



# Purchase Order

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## Supplier Address:

**Kompetenčné a certifikačné centrum kybernetick  
ezpečnosti**  
Na družstvo 125  
916 25 Brunovce  
Slovensko  
916 25 Brunovce  
Slovensko

## Purchase Order Details:

**Purchase Order No:** 15295  
To avoid delays with payment please quote our Purchase Order No. on all  
Invoices  
**Order Date:** 2020/06/17  
**PwC Supplier Code:** 321OC52839052  
If you have any questions regarding this Order please contact :  
**Email:**

## Delivery Address:

**PricewaterhouseCoopers Slovensko, s.r.o.**  
Karadzicova 2  
815 32 Bratislava  
Slovakia  
ICO: 35 739 347, DIC: 2020270021  
IC DPH: SK2020270021

## Billing Address:

**PricewaterhouseCoopers Slovensko, s.r.o.**  
Karadzicova 2  
815 32 Bratislava  
Slovakia  
ICO: 35 739 347, DIC: 2020270021  
IC DPH: SK2020270021  
GFS Code: SK010  
Please send the invoice to: [sk\\_faktury@pwc.com](mailto:sk_faktury@pwc.com)

No.	Delivery Date	PwC Code	Qty	Unit Cost	Net Cost	Tax	Line Total
	Item Description		Unit				
1	2020/06/18 Certification	L&D6213501	1.00 EACH	500.00	500.00	0.00	500.00
	Audítor Kybernetickej bezpečnosti						
	18.6.2020						
	500 EUR						
<b>Purchase Order Total:</b>					<b>500.00</b>	<b>0.00</b>	<b>500.00</b>
<b>Currency:</b>							<b>EUR</b>

## STANDARD TERMS AND CONDITIONS FOR PURCHASING

This excerpt from the Standard Terms and Conditions in effect on the date of acceptance of the Order by the Supplier, and the basic order and any amendments thereto (jointly, the "Order") (collectively referred to as the "Contract"), once the Order is accepted by both parties, taken together constitute the entire agreement between the supplier (the "Supplier") and the entity for which data are specified in the Order (the "Client" or "PwC") regarding the supply of the goods and/or services (the "Goods" or "Services") described in the Order.

The Supplier may store and reproduce the full text of the Standard Terms and Conditions in the normal course of business. The full text of the Standard Terms and Conditions shall be read by the Supplier before the Contract is concluded. The conclusion of the Contract shall be deemed through the acceptance of the full text of the Standard Terms and Conditions by the Supplier in force at the date of acceptance of the Order by the Supplier. Amendments to the full text of the Standard Terms and Conditions done by PwC after the acceptance of the Order by the Client shall not apply to the Order, unless both parties agreed in writing otherwise. For the Supplier's convenience, the full text of the Standard Terms and Conditions could be sent via email.

### 1. Delivery procedure. Fees and Payment

1.1 The Supplier shall, within 5 (five) business days after the Services have been rendered or Goods have been delivered, or upon the month end, in which the Services were rendered (if the Service are rendered on a monthly basis), issue and send to the Client all acceptance documents in two signed copies, a VAT invoice (if applicable) and an invoice for payment.

1.2 The Client shall within 10 business days from the receipt of the above mentioned documents sign the Acceptance act for Services (or waybill for Goods), or send to the Supplier a reasoned refusal to sign it. If the Supplier fails to fulfil the Client's requirements set out in a reasoned refusal within 10 business days, the Client may unilaterally terminate the Order without any reimbursements to the Supplier.

1.3 If Goods/Services were not delivered/rendered on time, upon a lapse of an additional 10 business days as a grace period, the Client may unilaterally terminate the Order without any reimbursements to the Supplier.

1.4 The Supplier shall immediately inform the Client if the Goods/Services cannot be delivered/rendered properly and/or on time.

Any fees indicated in the Order are contractually binding and cannot be increased without a prior written consent of the Client.

1.5 The Client shall pay the Supplier the fees set forth in the Order, provided that the Supplier properly and according to all terms stipulated in the Contract delivered the Goods and/or performed the Services.

