



**Trnavská vodárenská spoločnosť, a.s.,
Priemyselná 10, 921 79 Piešťany**

Registered in the Company Register of the District Court of Trnava, Section:
Sa, Insert number: 10263/T

Co Reg No. (IČO) : 36 252 484, VAT ID No. (IČ DPH): SK 2020172264

GENERAL TERMS AND CONDITIONS

SUPPLY OF DRINKING WATER AND DISCHARGE OF WASTE WATER



1. INTRODUCTORY PROVISIONS

- 1.1 These General Terms and Conditions (hereinafter the "**GTC** ") govern the mutual rights and obligations between the Supplier and the Customer, which are defined in these GTC (hereinafter the Customer and the Supplier together as the "**Contracting parties**" or individually as the "**Contracting party**") for water supply from public water main and waste water discharge through public sewer, owned or operated by Trnavská vodárenská spoločnosť, a.s., registered office Priemyselná 10, 921 79 Piešťany, Slovak Republic, Co Reg No. (IČO) 36 252 484, registered in the Company Register of the District Court of Trnava, Section Sa , Insert No. 10263/T (hereinafter referred to as "**TAVOS, a.s.**" or "**Supplier**").
- 1.2 The Supplier supplies drinking water or drains waste water on the basis of the contract and in accordance with these GTC and the conditions stipulated in the contract on public water main and waste water discharge through a public sewer, which it concludes with the Customer for this purpose (hereinafter referred to as the "**Contract**"). The provisions of the Contract take precedence over the provisions of the GTC.
- 1.3 The GTC are an integral part of the Contract and by concluding the Contract the GTC become binding for the Contracting parties. By signing the Contract, the Customer declares that he/she has become acquainted with the contents of the GTC, understands their contents and undertakes to observe them during the term of the contractual relationship with the Supplier.
- 1.4 Inseparable part of the GTC are also valid price lists regulating the prices of drinking water supply from public water main and waste water discharge through public sewer, prices of other services and supplies related to the supply of water from public water main or waste water discharge through public sewer, particularly the prices for aquaculturing network localization works, the prices for handling flowmeters, prices for project works - statements, prices for transport services, rental of vehicles and mechanisms, prices for services related to export, cleaning and disposal of waste water, as well as prices of chemical services etc. (hereinafter referred to as "**Water charges, sewage charges, services and fees pricelists**"), which are published on the Supplier's website (<http://www.tavos.sk>; at the Customer Zone).

2. BASIC TERMS

For the purposes of the GTC, the terms below have the following meaning and the meaning of the individual provisions of the Contract and these GTC shall be interpreted accordingly:

- 2.1 **Public water main** is a set of objects and facilities serving public needs, enabling mass supply of the population and other customers, the owner or operator of which is TAVOS, a.s.

The following shall not be considered to be public water main or its part: (a) water mains which do not serve the collective supply of water to the population and other consumers, (b) water mains for separate supply of water to individual buildings and facilities, as well as equipment used for fire protection purposes, (c) equipment on water reservoirs and watercourses; (d) hydrophoric stations supplying individual higher buildings or groups of buildings, or industrial buildings and agricultural structures and hydrophoric stations forming part of multipurpose facilities, and (e) **water connections**.
- 2.2 **The collective water supply** is the supply of at least 50 persons or the supply of which the average daily production is at least 10 m³ of water calculated as an average per calendar year.
- 2.3 **Water connection** is a section of pipeline connecting the distribution branch of a public water main to the internal water supply of a property or object connected to the public water main (hereinafter referred to as "**Internal water supply**"), except for the meter if fitted. The main water shut-off for connection to the distribution line is part of the public water main. The water connection supplies water from the public water main to the property or to the building that is connected to the public water main.

The owner of the water connection shall be the entity which set up the water connection at its own expense, in the manner specified by the Supplier or the operator or the owner of the public water main, or a entity which has acquired the property or object connected to the public water main by the water connection into its ownership, whether through the transfer or assignment of ownership rights. The owner of the water connection shall be obliged to ensure that the water connection is repaired and maintained at its own expense in a timely manner so that it can be used properly.
- 2.4 **The water supply network** is a network of pipelines and associated water supply facilities.

The public water main network is that part of the water supply network which is a part of the public water main.
- 2.5 **Water resources** are waters in formations of surface waters or ground waters used for water abstraction for drinking water or usable for supplying population of more than 50 persons or, in the case of a smaller number, allowing water abstraction for this purpose on average more than 10 m³ per day in its original state or after treatment.

- 2.6 **Public sewer** is an operationally autonomous set of buildings and facilities serving public needs for mass waste water discharge enabling the harmless reception, removal and, as a rule, waste water treatment, owned or operated by TAVOS, a.s.
- The following are not considered to be a public sewer or parts thereof: (a) sewerage systems that do not serve for the mass discharge of waste water, (b) autonomous sewerage systems for the discharge of waters from individual buildings and facilities, (c) rainwater inlets and their connections to public sewer, (d) sewerage systems solely for the discharge of surface run-off water from roads and public areas, unless they are part of a divided setup of a sewerage system, (e) berm ditches, (f) **domestic sewage treatment plants and cesspits**, (g) **sewage pumping stations** located on properties connected to public sewer constructed for groups of buildings that require the construction of their own sewerage network for waste water discharge, possibly built for individual properties, and (h) **sewerage connections**.
- 2.7 **Collective waste water discharge** is the reception, removal and, usually also waste water treatment from more than 50 persons or, in the case of a smaller number, the reception, discharge and, as a rule, waste water treatment with a daily production of more than 10 m³ of waste water.
- 2.8 **The sewer connection** is the section of the pipe through which waste waters are discharged from the land or the outlet of the internal sewerage distribution of the property or object connected to the public sewer (hereinafter also as "**Internal sewerage**") up to the drain mouth of the sewer connection into the public sewer. The drain mouth of the sewer connection is part of the public sewer. The sewer connection drains waste water from the building or real estate connected to the public sewer.
- The owner of sewage connection is the entity, which set it up at its own expense in the manner determined by the Supplier as the operator or the owner of a public sewer, or the entity which has acquired the property or object connected to the public sewer through a sewer connection into its ownership, whether by transfer or assignment of ownership rights. The owner of the sewer connection is obliged to ensure that the sewer connection is repaired and maintained at its own expense in a timely manner so that it can be used properly.
- 2.9 **The sewerage network** is a network of pipelines and associated facilities for receiving and harmless discharge of waste water.
- 2.10 **The public sewer network** is that part of the sewerage network that is a part of the public sewer.
- 2.11 **The water consumer** is a physical or legal entity who has a contract with the Supplier and who draws water from the public water main for final consumption or for its further supply to the end consumer. This entity, its authorized representative or another entitled entity (concurator, custodian, etc.) always acts on behalf of the water consumer - physical entity. A person registered as the statutory or authorized agent in the relevant register or the person designated in the statutes or other internal documents, or the person empowered to act in such a way towards the Supplier, always acts on behalf of the Customer. General power of attorney is not accepted if granted to companies registered in the Company Register of the Slovak Republic.
- 2.12 **The producer of waste water** discharged into the public sewer is a physical entity or legal entity that has a contract with the Supplier and who discharges waste water into the public sewer.
- 2.13 **The waste water co-producer** is a physical entity or legal entity that discharges waste water through a producer of waste water.
- 2.14 **The customer** means a water consumer or a waste water producer, or an entity who is both a water consumer and a waste water producer.
- 2.15 **The end consumer** is a physical entity or legal entity who takes water for the final consumption of water from a public water main or from a water consumer.
- 2.16 For properties and properties that are co-owned by several owners, the Customer is jointly all owners on whose behalf the person authorized by the other co-owners acts. In exceptional cases, the Contract may be concluded with those co-owners whose co-ownership share of the property in question exceeds 50 % in total (1/2). The person authorized to act on behalf of the co-owners of the property is obliged to prove the authorization to represent the remaining co-owners of the property to the Supplier in writing on a form published and available for download on the Supplier's website (<http://tavos.sk>; at the Customer Zone), where the signature of the other co-owners on the list does not have to be notarized (legalized). Legalization of the signature on this document may be waived if the co-owners sign this document in front of the Supplier's employee, which the employee confirms by his/her signature on the submitted form. For this purpose, the employee of the Supplier is entitled to require a proof of the co-owner's identity; in the event of refusal or impossibility to prove the identity, it is necessary to conduct legalization of the signature.

