

## Attachment no. 4

### General Terms and Conditions of airport company Letisko M. R. Štefánika – Airport Bratislava, a.s. (BTS), regarding lease of advertising spaces and grounds for non-investment constructions

#### Article 1.

##### Preliminary provisions

###### 1.1. Preamble

General Terms and Conditions of the airport company Letisko M. R. Štefánika – Airport Bratislava, a.s. (BTS) (hereinafter as the „GTC“) stipulate and generally codify rights and duties in mutual relations between airport company Letisko M. R. Štefánika – Airport Bratislava, a.s. (BTS) (hereinafter as the “**Airport company**“) as Lessor and Lessee (regardless of its legal status) and principles of legal (lease) relation between them. GTC come from generally binding law of the Slovak Republic.

###### 1.2. Definitions

For purposes of these GTC and legal relationship between the Airport company as Lessor and Lessee the definitions with the following meaning specified below shall apply:

**Lessor** shall mean Airport company as a legal subject established in accordance with Act no. 136/2004 Coll. on airport companies as amended (hereinafter as the „**Act on airport companies**“), which is an operator of public M. R. Štefánik Airport in Bratislava (hereinafter as the „**Airport**“), and which, according to Art. 8 Sec. 2 of the Act on airport companies can perform also other activities under conditions stipulated by the specific act. According to the excerpt from the companies register, the Airport company is entitled to perform business activities in the field of advertising and promotional activities within the scope of the free trade license. Airport company, as owner of the property specified in Article 2. of the contract on lease, is entitled to let it to temporary use by Lessee against payment and under contractually agreed conditions (hereinafter as the “**Lessor**“);

**Lessee** means a legal subject, which can be a natural person or legal entity and which agreed with temporary use of the property in the ownership of Lessor against payment under contractually agreed conditions (hereinafter as the „**Lessee**“);

**Subject of Lease** shall be a thing in legal sense of the word, or its specified part:

- (i) which is capable of being Subject of lease with respect to its primary purpose – to be carrier of advertising information (e.g. any

advertising spaces, advertisement carriers, advertisement devices) or

- (ii) which primary serve to other purpose, but they are capable of being used also for advertising purposes (e.g. spaces of walls, porches, surface of vehicles, surface of carts and other Lessor’s device)

- (iii) ground/grounds or their specified parts (except for lease of the grounds for purposes of investment constructions, during which a temporary or permanent building is constructed on the Lessor’s ground/grounds; for the investment construction shall be not considered construction of advertising devices constructions – e.g. bigboards,

i.e. for placement/installation/application and subsequently advertising of goods and/or services or subjects who ordered advertising service, whether directly through an agreement with Lessor or indirectly through Lessee advertising device. Subject of Lease shall be specified in article 2. of the Contract (hereinafter as the „**Subject of Lease**“);

**Contract** shall mean contract on lease (hereinafter as the „**Contract**“);

**Rent** remuneration for temporary use of the Subject of Lease (hereinafter as the „**Rent**“);

**Receivables of Lessor** claim for financial payment from Lessee as a debtor, arisen on the basis of Contract or law (hereinafter as the „**Receivables**“);

**Building** immovable property, in which is located the Subject of Lease and which is specified in article 2 of the Contract (hereinafter as the „**Building**“);

**Civil Code** means Act no. 40/1964 Coll. Civil Code as amended;

**Commercial Code** means Act. no. 513/1991 Coll. Commercial Code as amended

#### Article 2.

##### Supplementary provisions to article 2. – Subject of Lease

**2.1.** Lessor hands over the Subject of Lease in condition suitable for agreed use always by protocol on handover and takeover in writing, signed on behalf of Lessor by employee of point of contact, and on behalf of Lessee by a person determined on the first page of this Contract (hereinafter as the „**Protocol**“). In case the Protocol is not signed for any reason, the Subject of Lease is considered for handed over on the day when lease commenced, unless the Contractual parties agree otherwise.

