposes of on-site inspection, investigation and survey, physical inspection and, where appropriate, measurement, and to provide the necessary instructed guidance to the supplier for this purpose, if requested;
 - c) provide written (including by email) comments on the proposed solutions to the assignment within the time limit agreed in the respective contract.
 2. In the event that the client fails to submit comments pursuant to paragraph 1(c) of this Article in time, the supplier shall be entitled to deliver the assignment to the client in a version in which it was sent to the client for comments.
 3. The supplier is obliged to observe the provisions of the concluded contract, applicable Slovak technical standards and generally binding legal regulations, in particular in the area of occupational safety when carrying out physical inspections.
 4. The supplier is entitled to assign the execution of the job to another person or even more persons.
 5. The client undertakes to provide the documents and data necessary for the execution of the assignment and, if necessary, to enable the supplier to obtain further documentation from the operator of the client's premises. Unless otherwise agreed, such documents and data are generally understood to be:
 - a) the available building technical documentation of the assessed premises (building design documentation, plans of the premises, in particular floor plans, cross-sections, views, compositions and descriptions of the structures, technical reports) and a description of changes leading to the current state, including the timing of construction and renovations;
 - b) available technical documentation for technical installations, including buildings, and a description of changes leading to the present state, including timing of construction and renovations;
 - c) plans of the immediate surroundings (situations);
 - d) description of the client's intentions;
 - e) relevant extracts from the Land Registry;
 - f) permits, consents, plans, programmes, records relating to environmental aspects of the client's operations;
 - g) other available data relating to the operation of buildings, premises or technical equipment necessary for the completion of the assignment.
6. If it is desirable to process additional documents for the purposes of the assignment (in particular in order to increase the accuracy of the assignment deliverables), the supplier shall suggest it to the client. If the parties agree on involving additional documents as well as on timing of their provision by the client to the supplier, the time for completion of the assignment shall be extended by the time spent by their provision and processing. If the suggested additional documents are not submitted to the supplier on time, the accuracy and level of assurance of the assignment outputs shall reflect the extent of the documents that were available to the supplier.
 7. In the event that additional expert opinions, measurements, analyses or studies (e.g. emission measurements, acoustic assessment, landscape study, etc.) are required for the execution of the assignment, the supplier shall suggest it to the client and their provision shall be carried out at the client's expense. If the parties agree on the acquisition and processing of the additional reports or other analyses within the meaning of the preceding sentence and on the timing of their provision by the client, the time for completion of the assignment shall be extended by the time required for their provision and processing. In the event that the suggested expert opinions are not supplied, the supplier shall not be liable for the feasibility of the assignment or of the suggested measures.
 8. If the supplier, after reviewing the documents submitted pursuant to clause 5, 6 or 7, finds that supporting documents or additions to existing documents (hereinafter referred to as "additional documents") are necessary in order to complete the assignment, it shall have the right to request such additional documents from the client within a time period set by the supplier. The time for completion of the assignment shall be extended by the time required for the supply of such additional documents. If the client fails to supply the additional documents to the supplier in time, the supplier shall be entitled to complete the assignment on the basis of the documents submitted (hereinafter referred to as 'incomplete documentation'); in which case, however, the supplier shall not be liable for the feasibility of the assignment or of the measures proposed. The parties expressly agree that the assignment shall be deemed to have been duly and timely completed even if, for reasons of non-cooperation on the part of the client, the supplier completes the assignment only on the basis of incomplete documentation.

9. The supplier is not responsible for the correctness of the documents submitted and is not obliged to verify their correctness.
10. The supplier may, in agreement with the client, further refine and extend the list of documents.

VIII. Supplier's liability

1. Supplier shall not be liable for defects caused by the use of unsuitable documents supplied by the client if, even with the exercise of all due care, the supplier could not have detected their unsuitability or if the supplier had drawn the client's attention to their unfitness and the client insisted on their use.
2. Any defects in the assignment shall be eliminated by the supplier by means of a free correction of the output of the assignment, unless both parties agree otherwise in any particular case. The client is only entitled to withdraw from the contract or to demand an appropriate price reduction in the event of a material or immaterial breach of contract or for defects in the assignment output if the supplier fails to remedy the defects free of charge within a reasonable period of time, which must be at least five working days.

IX. Dispute resolution

1. All disputes arising out of or in connection with any contract between the parties which cannot be settled by negotiation between the parties shall be finally settled by a court of competent jurisdiction.