In case of apartment blocks, the consumers are jointly and severally the owners of the apartments and non-residential premises in the apartment block and for these persons, the administrator of an apartment block or the association of owners acts within the limits set by the agreement on performance of administration (or other similar contract) and by Act No. 182/1993 Coll. on ownership of flats and non-residential premises, as amended.

In case of leased or subleased real estates, the Lessee or another person to whom the right to use the real estate has been transferred shall be entitled to conclude a contract with the Supplier for the supply of water through a public water main, or a sewage disposal agreement, only if this authorization is expressly ensued from the Contract concluded with the owner of the real estate or another authorized person or it results from a special consent granted for this purpose by the owner in writing. The signature of the owner or other authorized person does not need to be verified by a notary.

- 2.17 The **flowmeter shaft** is part of the water connection, which is set up and maintained at the Customer's own expense. The flowmeter shaft shall be constructed and properly and timely maintained in accordance with the technical conditions for connection to the public water main laid down by the Supplier.
- 2.18 **Inspection sewerage shaft** is a shaft intended for access to the sewerage system or sewer connection for the purpose of checking and performing the necessary operations.
- 2.19 **The meter for measuring quantity of water supplied from the public flowmeter** (hereinafter also referred to as the "**Flowmeter**") is a measuring device for the quantity of water supplied from a public water main and is located on the water connection (billing meter). The flowmeter is a public water main equipment. The flowmeter is owned by the Supplier, who ensures its installation (assembly) on the basis of the Customer's order and at its cost.
- 2.20 **Waste water quantity meter discharged to the public sewer** (hereinafter referred to as "**Meter**" and flowmeter and meter together as "**Measuring Device**") is a measuring device for the quantity of waste water discharged to public sewer and is located on the sewer connection (billing meter). **The owner of the meter is the waste water producer who shall ensure its proper and timely repairs and maintenance at its own expense** and shall provide the Supplier with a certificate confirming that the type of the designated meter meets its technical characteristics, metrological characteristics and construction requirements for a given type of measuring instruments according to metrological regulations (especially in accordance with Act No. 157/2018 Coll. on metrology and implementing regulations)
- In the event that the Customer's facilities do not meet the technical conditions of connection to the public sewer including the meter, the Supplier is entitled to refuse connection to the public sewer or the discharge of waste water into the public sewer or determine the quantity of waste water discharged in accordance with the relevant implementing regulation in its effective wording.
- 2.21 **Technical conditions of the connection shall** mean together (a) the technical conditions for connection to the public water main determined by the Supplier, especially in relation to the location and method of connection to the public water main, including the technical conditions for location and parameters of the water connection, flowmeter and flowmeter shaft and (b) the technical conditions of connection to the public sewer system determined by the Supplier, especially in relation to the location and method of connection to the public sewer, including the technical conditions of location and parameters of the inspection sewerage shaft and meter, which are published on the Supplier's website.
- 2.22 **Water from surface discharge** is water from atmospheric precipitation, which is discharged by public sewer.
- 2.23 **Waste water** is municipal waste water from households, industrial installations, services, sanitary facilities and surface discharge water, as well as all other water entering the public sewer.
- 2.24 **Water charges** is payment (compensation) for the supplied drinking water, which is the product of the price for 1 m³ of produced and delivered drinking water by public water main and the quantity of drinking water taken by the Customer.
- 2.25 **Sewerage charges** is payment (compensation) for the discharged waste water, which is the product of the price for 1 m³ of waste water discharged by public sewer (usually also treated) and the quantity of waste water discharged.
- 2.26 **Read-out** is the detection of a numerical value on the meter or meter dial, which determines and defines the total quantity of water supplied from the public water main or the total quantity of waste water discharged into the public sewer over a certain period of time. The read-out shall be made in reading-out periods, however, at least once a year. During the read-out, the authorized employee of the Supplier is authorized to photographically document the condition of the measuring device in order to prove the quantity of delivered water or the quantity of waste water discharged in the specified period, or to document the obstacle preventing the read-out. On the part of the Customer, the exercise of this authorization of the Supplier is not claimable.
- 2.27 **The read-out period** is the period of performing read-outs according to the schedule specified by the Supplier, which usually coincides with the billing period.

The Supplier shall be entitled to make an extra read-out especially in the case of:

- (a) replacement of measuring device,
- (b) change in determination of the read-out period based on the decision of the Supplier or upon the agreement of the Supplier with the Customer,
- (c) Customer change or other change at the point of delivery,
- (d) change in the price for 1 m³ of produced drinking water and delivered through the public water main or change in the price for 1 m³ of waste water discharged by the public sewer,
- (e) termination of the Contract,
- (f) carrying out a control read-out,
- (g) commencement of bankruptcy or restructuring proceedings (including debt relief proceedings) in which the Customer has the status of a bankrupt or, in the event of the Customer's entry into bankruptcy,
- (h) restriction or interruption of the supply of water from the public water main or the discharge of waste water through the public sewer,
- (i) reasonable suspicion of committing a criminal activity by a Customer or a third party in connection with the supply of water through the public water main and the discharge of waste water (including the act of damaging a property of another).

The Supplier has the right to unilaterally change the read-out period according to its operational needs.

2.28 The **billing period** is the period for which water or sewage is paid and it is determined according to the read-out schedule specified by the Supplier.

The Supplier reserves the right to change the billing period according to its operational needs.

2.29 **The VAT Act** is Act No. 222/2004 Coll. on value added tax, as amended.

2.30 **The public water main and public sewer Act** is Act No. 442/2002 Coll. on public water main and sewerage systems and on amendments to Act No. 276/2001 Coll. on regulation in network industries, as amended.

2.31 **The Metrology Act** is Act No. 157/2018 Coll. on metrology and on amendments to certain acts, as amended.

2.32 **The Water Act** is Act No. 364/2004 Coll. on waters and on amendments to the Slovak National Council Act No. 372/1990 Coll. on delinquencies, as amended (Water Act), as amended.

2.33 **The Decree on measurement of supplied and discharged water** is the Slovak Republic Ministry of the Environment Decree No. 397/2003 Coll. laying down details on measurement of quantity of water supplied by public water main and quantity of discharged water, on the method of calculating the quantity of discharged waste water and surface run-off water and on indicative water consumption numbers, as amended.