### **Article 3.**

#### **Supplementary provisions to article 4. – Term of Lease**

**3.1.** Lessee may request from Lessor during the term of lease to extend the term of lease. Lessee shall deliver this request to Lessor at the latest 3 (in words: three) months before the end of lease; however, Lessor is not obliged to accept this request of Lessee. In connection with lease of immovable property or things which are considered for immovable property (non-residential premises), Lessee accepts that lease exceeding 5 (in words: five) years shall be subject to approval of supervisory board of Lessor.

**3.2.** Contractual parties agreed that they exclude application of the provision of Art. 676 Sec. 2 of the Civil Code to their mutual relationship.

### **Article 4.**

#### **Supplementary provisions to article 5. – Rent, its due date, and way of payment**

**4.1.** Contractual parties agreed that the amount of Rent shall be increased in the following years once a year, starting from the next calendar year following the calendar year, in which the Contract was concluded. It shall be increased by inflation rate, measured by index of consumer prices published by Statistics Office of the Slovak Republic for the previous calendar year. This adjustment shall be made and calculated in the first invoice issued after the inflation rate for the previous calendar year was published, including charging of difference between initial and increased Rent from 1 January of a new calendar year. Rent adjusted in this way shall be basis for further increase of Rent by inflation rate in the next period.

### **Article 5.**

#### **Rights and duties of the Contractual parties**

##### **5.1. Rights and duties of the Contractual parties - General**

**5.1.1.** Lessee is obliged to use the Subject of Lease in accordance with provisions of the Contract and generally binding laws and regulations, in a way to prevent Lessor from any damages. Simultaneously Lessee shall use the Subject of Lease during the term of the lease in the usual way in order to avoid restrictions and/or disturbance of (i) travelling public, (ii) other users of premises located in the Building in their rightful use, (iii) Lessor (i.e. mainly his employees), at performance of their duties and works concerning securing of operation of the whole Building, where the Subject of Lease is located, or also within the area of M. R. Štefánik Airport in Bratislava. Further, Lessee shall act and behave at use of the Subject of Lease in such a way to comply with principle of damage prevention and according to his abilities and possibilities to prevent

and/or avert threatening damages or limit the extent of damage already incurred.

**5.1.2.** Lessee is entitled to place an advertisement of his clients on the Subject of Lease.

**5.1.3.** Lessee may not sub-lease the Subject of Lease or provide it as a loan for use (commodatum) or other form of use to third person; the provision of sec. 5.1.2. is hereby not affected.

**5.1.4.** If GTC requires on the basis of its respective provisions that a prior approval of any contractual party from the Contract be granted in connection with performance of certain activities, acts or authorizations, the respective Contractual party is obliged to decide whether to grant approval or refuse within 30 (in words: thirty) days from delivery of the request, unless other provision of GTC stipulates otherwise.

##### **5.1.5. Defects of the Subject of Lease**

**5.1.5.1.** Lessee shall be entitled to an adequate discount on Rent, if he was unable to use the Subject of Lease in the agreed way because of defects, which were not caused by him. The claim for remission of Rent or for provision of discount on Rent, must be raised within 6 (in words: six) months from the day when the event founding this claim occurred.

**5.1.5.2** If the Subject of Lease has any defects, because of which it is not possible to use it duly or which make it difficult to use it, Lessee is entitled to get other thing, which would serve to the same purpose; however under the condition that Lessor has available a spare thing. Besides it Lessee shall have claim for remission of Rent or for provision of discount on Rent for the period, during which he was not able to use the thing duly because of its defect at all or he was able to use it only under difficult conditions. The claim for remission of Rent or for provision of discount on Rent, must be raised against Lessor at latest until the end of the term of lease.

**5.1.6.** In case of termination of the lease, Lessee is obliged to remove any advertisements or advertising devices from the Subject of Lease in accordance with article 7. sec. 7.1. of GTC.

**5.1.7.** Lessee undertakes to install on the Subject of Lease only such advertising devices, which are in accordance with submitted technical documentation and STN<sup>1</sup>. Lessee is obliged to prove the capacity to Lessor upon request; it can be done by submission of auditor's report (in Slovak: revízných správ), entitling to proper operation of individual parts of devices. Lessor may ask Lessee, according to own consideration and without stating a reason, to restrain from use of particular sort of advertising device on the Subject of Lease. Lessee

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<sup>1</sup> STN: The abbreviation „STN“ stands for Slovak Technical Norms (in Slovak: Slovenské technické normy).

undertakes to meet such request immediately and without objections.