X. Terms of Provision of the "I'll Leave It to You" Service

1. The contract for the provision of the "I'll Leave It to You" service between the waste producer and ENVIS is concluded when the waste producer, as the client (i) completes and submits the "I'll Leave It to You" service order form on www.envisis.sk, in which, by checking the relevant boxes, (ii) they also express their consent to these terms and conditions and to the processing of their personal data.
2. The subject of the "I'll Leave It to You" service is the obligation of ENVIS, in exchange for a fee of EUR 200 excluding VAT, to:
 - a) prepare 1 annual report on waste generation and management (annual report) for up to 2 premises of the waste producer (activity code P), for the calendar year immediately preceding the submission of the order form by the client;
 - b) process a maximum of 20 waste collection documents (e.g., weighbridge tickets, hazardous waste

tracking sheets, etc.), i.e., create up to 40 records in waste tracking sheets for the relevant calendar year;

- c) c) submit the annual report electronically to the relevant state authority (District Office) on behalf of the client (waste producer) based on a granted power of attorney;
 - d) send the client the documents – the annual report (in PDF and ASICE formats) and the confirmation of electronic submission (in PDF format).
3. The "I'll Leave It to You" service does not include representing the client in negotiations with third parties, resolving discrepancies, reviewing and potentially correcting data in the provided waste collection documents, verifying the eligibility of the waste receiver, or covering any administrative or other fees and travel expenses. ENVIS will provide these services beyond the scope of the "I'll Leave It to You" service based on a separate agreement, for a fee charged at an hourly rate.
 4. If the documents indicate that the client has more than 2 premises, ENVIS will provide the "I'll Leave It to You" service for the third and each additional premise only based on a separate agreement with the client.
 5. ENVIS is responsible for the accuracy of the annual reports based on the waste collection documents provided by the client. ENVIS is not responsible for the accuracy of the waste collection documents provided by the client; their accuracy is not verified.
 6. ENVIS will not include in the annual report and will return to the client any waste collection documents that do not comply with the requirements of the Waste Act and its implementing regulations; the reason for their return will be communicated to the client. If the client expressly requests in writing to include such documents in the annual report, ENVIS is not responsible for the accuracy of the annual report or its compliance with applicable legislation.
 7. ENVIS has the right to refuse to provide the service and, specifically, the right to withdraw from the contract in cases where:
 - a) the order form as per paragraph 1 of this article is submitted after February 5;
 - b) the client fails to cooperate, particularly if the client does not deliver a signed power of attorney, fails to provide waste collection documents by the deadline set by ENVIS (not less than 4 days), or provides incorrect, incomplete, or illegible documents;
 - c) the advance invoice (ZFA) is not properly paid by the due date specified by ENVIS (not less than 4 days);
 - d) any other violation of these general terms.

8. ENVIS will notify the client of the refusal of the service or withdrawal from the contract by email, sent to the address provided in the order form, without undue delay, but no later than 7 days, along with the reason as per paragraph 7.
9. ENVIS will grant the client a special discount of 25% (the price of the **"I'll Leave It to You"** service after the discount is EUR 150 excluding VAT) if the following conditions are met:
 - a) The client orders the service no later than January 15.
 - b) The client pays the advance invoice and submits all waste collection documents along with the granted power of attorney no later than January 20.
10. ENVIS will grant the client a special discount of 10% (the price of the **"I'll Leave It to You"** service after the discount is EUR 180 excluding VAT) if the following conditions are met:
 - a) The client orders the service between January 16 and January 31.
 - b) The client pays the advance invoice and submits all waste collection documents along with the granted power of attorney no later than February 5.
11. ENVIS will prepare and submit the annual report no later than February 28 and will deliver the documents according to paragraph 2(d) of this article to the client no later than 5 days after the submission of the annual report.
12. If the conditions for the discount as per paragraph 9 are met, ENVIS will submit the annual report/deliver

the documents according to the previous paragraph 11 by February 25/February 27. If the conditions for the discount as per paragraph 10 are met, ENVIS will submit the annual report and deliver the documents no later than February 28.

13. 13. The provisions of this article take precedence over the provisions of the other articles of these terms and conditions concerning the **"I'll Leave It to You"** service.

XI. Final Provisions

1. Legal relations between the parties arising from the contract and these General Terms and Conditions shall be governed by the laws of the Slovak Republic, in particular the Commercial Code.
2. A Contract concluded in writing may be amended or supplemented only in writing.
3. Termination of the contract shall not affect the parties' claims for sanctions arising from the contract or these General Terms and Conditions.
4. Invalidity or ineffectiveness of any provision of these General Terms and Conditions or any contract shall be without prejudice to the other provisions thereof, which shall remain in full force and effect.
5. The client, which is a legal entity, agrees to the use by the supplier of its trade name, the name of the assignment and the brief content of the assignment for the purpose of informing third parties about the supplier's activities and to the use of such reference by the supplier in the usual ways, in particular by publishing such reference on the supplier's website.