2.34 **The Decree on the Requirements of the Operating Rules** is the Slovak Republic Ministry of the Environment Decree No. 55/2004 Coll. laying down the requirements for operating rules of public water main and sewerage systems, as amended.

In case of any amendment, change or complete replacement of the cited legal regulations the interpretation of the GTC shall be governed by the legislation in force and effective at the time of application of the GTC, by which these regulations have been derogated (replaced).

3. GENERAL DELIVERY CONDITIONS

3.1 The supply of water from the public water main and the discharge of waste water through the public sewer shall be performed solely on the basis of a written Contract concluded between the Supplier and the Customer.

The Customer is obliged to prove to the operator of the public water main and sewerage system an ownership or other proprietary relationship to the property/building/land connected to the public water main or sewerage system.

3.2 The Customer is obliged to state the complete and truthful data in the Contract requested from the Supplier for the purpose of concluding the Contract or its change. If the Customer does not have a permanent residence, temporary residence, place of business or registered office in the territory of the Slovak Republic or another EU Member State, the Customer is obliged to pay the Supplier an advance deposit as of the date of conclusion of the Contract for coverage (reimbursement of any costs relating to the administration and enforcement of claims against the Customer). The advance deposit shall be EUR 500 unless the Parties have agreed otherwise.

If there is a change in Customer-related data (especially personal data if the Customer is a natural person,

or identification details, if the Customer is a natural person - entrepreneur or legal entity) specified in the Contract, supply point, or the services used, the Customer is obliged to notify the Supplier in writing without undue delay and within 10 days, at the latest.

In the event of a breach of this obligation by the Customer, the Supplier shall not be liable for any possible damage or other harm suffered by the Customer or a third party.

- 3.3 The water from the public water main can be taken by the Customer only for the purposes agreed and in accordance with the requirements for technical capability of consumption, possible take-off method and health safety of drinking water taken from public water main. The Customer may not, without the Supplier's written consent, hand over (for charge or for free) water to another water consumer (this restriction does not apply to end consumers).

If the Customer has time requirements for water supply, quantity, pressure or different water quality exceeding the public water main capacities, the Supplier may refuse to do so. If technical specifications of the public water supply system enable it, the Customer can ensure that these conditions are met by equipment at its own expense, but only with the prior written consent of the Supplier.

- 3.4 Only a real estate or object with the water connection or sewer connection complying with relevant technical standards effective in the territory of the Slovak Republic (hereinafter referred to as "STN"), which meets the technical conditions for connection set by the Supplier may be connected to the public water main or public sewer.

- 3.5 For making modifications to the water supply or sewer connection system that will change the contractually agreed conditions of public water main or contractually agreed conditions of waste water discharge through the public sewer is required a prior written consent of the Supplier.

- 3.6 The connection to the public water main and public sewer as well as disconnection from the public water main and public sewer shall be carried out by the Supplier itself (through its authorized employees) or through another supplier with the participation of a qualified employee of the Supplier.

- 3.7 The Customer is obliged to allow the Supplier or the person authorized by the Supplier to access the water and sewage connection, own water source, as well as important equipment (objects) of the water and sewage network (e.g. fire hydrant, main shutter, flowmeter shaft, inspection sewerage shaft, flowmeter, meter, etc.). In the event of a breach of this obligation, the Customer shall be liable for any damage or detriment incurred by the Supplier or third parties in this way and the Supplier is entitled in this case to immediately withdraw from the Contract concluded with the Customer.

- 3.8 Persons authorized by the Supplier shall be entitled to enter, to the extent necessary, private land and real estates or buildings connected to the public water main and sewerage system for the purpose of:

- (a) ensuring reliable functioning of public water main and sewerage system,
- (b) carrying out activities related to the operation, control and maintenance of public water main and sewerage,
- (c) finding the necessity of repairs (especially emergency conditions) on the public water main or sewerage system and their subsequent repair,
- (d) determination of the technical condition of the water or sewer connection,
- (e) detecting the condition and read-out of measuring devices and their repair,
- (f) installation, dismantling, maintenance and replacement of flowmeters,
- (g) conducting inspection measurement of the quantity and quality of supplied water or discharged waste water,
- (h) inspection of the Customer's compliance with the terms of the Contract,
- (i) restriction or interruption of the supply of water from the public water main or the discharge of waste water through the public sewer,
- (j) control of activity and monitoring in the protection zones of the water supply; and
- (k) restoration of water supply or waste water discharge.

The owner of the property or another authorized person (especially the lessee) is obliged to allow such entries and not to prevent them, and bears liability for any damage or other detriment thereby caused in the event of non-admission to an authorized employee of the Supplier.

- 3.9 The Customer is not allowed to connect his/her own water source to the water connection connected to a public water main or with a public water main.
- 3.10 The Customer is not allowed, without the Supplier's written consent, to discharge waste water from another waste water producer or water from another source or another Supplier to the public sewer.
- 3.11 The Customer is not allowed to discharge waste water from a cesspit or domestic sewage treatment plant into the sewerage network.

4. WATER SUPPLY AND WASTE WATER DISCHARGE

- 4.1 The Supplier fulfils its obligation to supply the Customer with water of the agreed quality, quantity and pressure at the moment of inlet of water from the public water main to the water connection, unless otherwise agreed in the Contract by the Supplier and the Customer. The right to invoice water commences by the inflow of water into the pipeline connected in a very close proximity behind the meter.
- 4.2 Waste water discharge through the public sewer is fulfilled by the inlet of waste water discharged by the waste water producer into the public sewer.
- 4.3 The Customer may only discharge waste water (including surface run-off water) into the public sewer in quantities and with a level of pollution corresponding to the public sewer operating rules and GTC, unless otherwise agreed with the Supplier in the Contract. The maximum permissible level of contamination of waste water discharged into the public sewer is set by the executive regulation.

Waste water that exceeds the maximum permissible level of contamination according to the Public Sewer Operating Rules and these GTC may be discharged to the public sewer only after their pre-treatment at the Customer to a level corresponding to the Public Sewer Operating Regulations and these GTC or to the decision of the relevant public authority.

- 4.4 If the waste water producer discharges waste water with the contamination concentration value exceeding the maximum permitted or agreed value into the public sewer, the waste water producer is also obliged to pay to the Supplier, in addition to the sewerage charges, the compensation for increased contamination. This compensation shall be calculated on the basis of the following formula:

$$\left(\left(\left(\frac{\text{current concentration detected}}{\text{concentration permitted by the contract}} \times 100 \right) - 100 \right) \times 0,05 \right) \times \text{volume of water discharged per period} \times \text{sewage charge}$$

The compensation shall be calculated for the period during which it was exceeded (reference period). If the reference period cannot be determined precisely, for the monthly invoicing the reference period shall be understood 30 days and in case of quarterly invoicing the reference period shall be 90 days unless otherwise agreed by the Contracting parties in the Contract.

If sampling exceeds the biological oxygen demand (BOD5) and chemical oxygen demand (COD) at the same time, the compensation shall be calculated from only one indicator, namely the one from which the higher percentage of exceedance was found.

- 4.5 The Customer is not allowed to discharge into the public sewer system substances that are not considered to be waste water in accordance with the Contract, GTC or legal regulations effective in the territory of the SR and whose discharge into the public sewer is prohibited.
- 4.6 The Customer shall be responsible for discharging into the public sewer the quantity and quality of waste water (physical-chemical-biological properties) agreed in the Contract, and that no waste or other water is discharged into the public sewer whose discharge into the public sewer is prohibited by law or by the Contract.
- 4.7 The Supplier is obliged to ensure the continuous supply of drinking water and the smooth and safe drainage of waste water, and if the public sewer has a waste water treatment plant, it is also obliged to ensure waste water treatment.