**5.1.8.** Lessee acknowledges that Lessor did not provide him before signing of the Contract with any warranties and did not assure him in relation to acquiring any permissions; Lessor hereby undertakes to provide Lessee with cooperation, necessary for acquiring of respective permissions and Lessee undertakes to pay Lessor any costs incurred in connection with providing of cooperation in the full extent; costs will be claimed in an invoice with the due date 14 (in words: fourteen) days from its issue.

#### **5.1.9. Rights and duties of the Contractual parties in connection with adjustments of the Subject of Lease**

**5.1.9.1.** If the Subject of Lease shall be a ground or its part, as from the day when term of lease commenced and during the term of lease, Lessee is entitled to perform on the Subject of Lease construction changes such as montage, or installations, in order to place an advertising device (hereinafter as the „**Adjustments**“), and on the basis of project documentation approved by Lessor. If the performance of Adjustments of some of them is subject to approval or permission by respective administrative body, Lessee is obliged to secure such approvals or permissions on his own and on his own costs.

**5.1.9.2.** Adjustments will be realised solely at the costs of Lessee.

**5.1.10.** Lessee shall inform Lessor of any changes in shareholders holding shares in its registered capital, if Lessee is obliged to form it pursuant to the Commercial Code, at latest within 10 (in words: ten) days after the change. In case of breach of this contractual duty Lessor is entitled to immediately withdraw from the Contract in accordance with article 6., sec. 6.3.1. letter c) of GTC.

**5.1.11.** In case of changes in shareholders of the Lessee (if Lessee is obliged to form registered capital pursuant to the Commercial Code) or personal changes in statutory body or supervisory body of the Lessee, resulting in that a third person, who is in position of debtor from other legal relationship towards Lessor as to the day of registration of the bellow changes in the Companies register, becomes a shareholder (regardless of extent/position of the shareholder) or member of statutory or supervisory body, even as one of its members (hereinafter as the „**Person related to Lessee**“), for this case Lessee shall stand his surety for such a person to Lessor. Lessee undertakes to cover all and any receivables of Lessor, which arise in the future from the moment when the change in shareholders of Lessee comes into force, if debtor – Person related to Lessee – fails to cover them.

#### **5.1.12. Requirements on content of Marketing materials**

**5.1.12.1.** Lessee undertakes that advertisement carriers (e. g. posters, plastic films), which are capable of being carrier of advertisement information (hereinafter only as the „**Marketing materials**“), will be not exposed/used by him without granting of prior written consent of Lessor. Lessor undertakes not to unreasonably refuse granting of approval with exhibition/use of the Marketing materials. Equally Lessor undertakes in case it is possible from his side, to provide Lessee with instructions/ help in order to meet Lessee's request in a way to avoid collision with provisions of sec. 5.1.12.2 letter (i) and (ii) of this section; Lessee's responsibility (e. g. as a propagator of advertising) in accordance with respective laws in force shall not be affected.

**5.1.12.2.** Lessor is entitled not to grant the prior approval with exposition / use of the particular Marketing materials, particularly if:

- (i) according to Lessor's opinion the advertisement, which will be content of the Marketing materials, should be in contradiction with laws on advertising in force (Act no. 147/2001 Coll. on advertising as amended);
- (ii) advertisement may have signs of unfair competition.

**5.1.12.3.** In case Lessee uses the Marketing materials without prior written approval of Lessor or uses the Marketing materials that were not approved, Lessor may:

- (i) claim payment of the contractual penalty in the amount of 1 000,- EUR (in words: one thousand euro) in each particular case; claim for damages shall not be affected even in the extent exceeding the amount of the contractual penalty, and/or
- (ii) ask Lessee, upon Lessor's request, to restrain from acting which was covered by the contractual penalty (i.e. to withdraw the Marketing materials from circulation/use/exhibition). If Lessee will not do so within 48 (in words: forty eight) hours from delivery of the request, Lessor may do so on the costs of Lessee or Lessor may to withdraw from the Contract in accordance with article 6. sec. 6.3.1 letter d) of GTC because of the same reasons.

#### **Article 6. Termination of lease and notice periods**

**6.1.** Lease shall end by expiration of term of lease.

**6.2.** Lease may be ended by written agreement of the Contractual parties also before expiration of agreed term of lease; in such case all the obligations of Lessee against Lessor, or also obligations of Lessor against Lessee, in respective lease relationship, shall be settled.

**6.3.1. Lessor is entitled to withdraw from the Contract immediately, if:**

- a) Lessee uses Subject of Lease for other than in the Contract agreed purpose or in contradiction with the Contract;
- b) Lessee lets Subject of Lease into commodatum or to other form of use (other than sublease) to third person in contradiction with article 5. sec. 5.1.3. of GTC;
- c) Lessee breaches duty according to article 5. sec. 5.1.10. of GTC;
- d) Lessee breaches duty according to article 5. sec. 5.1.12.3. of GTC;
- e) it comes to such a change in shareholders holding shares on registered capital of Lessee or to such personal changes in statutory body or supervisory body of Lessee that the share is acquired by or member of statutory body / supervisory body becomes a third person, who as to the day of registration of the above changes in the Companies register is in position of debtor towards Lessor from other legal relationship in the extent exceeding 10.000,- EUR (in words: ten thousand euro);
- f) bankruptcy is declared over the property of Lessee, or motion to declare bankruptcy was rejected because of lack of property of Lessee;
- g) there are other reasons, based on which Lessor as creditor might file a motion to declare bankruptcy over the property of debtor according to provision of Art. 11 sec. 3 of Act no. 7/2005 Coll. on bankruptcy and restructuring.
- h) Lessee entered into liquidation.

**6.3.2. Lessor is entitled to withdraw from the Contract:**

- a) Lessee despite previous written notice is using Subject of Lease or performing business activities in such way that Subject of Lease is thereby damaged or there is a threat of enormous damage;
- b) Lessee, despite previous written notice, did not pay the due Rent even in additional period stated in this notice, which shall be not shorter than 30 (in words: thirty days);
- c) Lessee, despite previous written notice, repeatedly breaches any of provisions of article 5. of GTC (with exception of sec. 5.1.3. and 5.1.10. 5.1.12.3. of GTC).

**6.4.** In case of withdrawal from the Contract according to sec. 6.3.1 and 6.3.2. of this article of GTC, the Contractual parties are aware of the fact that by withdrawal from the Contract by Lessor the Contract shall be cancelled as of the day of delivery of written withdrawal from the Contract to Lessee.

**6.5. Lessor may terminate the Contract by written notice,** if a decision on removal of the Building or on changes of the Building, in which the Subject of

Lease is located, has been issued, that prevents use of the Subject of Lease.

**6.6. Lessee may terminate the Contract anytime.**

**6.7.** The lease is cancelled:

- a) by the ending/destruction of the Subject of Lease;
- b) by the death / dissolution of Lessee without legal successor.

**6.8.** The termination period shall be 1 month and commences on the first day of the month following the delivery of the termination notice and lapses on the last day of the respective month.

**6.9.** If the lease does not end for any of the reasons stipulated in sec. from 6.2. to 6.6. of this article of GTC, it shall end by lapse of the term of lease specified in article 4. sec. 4.1. of the Contract.

**Article 7.**

**Handover of the Subject of Lease**

**7.1.** Lessee is obliged, at latest on the next day after the day of final date/end of the lease, to hand over the Subject of Lease to Lessor, in condition in which he took it over; if the lease ends as a result of withdrawal, the period for handover of the Subject of Lease shall be prolonged by 3 (in words: three) days from the next day after its delivery. If Lessee will not do so at latest the next day after the end of lease, he shall be aware of the fact that Lessor is entitled to remove the advertisement on his costs or to cover the advertisement by advertisement of other Lessee. In connection with handover of the Subject of Lease, Lessee is obliged to:

- (i) remove any advertisement from the Subject of Lease;
- (ii) in case of lease of the ground to remove from the Subject of Lease any Adjustments (e. g. harden of surface for placement of advertising device), performed by Lessee (unless the Contractual parties agree otherwise at the termination of the lease);
- (iii) professionally repair and remove from the Subject of Lease any damages caused by Lessee, also in connection with removal of advertisement or removal of Adjustments.