If there is a breakdown on the public water main or sewerage system, the Supplier shall ensure that the repair is carried out without undue delay from the date of discovery of the failure, depending on the technical level and time required to carry out the repair and on circumstances that are worth a special consideration.

- 4.8 The Customer shall, at his/her own expense, keep the water supply or sewer connection or other facilities serving for the supply of drinking water or waste water discharge, owned by the Customer,

as well as the measuring device, regardless of its ownership title, in a state corresponding to the requirements of the respective STN and technical conditions of the connection. The Customer undertakes to make every effort to prevent any damage to the Supplier's property or any detriment occurrence. If there is a breakdown of the water supply or sewer connection or other part of the water supply or sewerage network owned by the Customer, the Customer shall without undue delay arrange for repair, at his/her own expense, and notify the Supplier of the detected failure on the water supply or sewer connection, including a failure on the installed measuring device, regardless of its ownership title.

If the flowmeter shaft is flooded when the meter is being read-out or repaired, installed, maintained or replaced, or if the Supplier detects a flowmeter flood, the Customer agrees that the Supplier shall ensure the water is discharged from the flowmeter shaft at the Customer's expense (either by itself or through another supplier, chosen by the Supplier). The Supplier shall not conduct the water pumping from the flooded flowmeter shaft at the Customer's expense if the Customer is present when the Supplier detects such flooding and he/she has carried out the pumping of such water immediately upon the Supplier's request.

4.9 If the public sewer is clogged by the operation of a sewer connection or other part of the sewerage network owned by the Customer that prevents waste water outflow, the Supplier shall ensure that this condition is remedied at the cost of the Customer, who shall bear all related costs and who agreed to such a practice.

4.10 Measurement of water quantity supplied by the public water main is ensured by the Supplier with its flowmeter. The flowmeter shall be installed in accordance with the Supplier's technical conditions for the installation and operation of the flowmeter so that the reading of the flowmeter can be performed.

If the quantity of water supplied by the public water system is not measured by the dedicated flowmeter, the quantity of water supplied shall be determined by indicative water consumption figures for individual types of water consumption or by their combination thereof according to the currently effective legislation regulating this issue. The quantity of water indicated in this way is the basis for water billing.

If the Supplier agrees with the Customer to install a flowmeter on a water connection from which water has not been measured so far, the Customer is obliged to make the necessary adjustments to the water connection at its own expense, in accordance with the Supplier's binding instructions.

4.11 Measurement of the quantity of waste water discharged into the public sewer shall be carried out by the producer of the waste water with its meter if this is stipulated by the Public Sewer Operating Rules or Contract. This measuring device shall meet the requirements laid down by special regulations (in particular by metrological regulations).

4.12 The waste water producer shall be obliged to protect the meter from damage and shall notify the Supplier, without undue delay, of any damage discovered to the measuring device used as billing meters. The waste water producer shall not disconnect from the energy source such measuring devices that require the supply of electricity for the correctness of the measurement. Any disconnection of these measuring devices shall be notified to the Supplier without undue delay, together with the date, time and duration of disconnection of such devices from the electricity, as well as it shall also be notified to the Supplier, without undue delay, any damage or other defect of such measuring devices.

4.13 Unless the Supplier and the Customer have agreed otherwise in writing and the quantity of waste water discharged has not been measured, it is assumed that the Customer, taking water from the public water main, discharges into the public sewer the quantity of water that was metered as taken from the public water supply, adding the quantity of water discharged from other sources. The quantity of waste water discharged determined in this way is the basis for the sewerage charge billing.

4.14 Where the quantity of water supplied and waste water discharged is determined by reference figures of water consumption, its determination depends on the number of persons with permanent residence at the address of the property connected to the public water main and sewerage (apartment buildings, family houses), and the Customer is obliged to submit to the Supplier a confirmation of the number of persons registered for permanent residence at this address issued by the municipal authority.

4.15 If the quantity of water from the surface discharge discharged directly into the public sewer via the sewer connection or through the street drain is not measured, this quantity is calculated according to the measurement decree for delivered and discharged water.

The Supplier reserves the right to unilaterally adjust the quantity of water discharged off the surface discharge when the average annual long-term rainfall for a given locality according to data from the Slovak Hydrometeorological Institute has changed.

The Customer is obliged to notify the Supplier in writing of the change of the ground plan, the characteristics of the surface and the way of draining water from the surface run-off not later than thirty (30) calendar days from the day when the change occurred. The Contracting parties agree that if the Customer fails to comply with the reporting obligation under the previous sentence, discharges of surface run-off water into the public sewer shall be deemed after the futile expiry of this period to be contrary to the Contract and GTC (unauthorized discharge of waste water).

- 4.16 If the Customer has doubts about the correctness of the flowmeter data or if he/she finds a failure on the flowmeter, the Customer is entitled to ask the Supplier for its official inspection. The Supplier is obliged to ensure that the inspection of the flowmeter is conducted according to a special regulation within thirty (30) calendar days from the date of the receipt of the Customer's written request. If there are objective reasons for which the Supplier cannot ensure that the meter is tested within a specified period, the original period may be extended accordingly by the duration of those reasons. Upon the receipt of the flowmeter test protocol, the Supplier shall notify the Customer in writing of the inspection results. The Supplier shall select the official inspector of the meter and the Customer shall not have the right to require that the inspection would be carried out by a contractor other than the one designated by the Supplier.
- 4.17 If the Supplier has doubts about the accuracy of the meter data or detects a failure on the meter, it has the right to ask the Customer to test it. The Customer is obliged to ensure that the meter testing is conducted within thirty (30) calendar days from the date of delivery of the Supplier's request. The Customer shall notify the Supplier in writing of the result of the test. The Supplier shall select the contractor for official inspection of the meter and the Customer shall not have the right to require that the inspection would be carried out by a contractor other than the one designated by the Supplier.
- 4.18 The costs of testing and replacing or repairing the measuring device shall be paid in accordance with Sections 30 and 31 of the public water main and public sewer Act.
- 4.19 If the malfunction or damage of the measuring device was caused by its insufficient protection originated by the Customer or its unauthorized manipulation (intervention) with this equipment, the Customer shall bear the compensation for damage and all costs related to replacement or repair of the measuring device. This does not affect the Supplier's right to a contractual penalty.

Unauthorized manipulation of measuring device means, in particular, breakage or removal of the seal, breach or removal of the verification label, unauthorized manipulation with the seal or its binding, resulting in its breakage, loosening, interruption or other deterioration compromising its compactness and integrity, or any other unauthorized manipulation with the measuring device, its internal parts (components) and its outer packaging, as well as damage, deterioration or any change of the measured parameters (values) of the measuring device and other interventions into the measuring device executed without authorization from the Supplier.

Insufficient protection of the measuring device means, in particular, a condition enabling any mechanical or other damage of the measuring device by an unknown person or its theft. Under insufficient protection is also understood that the measuring device is exposed to adverse physical or chemical environmental conditions.

- 4.20 A request for testing the measuring device does not relieve the Customer of the obligation to pay the Supplier water or sewerage charges based on the invoice issued by the Supplier within the due date.
- 4.21. If it is not possible to accurately determine the quantity of water supplied or the discharged waste water throughout the duration of the failure of the measuring device, the quantity of water consumed or the quantity of waste water discharged for the relevant period or part thereof by shall be calculated on the basis of water consumed in a comparable period of the previous year. If it is a new consumption/new discharge or a change in consumption ratios/waste water discharge, it shall be calculated according to the quantity of water/waste water supplied in the following comparable period, the quantity of waste water delivered or discharged in the following comparable period, or other method agreed with the Customer.

5. PRICE, BILLING AND PAYMENT CONDITIONS

- 5.1 The price for water supply (water charges) and the price for discharge of waste water (sewerage charges) is calculated on the basis of prices set by the Regulatory Office for Network Industries (hereinafter referred to as the "URSO") by the appropriate price decision of the Regulatory Office for Network Industries (hereinafter also referred to as the "**Price decision**").

When changing prices for the calculation of water and sewage charges, the Supplier shall proceed in accordance with generally binding legal rules regulating prices in water management.

- 5.2.1 Information on the current price for the calculation of water and sewage charges is published on the Supplier's website and provided through the Supplier's Customer Centres, as well as these prices are also provided to the customers and producers on invoices issued by the Supplier.

The prices of other services and performances of the Supplier relating to water supply and waste water discharge are also listed on the Supplier's website.

- 5.3 If the quantity of drinking water supplied or the quantity of waste water discharged is determined by measurement, in the event of price changes, the read-out shall be made not later than thirty (30) calendar days from the effective date of the ÚRSO price decision.
- 5.4 The water and sewage charges shall be paid by the Customer according to the invoices issued by the Supplier based on performed read-out (if the measuring device is installed on the sewer connection or water connection).
- 5.5 Billing for water supply and waste water discharge is carried out in accordance with generally binding legal regulations valid and effective in the territory of the Slovak Republic.
- 5.6 The Supplier shall perform billing for the water supplied and the waste water discharged (including rainwater) for the relevant billing period based on:
- actual consumption as reported in Art. 4. par. 4.10., 4.11, 4.13, 4.14 and 4.15; or
 - a qualified estimate of the average quantity of water delivered and waste water discharged for the previous billing period
 - based on the calculation of the reduced area in m² multiplied by the annual rainfall total,

In the event that billing of the quantity of water delivered and waste water discharged is carried out according to point b) of this paragraph in this article, as the Supplier could not properly perform read-out or due to failure of the measuring device, the Customer is obliged to provide the Supplier with the necessary cooperation to remedy the defective condition. If the Customer fails to provide adequate cooperation to the Supplier, the Supplier shall be entitled after two billing periods to change the method of billing and to charge water and sewage charges on the basis of indicative water consumption numbers in accordance with the Decree on measurement of supplied and discharged water.

In case of new water abstraction from the public water main, the Supplier shall be entitled to charge the supplied water for the respective billing period according to the indicative water consumption numbers according to the Decree on measurement of supplied and discharged water.

- 5.7 Based on the read-out or calculation of water consumption or the quantity of waste water discharged, the Supplier shall issue a billing invoice for the relevant billing period within fourteen (14) calendar days of its execution.

In the event that the bill results in overpayments and the Supplier records due receivables from the Customer in connection with the water supply or waste water discharge from the consumption point, the Supplier shall be entitled to offset the overpayment against such due receivables up to the amount of due receivables and their attribution. By signing the Contract, the Customer agrees with this procedure. If the Supplier does not register any due receivables from the Customer or if the overpayment exceeds the total amount of due receivables, the Supplier shall return the overpayment or part thereof to the Customer within fourteen (14) calendar days from the due date of the invoice.

The Supplier shall be entitled to set off its receivables also on the contractual advance deposit paid by the Customer pursuant to Art. 3 par. 3.2. of the GTC and the Customer is obliged to supplement this advance deposit up to the original amount determined by the Contracting parties within 30 days from the date of offsetting the receivables.

- 5.8 The due date of invoices shall be fourteen (14) calendar days from the date of issue of the relevant invoice by the Supplier, unless otherwise agreed in writing by the Supplier and the Customer.
- 5.9 If the result of the inspection pursuant to Art. 4 proves the exceedance of the agreed values of contamination of discharged waste water into the public sewer, the costs associated with the inspection according to the currently effective price list (published on the Supplier's website) shall be paid by the Customer on the basis of an invoice issued by the Supplier. The invoice due date is also fourteen (14) calendar days from the date of issue, unless otherwise agreed in the Contract.
- 5.10 The Customer is obliged to notify in writing, without undue delay, any change affecting the calculation of water and sewage charges. In the event of failure to notify, the Customer is obliged to compensate the Supplier for any damage caused by the failure to comply with this obligation, as well as the relevant fee or contractual penalty in accordance with the Supplier's effective price list published on its website.

The notified change shall be taken into account by the Supplier for the first water and sewage charges billing after the receipt of notification, in accordance with the agreed billing period. However, the Supplier's right to verify the notified fact and to base its invoicing on the results of the verification shall not be lost upon delivery of the notification. If the result of the verification is different from the reported Customer notice, the Supplier shall inform the Customer.

- 5.11 Any changes of the Customer (mainly due to changed ownership of the property or object connected to the public water main or public sewer or changed rental relation to the property or object) create the obligation on the original Customer to immediately, not later than 10 days after the change, notify the Supplier of a new Customer who entered into the existing contractual relationship to the given point of delivery and, at the latest by the date of the Contract transcription, to submit the mutually agreed status of the measuring device to the Supplier.

If the Customer fails to fulfil this obligation, the Supplier is entitled to interrupt or limit the supply of water from the public water main or waste water discharge through the public sewer at the given point (waste water discharge point) and the Customer is liable for any damage caused by breaching this obligation.

- 5.12 The Customer may pay its obligations to the Supplier in the following ways:

1) direct debit (cashless)

- a) payment order entered by the Customer,
- b) collection order entered in favour of the Supplier,

In case of this form of payment, the Customer shall ensure in his/her financial institution the authorization for payment in the form of collection in favour of the Supplier's account, with which he/she will notify it in writing and ensure sufficient resources in his/her bank account so that any outstanding balance in accordance with the invoice is credited to the Supplier's account within the agreed maturity period. If it is not possible to pay the relevant invoice in the form of collection, the Customer is obliged to make the payment immediately in another way. The invoice due date does not change in this case.

- c) by postal money order,

2) in person at the cash desk of the Supplier's Customer Centres, namely:

- a) by credit card,
- b) in cash.

In the event that the Customer settles his/her financial obligations to the Supplier by cashless payment, he/she is obliged to ensure that the payment is credited to the Supplier's account specified in the relevant invoice within the agreed maturity period.

The Supplier is not liable for any impossibility to choose the method or forms of payment of the Customer's obligations. The Customer is fully responsible for the due and timely fulfilment of his/her financial obligations towards the Supplier.

- 5.13 When paying invoices, as well as paying other financial obligations to the Supplier, the Customer is obliged to use a payment reference number (invoice number) or a specific symbol providing it is stated on the relevant invoice. If the Customer remits a payment without specifying a payment reference number or a specific symbol (if any), or indicates the wrong or unidentifiable payment reference number or specific symbol (if any), the Supplier shall be entitled to assign the payment to the existing receivables (which are due at the time of the assignment or overdue) of the respective Customer, whereby this payment will primarily pay the oldest obligations of the Customer towards the Supplier. Preferably, in this case, the principal of the claim is paid and only subsequently the attachments of that claim. If the Supplier does not register any receivables due from the Customer who made such a payment, the Supplier shall return it to the Customer and the same procedure shall apply in cases when such a payment has been executed by a person other than the Customer, providing that refund is possible.