**7.2.** A protocol on handover of the Subject of Lease shall be executed and signed by persons specified in article 3., sec. 3.1. of GTC

**7.3.** In case if the Subject of Lease is a ground or a part of the Building for placement of the advertising device, and Lessee in contradiction with the Contract further uses the Subject of Lease, he is obliged to pay a financial compensation for use of someone else's object without legal title, in the amount according to article 5. sec. 5.1. of the Contract, as well as financial compensation for use of services in relation with this use (e. g. for the supplied electricity according to the particular agreement in the amount thereof), if they are

supplied, during the whole term of use without legal title.

**7.4.** In case of breach of Lessee's obligations according to sec. 7.1. or 7.3. of this article of GTC, Lessor shall be entitled to claim the contractual penalty in the amount of 35,- EUR (in words: thirty five euro) for each even commenced day of duration of unlawful situation. Lessor's claim for damages even in the extent exceeding the amount of the contractual penalty shall not be affected.

**7.5.** Provisions of this article, including provisions to which this article refers, shall survive the lapse of legal effects of the Contract in accordance with article 11. sec. 11.4. of GTC.

## Article 8.

### Common provisions to obligations

**8.1.** Financial obligations arising from the Contract shall be considered fulfilled on the day when the amount corresponding to the respective financial obligation was credited to the account of an entitled beneficiary. If the account stipulated in this Contract as the account of Lessor differs from the account stipulated in the invoice issued by the Lessor, Lessee may also pay to the account stipulated in such invoice. If the due amount or its part was credited to other Lessor's account that to the account stipulated for payment in this Contract or in the invoice issued by the Lessor, the financial obligation of Lessee shall be considered fulfilled on the day when the due amount was credited to such other account. Lessor shall be entitled in such case to claim reimbursement of real costs, connected with the transfer of the sum to the account, to which Lessee was obliged to pay the respective obligation originally, in accordance with the Contract or the invoice.

**8.2.** In case Lessee is a legal subject with registered office or place of business or residence outside the territory of the Slovak Republic and he pays the Receivables, arisen in accordance with the Contract via bank transfer, he shall bear also any and all bank fees arisen to Lessor in connection with acceptance of foreign payment.

**8.3.** If Lessee is in delay with payment of Receivables of Lessor from the Contract, Lessor is entitled to demand payment of interest on late payment in the amount of 0,05% from the due amount for each day of delay. Lessee shall pay interest on late payment to the bank account stipulated in this Contract within 14 (in words: fourteen) days from issue of invoice on interests on late payment (hereinafter as the „**Penalty invoice**“); the provision of sec. 8.1. of this article shall equally apply to this case. In addition to the aforesaid Lessor shall be entitled to claim the contractual penalty in the amount of 0,05% of the due amount, for each even commenced day of delay, as from the first day of delay, provided that Lessee fails to pay the respective Receivable even on the basis of and in the period stated in the request (reminder) of

Lessor; claim for damages even in the extent exceeding the amount of the contractual penalty shall not be affected hereby.

**8.3.1.** Lessor is entitled to a lump-sum fee in the amount of 2,- EUR (in words: two euro) without VAT for issuing of each Penalty invoice (hereinafter as the „**Penalty fee**“). Lessor is also entitled to lump-sum fee in the amount of 2,- EUR (in words: two euros) without VAT for issuing of each reminder of delay with payment of due receivables (hereinafter as the „**Fee for reminder**“). Lessor is entitled anytime during the term of this Contract, no more than once a year, always from 1 January or 1 July of the respective calendar year, to adjust (increase or decrease) the amount of Penalty fee and/or Fee for reminder, by sending a written notification of their change (hereinafter as the „**Notification of change of fees**“) to Lessee. Lessee shall receive, together with Notification of change of fees, also notification of change of GTC according to article 9. sec. 9.4. of GTC. Change of the amount of Penalty fee and/or Fee for reminder shall come into force in connection with article 9. sec. 9.2. of GTC and become effective in accordance with article 9. sec. 9.3. of GTC. Lessor undertakes to send the Notification of change of fees in the same period, in which he shall send the notification of amendment of GTC. Lessee explicitly agrees that the Notification of change of fees shall be sent to the point of contact (e-mail address) according to article 7. sec. 7.1.2. of the Contract.