- 5.14 Any financial obligations of the Customer to the Supplier arising from the Contract and the GTC shall be deemed settled only by crediting the amount corresponding to the respective financial obligation to the Supplier's account stated in the relevant invoice.

Unless the Customer can prove the payment in favour of the Supplier's account, the Supplier is entitled to recover the claim and charge a fee for sending a reminder in accordance with the valid Supplier Price List, interest on late payment of the Customer's due obligation to fulfil due and timely from the day following the due date of the invoice until the day of full payment of the debt by the Customer.

In the event of a delay in the payment of the invoice, the Supplier is entitled, in addition to default interest and other attribution of its receivable, to charge the Customer a flat-rate compensation of internal administrative monitoring costs incurred in connection with the necessity of managing this receivable from the Customer. This flat-rate compensation is EUR 20 excluding VAT and does not include postal

costs and any legal, administrative or other legal or contractual fees. However, the flat-rate compensation under this Article may not exceed the principal amount of the Supplier's claim against the Customer.

- 5.15 In the event that the Customer is in delay with the payment of any financial obligation to the Supplier, the Supplier shall be entitled to demand the payment of a default interest in the amount stipulated by the implementing regulation on the amount due for each and commenced day of delay, even though if in the meantime the Supplier has received partial payment of the relevant invoice.
- 5.16 If the Customer fails to pay the water or sewage charge invoice within thirty (30) calendar days from the due date of the relevant invoice, the Supplier may restrict or interrupt the water supply or waste water discharge at the Customer's consumption point for which unpaid water or sewage charge overdue is registered.
- 5.17 The Supplier shall issue all relevant invoices for each consumption point of the Customer. If the Customer has more than one consumption point, the Supplier has the right to issue an invoice for each consumption point separately.

6. RESTRICTION AND INTERRUPTION OF WATER SUPPLY AND WASTE WATER DISCHARGE

- 6.1 The Supplier is entitled to interrupt or restrict the supply of water from the public water main or the discharge of waste water to the public sewer:
- a) because of an emergency,
 - b) in the event of a fault in the public water main or sewerage system,
 - c) in danger to life and health of people or property,
 - d) in carrying out planned repairs, maintenance and inspection work,
 - e) during limiting water supply,
 - f) when regulatory stages of water abstraction are announced,
 - g) if the Customer's equipment does not meet the technical requirements so that the quality of water in the public water main may endanger the health or safety of persons or cause damage to property,
 - h) if the Customer's equipment or method of water abstraction or waste water disposal is in contradiction with the agreed technical conditions so that it may endanger the health, safety of persons or property, or cause unacceptable technical or technological changes in water supply, waste water disposal or waste water treatment,
 - i) if the Customer does not allow the Supplier to access the flowmeter, meter, water connection or sewer connection,
 - j) if unauthorized water or sewer connections have been detected,
 - k) if the Customer fails to ensure that the identified fault has been fixed on his/her equipment or on his/her water or sewage connection within a period specified by the Supplier, which shall not be less than three (3) days,
 - l) upon proving unauthorized water abstraction or unauthorized waste water discharge,
 - m) in the event of non-payment of water or sewage charges for more than thirty (30) calendar days after the due date or failure to complete the contractual advance deposit up to the contractually agreed amount pursuant to Art. 5 par. 5.7. of GTC within the set time limit,
 - n) in case of non-fulfilment of other obligations of the Customer arising from the public water main and public sewer Act and other generally binding legal regulations, from the public water main or Public Sewer Operating Regulations, from the Contract or from the GTC,
 - o) if the Customer has manipulated with the flowmeter or meter without authorisation and caused it to be malfunctioned or damaged according to Art. 4. par. 4.19.
 - p) if the Customer has not ensured sufficient protection of the flowmeter/meter against damage,
 - q) in the event of a fault in the water or sewer connection, if the water or sewer connection is owned by the Supplier, or
 - r) for other reasons laid down in special regulations or in the Contract.
- 6.2 In the event that the water supply or discharge of waste water was interrupted or limited for reasons on the part of the Customer, i.e. for reasons pursuant to this Article 6, par. 6.1. g) to p), the costs associated

with the interruption or restriction of water supply or waste water discharge shall be borne by the Customer. The Supplier's claim for damage compensation is not affected.

- 6.3 Water supply and drainage will be resumed without undue delay after extinction of the reason to restriction or interruption.
- 6.4 If the restriction or interruption of water supply or the drainage has occurred for reasons on the part of the Customer, the water supply and the drainage shall be resumed only after the payment of the interruption of water supply/drainage fee and of the renewal of water supply/drainage fee in accordance with the valid price list of water, sewage, services provided, and after the payment of fees for any restriction or interruption of water supply or waste water discharge due to the Customer's failure. This shall not affect the Supplier's claim for reimbursement of costs associated with the restriction or interruption and resumption of water supply and waste water discharge.

For avoidance of any doubt, it is valid that the fee for the interruption of water supply/waste water discharge and the fee for the renewal of water supply/waste water discharge shall be paid by the entity which is the Customer at the time of renewal of water supply or waste water discharge.

If the reason for the restriction or interruption of water supply or drainage of waste water resulted in the Customer's delay in paying the water or sewage charges under this Article. 6, par. 6.1. m), the water supply and waste water discharge shall be resumed only after the payment of all due receivables recorded for the consumption point at which the water supply or waste water discharge was restricted or interrupted.

- 6.5 The Supplier shall not be liable towards the Customer for any damages or lost profits caused by restriction or interruption of water supply or the drainage of waste water due to an emergency event, at an interruption of the electricity supply or for the reason for which the Supplier is entitled to restrict or interrupt the water supply pursuant to this Article. 6, par. 6.1.

7. UNAUTHORIZED WATER ABSTRACTION FROM PUBLIC WATER MAIN AND UNAUTHORIZED DISCHARGE OF WASTE WATER TO PUBLIC SEWER

- 7.1.1 Unauthorized abstraction of water from the public water main means in particular:

- a) abstraction without concluded Contract or in contradiction with Contract and GTC,
- b) abstraction from the place or section of the public water main before the flowmeter or abstraction after removal (dismantling) of the flowmeter,
- c) abstraction with the use of a flowmeter which, as a result of unauthorized intervention, does not record or records abstraction less than actual,
- d) abstraction using a flowmeter that has been found with the damaged security feature against unauthorised manipulation,
- e) abstraction using fire bypass for purposes other than fire,
- f) abstraction without the Supplier's consent or in contravention of the Supplier's consent.

- 7.1.2 Unauthorized discharging of waste water into the public sewer system in particular means:

- a) discharging without concluded Contract or in contradiction with Contract and GTC,
- b) discharging in contradiction with the conditions laid down in the Public Sewer Operating Rules,
- c) discharging without measurement, if agreed or it is in contradiction with the conditions agreed in the Contract,
- d) discharging with the use of a measuring instrument which is not located at the Supplier's discretion,
- e) discharging with the use of a measuring instrument which, as a result of an intervention, does not record or records less than the actual quantity,
- f) discharge with the use of a measuring instrument with the damaged security feature against unauthorised manipulation.