**8.4.** Notwithstanding the provision of Art. 330 sec. 1 and 2 of the Commercial Code the Contractual parties agreed that if Lessee as debtor shall pay to Lessor as creditor several financial obligations and the provided payment does not cover all the obligations, the obligation specified by debtor at the payment shall be considered paid; as an identifier (variable symbol/reference number) shall be used the number of invoice, which is intended to be paid (i.e. identified payment). If Lessee as a debtor does not specify, which of several financial obligations is to be paid (i.e. unidentified payment), the obligation first falling due shall be considered paid, specifically its principal; it means that Lessor as creditor shall not be obliged to set off and identify preferentially received and unidentified payments against interest on late payment. Lessor as creditor may invoice any interests on late payment by the Penalty invoice.

**8.5.** Lessor undertakes to send the respective invoices issued according to the Contract to mail transport at latest on 3rd (in words: third) day from the date of their issue.

**8.6.** The Contractual parties agreed that if Lessor learns that Lessee paid more that he was obliged to pay according to the Contract (overpayment), such overpayment shall not be returned, however should be used to settle firstly due future Receivables, before use of deposit, regardless of their legal title (this Contract or other legal title). If Lessor does

not have any receivables against Lessee, arisen from any legal reason, as to the day of termination of the Contract, he undertakes to transfer the overpayment to the account of Lessee within 30 (in words: thirty) days from termination of the Contract.

**8.7.** Lessor shall invoice to Lessee the respective VAT rate in accordance with respective provisions of Act on value added tax.

**8.8.** With respect to provision of Art. 401 of the Commercial Code, Lessee as debtor declares that the statute of limitations of any Receivables that arise on the basis of or in connection with this Contract, shall be extended up to 10-year limitation period.

#### **Article 9.**

##### **Reservation of amendment of GTC**

**9.1.** Lessor is entitled to amend this GTC by unilateral legal act. This amendment with respect to maintenance of principle of certainty and stability, as well as with respect to other principles of private law, in the legal relationship of the Contractual parties shall not concern:

- (i) changes of essential provisions of the Contract, such as the Subject of Lease, purpose of lease, term of lease;
- (ii) change of the amount of the Rent; provisions of article 4. sec. 4.1. of GTC shall not be hereby affected;
- (iii) change or increase of Lessee's obligations in connection with use of the Subject of Lease; this shall not apply if the need of amendment (compliance) of contractual conditions arises from laws of the Slovak Republic in force;
- (iv) change of stipulated amount of contractual penalties in individual cases;
- (v) extension or reduction of stipulated ways and reasons for termination of the Contract by any of the Contractual parties; this shall not apply if the need of amendment (compliance) of contractual conditions arises from laws and orders of the Slovak Republic in force.

**9.2.** If Lessor issues an amendment of GTC, the amended GTC shall come into force on the day of its publishing on the web page of Lessor.

**9.3.** The amended GTC may come into force only from 1 July or 1 January of the calendar half-year following the calendar half-year, in which they came into force according to sec. 9.2. of this article of GTC.

**9.4.** Lessee explicitly agrees that notification of amendment of GTC should be sent to him to the point of contact (e-mail address) according to article 7. sec. 7.1.2. of the Contract, within at least 30 (in words: thirty) days before the day when amendment of GTC comes into force; otherwise the amended GTC shall become effective from 1 July or 1 January of the calendar half-year following the

half-year when originally amended GTC should have become effective. If Lessee does not agree with the conditions, which form the content of the amended GTC, he may terminate the Contract through delivery of termination notice to Lessor at latest on the last day before the day when the amended GTC come into force.

#### **Article 10. Delivery**

**10.1.** The Contractual parties agreed that documents, containing legally important facts according to the Contract, shall be delivered by mail in a form of registered mail, unless it is agreed otherwise. The document containing legally important facts for the purposes of this Contract, shall be understood mainly termination of the Contract, withdrawal from the Contract, reminders to pay and to fulfil any obligations.