- 7.2 For unauthorized abstraction of water from the public water main and unauthorized discharge of waste water into the public sewer, the Supplier shall be entitled to claim damage compensation, at least in the quantity of water and sewage charges, which the Supplier would otherwise duly invoice to the Customer and costs associated with the detection of unauthorized water abstraction from the public water main and the unauthorized discharge of waste water into the public sewer in accordance with the valid Price list of water, sewage, provided services and fees, as well as costs associated with the removal of the incurred situation. The Supplier's claim for payment of the contractual penalty in the amount specified in the Price list of water, sewage, provided services and fees (<http://www.tavos.sk;>) is not affected by this.

8. CLAIMS

- 8.1 In the event that in connection with the supply of drinking water or waste water discharge or provision of services by the Supplier under the Contract concluded between the Supplier and the Customer a defect arises for which the Supplier is liable under the Contract, GTC or generally binding legal regulations valid and effective in the territory of the Slovak Republic - the Customer is entitled to assert claims arising from the Supplier in connection with such defect in the form of a written claim, under the conditions and in the manner specified in the Code of Claim Procedure, which is published on the Supplier's website (<http://www.tavos.sk>; at the Customer Zone).

9. DELIVERING OF DOCUMENTS

- 9.1 For the purposes of the Contract, documents delivered to the Customer under the Contract by post shall be deemed delivered on the date of their receipt, and in the event that
- 1) the Customer refuses to accept the document (consignment), it is the day on which the receipt of the document was refused,
 - 2) the Customer shall not take over the consignment within the withdrawal period specified in the notice of deposit of the document (consignment), it is the day on which the consignment was returned to the Supplier, and
 - 3) the document cannot be delivered to the address stated in the Contract because the addressee is not known and another address is not known to the Supplier on the basis of the Customer's notification, it is on the day on which the consignment was returned to the Supplier.
- 9.2 Documents sent by the Supplier to the Customer electronically (via e-mail) to the Customer's e-mail address specified in the Contract Header or notified to the Customer in writing or by e-mail during the term of the Contract are deemed delivered for the purposes of the Contract on the day following the day on which the e-mail was sent. By providing his/her e-mail address for the purpose of performance of the Contract, the Customer agrees to receive invoices in electronic form to the provided e-mail address.

10. LIABILITY OF THE CONTRACTING PARTIES

- 10.1 The Supplier and the Customer undertake to pay increased attention to prevention of damages, especially within the framework of the general preventive obligation.
- 10.2 Each Contracting Party shall be liable to the other Contracting Party for damages caused to it by breaching its obligations, to the extent stipulated by generally binding legal regulations, Contract and GTC.

11. CONTRACTUAL PENALTIES

- 11.1 If the Customer breaches any of the obligations stipulated in the Contract and the GTC, the Customer shall be obliged to pay the Supplier a contractual penalty for each individual breach in the amount stated for the individual breach in the Price list of water, sewage, provided services and fees.
- 11.2 If the producer of waste water exceeds the discharges maximum limit indicator of pollution, resulting in the Supplier failure to comply with the discharges from the outlets of the public sewer limit values of waste water pollution set out in the decision of a competent public authority, the producer of waste water is obliged to compensate for damages incurred by this to the Supplier, in particular all fines, penalties, fees and compensation for damage.
- 11.3 The entitlement to the contractual penalty under this Article 11 par. 11.1 does not affect the Supplier's claim for damage compensation in full amount.
- 11.4 Contractual penalty within the meaning of this Article 11, par. 11.1 is due within fourteen (14) calendar days from the date of its exertion by the Supplier.

12. TERMINATION OF THE CONTRACT

- 12.1 The Contract expires:
- 1) by the expiry of the time for which it was signed,
 - 2) by agreement of the Parties,
 - 3) by withdrawal from the Contract,
 - 4) by notice of termination of the Contract,
 - 5) by expiry of the deadline for replenishment of the contractual advance deposit up to the original contractually agreed amount after the Supplier's claims set off according to Art. 5 par. 5.7. of the GTC,
 - 6) for reasons laid down by special legislation or by the Contract.

12.2 The Supplier is entitled to withdraw from the Contract immediately for the following reasons, which are considered a material breach of the Contract:

- 1) if the device serving for supplying or discharging waste water, owned by the Customer, or the way of water abstraction or discharging water is contrary to the agreed technical conditions to the extent that according to the Supplier it may endanger the health, safety of persons or property or cause unacceptable technical or technological changes in water supply, waste water disposal or waste water treatment, and the Customer will not remedy the situation despite the Supplier's request,
- 2) if the Supplier finds that the water or sewer connection has been connected by the Customer without authorization,
- 3) if the Customer does not remedy any identified faults on its equipment serving for the supply of waste water or the drainage of waste water in its possession or on its water or sewage connection within a period specified by the Supplier, which shall not be less than three (3) days,
- 4) if the Customer commits unauthorized water abstraction or unauthorized waste water discharge,
- 5) if any third party commits unauthorized water abstraction or unauthorized waste water discharge through the Customer (e.g. through the use of equipment owned or used by the Customer),
- 6) if the Customer fails to pay water or sewage charges for more than thirty (30) calendar days after the due date of the relevant invoice,
- 7) if the Customer manipulated with the flowmeter or meter without authorisation and caused it to be malfunctioned or damaged according to Art. 4. par. 4.18,
- 8) if the Supplier decides to install the flowmeter on the water connection and the Customer, despite the Supplier's request, fails to make necessary and required modifications to the water connection according to the Supplier's instructions,
- 9) if the Customer fails to fulfil his/her reporting obligation pursuant to Art. 5, par. 5.10,
- 10) if the Customer fails to fulfil his/her reporting obligation pursuant to Art. 4, par. 4.8,
- 11) if the Customer fails to fulfil his/her obligation to allow the Supplier or its authorized entity to enter the property connected to the public water main or public sewer in order to ensure reliable functioning of the public water main or sewerage, detecting the status of the meter or its repair, maintenance or replacement or to carry out a control measurement of the quantity and quality of drinking water and waste water discharged, as well as to determine the technical condition of the water or sewer connection and to provide the operator with the necessary cooperation, or
- 12) if the Customer breaches the obligation under Art. 3, par. 3.7.

Withdrawal from the Contract under this Article 12, par. 12.1 clause 3 is effective from the moment of delivery of the written withdrawal from the Contract by the Supplier to the Customer and the provisions of Art. 9, par. 9.1. of these GTC apply to delivery of such withdrawal.

12.3 The Customer may terminate the Contract by notice:

- a) without giving any reason, whereby the Contract terminates at the end of a three-month notice period commencing on the first day of the calendar month following the delivery of the written notice to the Supplier, or
- b) due to a change in the price of water or sewerage charges or due to a change in the GTC, whereby the Contract expires on the expiry of the thirtieth (30th) day from the delivery of the written notice to the Supplier.

Together with the notice, the Customer shall deliver to the Supplier a request for the specification of technical conditions for the removal of the water/sewage connection at which the consumption point specified in the Public Water/Sewerage Contract is established; this removal shall be conducted at the Customer's own expense.

12.4 In connection with the termination of the Contract, the Customer is obliged to make the connected property or object available to the Supplier for the purpose of disconnection from the public water main or public sewer system at the time specified by the Supplier, while he/she is liable for damage caused to the Supplier by failure to fulfil his/her obligation. Disconnection of the Customer from the public water main or public sewer in connection with the termination of the Contract is made by the Supplier at the cost of the Customer (in accordance with the relevant price list published on the Supplier's website: <http://www.tavos.sk>).