**10.2.** The addresses of registered offices of the Contractual parties or their mailing addresses stipulated in this Contract, shall be used for needs of delivery by mail, unless recipient of the document notified the sending Contractual party of new address of the registered office or other new mailing address, determined for delivery of documents. In case of any change of the address, determined for delivery of documents on the basis of this Contract, the respective Contractual party undertakes without undue delay to notify the other Contractual party in writing on change of address or contact details; in this case the new address duly announced to the other Contractual party before sending on documents shall be decisive for delivery. The sending Contractual party shall not bear any legal consequences in relation to failure of the recipient's notification duty according to this section of GTC.

**10.3.** Shipment sent by mail shall be considered delivered on the day of its delivery to the address determined according to sec. 10.2. of this article of GTC.

**10.4.** As the day of delivery of shipment shall be considered also the day, when the recipient Contractual party refuses to accept the delivered shipment, or the 3rd (in words: third) working day from the day on which the period for takeover of the shipment at the post office commenced.

**10.5.** By other way of delivery of messages (delivery by fax or e-mail message), which contain no legal act and serve only for purposes of acceleration of mutual communication of the Contractual parties, these shall be considered delivered by printing of receipt on sending of fax message from technical device of sender or by displaying of receipt of sending of e-mail message on technical device of sender. From these ways of delivery addressing and delivery of the following shall be excluded:

- (i) documents, which contain expressions of will of the Contractual parties stipulated in sec. 10.1. of this article of GTC;
- (ii) other documents, which shall have legal effect for their recipient (i.e. establish, change or cancel the rights and obligations;

these documents shall be properly delivered to recipient. Provisions of article 8. sec. 8.3.1., article 9. sec. 9.2. in connection with sec. 9.3. shall not be affected hereby.

## **Article 11. Final provisions**

**11.1.** The Contract shall be executed in 4 (in words: four) equivalent exemplars. Each Contractual party shall receive 2 (in words: two). If the Contract is executed bilingually, in case of any discrepancies or disputes concerning its interpretation the Slovak version shall prevail.

**11.2.** The Contract can be changed and/or amended upon agreement of both Contractual parties, in a form of written and properly numbered amendments to the Contract, with reservation stipulated mainly in article 4. sec. 4.1., article 8 sec. 8.3.1. and article 9. of GTC, concerning possibility to amend the respective part of GTC by a unilateral act of Lessor; both Contractual parties shall manifest their will in one document on legal act and shall be signed by statutory bodies of both Contractual parties.

**11.3.** Contract shall be concluded and become effective on the day of its signing by both Contractual parties, unless laws and regulations in force at the time of execution of the legal act stipulate that the Contract shall become effective only upon fulfilment of other legal condition (e. g. publication of contract).

**11.4.** After lapse of legal effects of this Contract, all the rights and obligations thereof shall be discharged except for those which with respect to their nature shall survive the termination of the Contract.

**11.5.** Rights, obligations, as well as legal relations arising from this Contract shall be governed by legal order of the Slovak Republic.

**11.6.** To avoid any doubts whether this legal relationship between the Contractual parties shall or shall not be governed by provisions of the Commercial Code, with respect to nature of subjects of this Contract, the Contractual parties hereby agreed on choice of this act in accordance with provision of Art. 262 sec. 1 of the Commercial Code.

**11.7.** The provisions of the Civil Code, Commercial Code, as well as other related laws and regulations shall adequately apply to the relations not explicitly stipulated in this Contract.

**11.8.** In case that any of the provisions of the Contract or any of its subsidiary provisions is or in the future becomes void or ineffective for any

reason, the remaining provisions of the Contract shall not be affected. Instead of void or ineffective provision an adequate regulation shall apply, which is, within the laws and regulations in force, as close as possible to purpose obviously followed by the Contractual parties while entering into the Contract.

**This GTC shall come into force on a day of its publishing on the webpage of Lessor, i.e. on 9 July 2012 and become effective on 10 July 2012; legal effects towards Lessee shall come into force on the day when the Contract was concluded; GTC form an inseparable part of the Contract.**