Upon termination of the Contract, the Supplier's entitlement to the payment of water and sewage charges for the supplied water and waste water shall not expire until the water and waste water discharge is properly terminated, i.e. by disconnecting the property or object from the public water main or sewer system by a competent person authorized by the Supplier.

- 12.5 Termination of the Contract does not invalidate the Supplier's claim for the compensation of damages due to the Customer's breaches of his/her obligations, the claim for the payment of contractual penalties under the Contract and the GTC, or any other claims of the Supplier against the Customer that have arisen before the termination of the Contract.

13. CONDITIONS FOR PROVISION OF ELECTRONIC INVOICE SERVICE

- 13.1 If the Customer chooses the electronic form of the invoice, by signing the Contract in accordance with Section 71 par. 1, item b) of the VAT Act, he/she agrees that the Supplier sends him an invoice for the supply of drinking water and waste water discharge exclusively in electronic form (hereinafter referred to as the **electronic invoice**) and acknowledges that the Supplier is not obliged to send him the invoice in writing (printed form). An electronic invoice complies with the requirements for invoices pursuant to the VAT Act. At the request of the Customer, the Supplier may also send invoices in paper form to the Customer's address specified in the Contract, in this case, the Supplier will invoice the Customer for the issuance and sending the invoice in the amount stated in the relevant price list.
- 13.2 In the event that the Customer asks for issuing an invoice in written (printed) form, it is considered to be the issuance of a certified copy of the invoice. The electronic invoice shall be made available by the Supplier within the time limit set for issuing the invoice to the Customer by sending it to the e-mail address notified by the Customer as a non-passworded e-mail attachment.
- 13.3 The Customer is entitled to request to change the way of issuing and sending invoices, namely in writing by sending the application to the Supplier's registered office or in person at the Supplier's Customer Centre, as well as via electronic application. Acceptance of the Customer's request creates an electronic communication contract between the Parties, the effectiveness of which is limited by the effectiveness of the Contract between the Customer and the Supplier. If, for whatever reason, the Customer asks for a certified written (printed) copy of the invoice, he/she shall pay for this service the fee pursuant to par. 13.1. of this GTC article.
- 13.4 The Supplier shall not be liable for any misuse of the electronic invoice sent to the e-mail address notified by the Customer. The Supplier shall either not be liable for data corruption or incomplete data where the damage or incompleteness was caused by malfunction in the use of the Internet.
- 13.5 Delivery of electronic invoices is governed by Art. 9, par. 9.2 of these GTC.
- 13.6 By signing the Contract, the Customer also agrees that the Supplier is entitled to send further notifications related to the supply of water or waste water discharge as well as other promotional and marketing materials to the given e-mail address. This consent may be withdrawn at any time.

14. TEMPORARY AND FINAL PROVISIONS

- 14.1 The Supplier is entitled to change the GTC at any time. These GTC come into effect on 1 November 2018, with the exception of Art. 5 par. 5.12 point 2, item a) of the GTC, which comes into effect on 1 March 2019. On the day of their effectiveness all previous general commercial conditions for the supply of drinking water and waste water discharge issued by the Supplier, which lose their effectiveness and efficiency, are fully replaced. The Customer has also the opportunity to get acquainted with the new GTC in the Customer Centres of the Supplier.
- 14.2 The Customer shall not assign any rights and obligations under the Contract to third parties without the Supplier's prior written consent. In the request for the Supplier's consent to the assignment of rights and obligations under the Contract, the Customer shall designate the legal successor and the effective date of the assignment of rights and obligations under the Contract. The Supplier shall have the right to refuse consent to the assignment at any time without giving any reason.
- 14.3 All data and information of a commercial nature and those resulting from the contractual relationship or from activities ensuring the performance of the Contract shall be considered confidential by the parties. The Supplier and the Customer undertake to ensure adequate protection of confidential information and its confidentiality from third parties when performing the Contract.
- 14.4 In the event of a conflict between the terms of the Contract and the terms of the GTC, the provisions of the Contract shall prevail.
- 14.5 If any of the provisions of the Contract or the GTC become entirely or partly ineffective, invalid or unenforceable, this shall not affect the validity and effectiveness of the other provisions of the Contract and the GTC.
- 14.6 Customer - a natural person which, when concluding and performing the Contract, does not act within the scope of his/her business or other business activity is considered to be a Customer, and the contractual

relationship between such Customer and Supplier is governed by the public water main and public sewer Act and the relevant provisions of Act No. 40/1964 Coll. of the Civil Code, as amended.

The contractual relationship between the Supplier and other customers is in accordance with Section 262 of Act No. 513/1991 Coll. of the Commercial Code, as amended (hereinafter referred to as the **Commercial Code**) governed by the provisions of the public water main and public sewer Act and the provisions of the Commercial Code.

- 14.7 The Customer – natural person, by signing the Contract voluntarily grants the Supplier, in accordance with Section 13 of Act No. 18/2018 Coll. on protection of personal data and on amendments to certain laws, consent to the processing of his/her personal data to the extent of: name, surname, title, address or place of business, floor and apartment number, date of birth, telephone contact, e-mail address, correspondence address.
- 14.8 The Customer - legal entity, by signing the Contract voluntarily grants the Supplier consent to the processing of legal entity data to the extent of: business name, registered office, Co Reg No. (*IČO*), legal form, data on statutory bodies, data on registration in the register court, telephone contact, e-mail address, correspondence address.
- 14.9 The personal data provided to the Supplier in connection with signing the Contract shall be processed for the purpose of proper identification of the Customer, for the conclusion of the Contract, performance of the Contract, as well as for the proper identification and processing of the Customer's personal data within the Supplier's Customer Centre and will be processed through USYS, DIS and PTIS information systems to create a Customer database and process data for the purpose of issuing invoices.
- 14.10 With the personal data provided, the Supplier shall perform the following operations: acquiring, collecting, disseminating, recording, organizing, reprocessing or changing, searching, browsing, regrouping, combining, relocating, using, storing, blocking, clearance, providing, making available.
- 14.11 Consent to the processing of personal data is granted by the Supplier to the Customer for the duration of the Contract, at the latest within the period of settlement of all claims arising under the Contract and for the period of deposit of the Contract under Act No. 395/2002 Coll. on archives and registries and on amendments to certain Acts, as amended.
- 14.12 By signing the Contract, the Customer declares that he/she was duly instructed about the rights of the person concerned under the Act No. 18/2018 Coll. on protection of personal data and on amendments to certain acts.
- 14.13 List of facilitators who, within the meaning of Act No. 18/2018 Coll. on protection of personal data and on amendment and completion of some acts process the personal data of the Customer – natural person, together with information concerning the purpose for which they are processed, are published on the Supplier's website (<http://www.tavos.sk>).
- 14.14 The GTC have been approved by the statutory body of the Supplier. Its changes or additions can be made only after approval by the statutory body of the Supplier.

Trnavská vodárenská spoločnosť, a.s.

Priemyselná 10
921 79 Piešťany

Customer Centre Trnava, Fraňa Kráľa 1
Telephone: 033 - 59 66 211

Customer Centre Piešťany, Priemyselná 10
Telephone: 033 - 59 66 101

E-mail: info@tavos.sk
www.tavos.sk