1.6 Any fees indicated in the Order include all expenses and costs incurred by the Supplier for the execution of the Order and do not include any taxes. If supply of the Goods/Services is subject to any taxes under an applicable law, it should be separately indicated by the Supplier in respective invoices, acceptance acts, VAT-invoices and other documents, if applicable.

1.7 All invoices will be paid as set out in the Order and subject to provision of the originals of the documents listed in 1.1.1. If the fee is not denominated in the local currency, the central bank's exchange rate on the date of payment shall apply for the payment. The Client's obligation for payment shall be deemed fulfilled at the moment when the funds are written off from the correspondent account of the Client's bank.

1.8 The Supplier agrees that the fee payable by the Client may be reduced by any applicable withholding taxes or any other similar payments due under the Client's domestic legislation as well as in line with international treaties, as and where applicable. If any tax withholdings or similar payments are due, the Supplier will provide to the Client the original certificates of residency issued by the responsible authorities. If the Supplier fails to provide such certificates duly and on time, the Supplier is obliged to reimburse the Client in full for the taxes or any similar payments, as well as hold the Client harmless against all third parties claims.

### 2. Responsibility. Warranty. Insurance

2.1. The Client shall not be liable for any of the acts or omissions of the Supplier resulting in a liability by the Supplier with respect to third parties. The Supplier shall indemnify the Client for itself and the other PwC firms (which means any entity (whether or not incorporated) that carries out business under a name which includes, all or as part of, the PricewaterhouseCoopers name or is otherwise within (or associated or connected with an entity within) or is a correspondent firm of the world-wide network of PricewaterhouseCoopers firms) on a continuing basis against all claims and/or liabilities resulting or arising from any such acts or omissions (including losses or expenses resulting from personal injury or property damage).

2.2. Unless otherwise stated in the Description of the Goods or Services in the present Order, the Supplier must provide the Client with a warranty. The warranty period is 36 (thirty six) months and commences on the date of the proper delivery of Goods/Services.

2.3. Unless otherwise stated in the Description of the Goods or Services in the current Order, the Supplier shall cover the costs of delivery of defected Goods from the Client's to the Supplier's office or repair shop and their subsequent return to the Client.

2.6 The Supplier shall at all times during the Contract follow a policy of insurance that insures in particular: professional indemnity for an amount not less than 100 (one hundred) times of the Supplier's fee under the Contract.

### 3. Confidentiality

3.6 The Supplier undertakes to keep any information that the Supplier receives from the Client or from third parties when entering into the Contract and/or during the term of the Contract secret, irrespective of how it has been disclosed or processed (e.g. orally, in hard copy or electronically), in accordance with the applicable law, the provisions of the Contract, and the respective procedures, policies and internal regulations applied by Client.

3.7 Confidential information obtained by the Supplier may not be used for any purpose other than the execution of the tasks and the achievement of the objectives established in the Contract.

3.8 In the event of any breach of the provisions of this Section (Confidentiality), the Client is entitled to seek damages without any limitation.

### 4. Sub-contractors

4.6 The Supplier shall not entrust the fulfilment of the obligations arising from the Contract to any third parties without the Client's prior written consent.

### 5. Governing Law and Jurisdiction

5.6 The Contract will be governed by and interpreted in accordance with the laws of Client's registered office location.

5.7 Should any dispute arise between the parties, they shall endeavour to resolve the dispute in good faith through negotiations. If the dispute is not resolved through negotiations within one month, the dispute shall be settled by common courts competent for the Client's registered office location.

### 6. The Supplier's Representations

6.6 The Supplier warrants that, in executing the Contract, the Supplier will not infringe any intellectual property (neither moral nor economic rights) and/or other rights of or breach any obligations to a third party. The Supplier warrants that the Goods transferred to the Client are free and clear of all liens and encumbrances.

6.7 The Supplier hereby warrants that (i) he/she/it is registered with all of the respective authorities and has a valid trade license in place in order to provide Services and/or Goods to the Client under the Contract; and (ii) that he/she/it will maintain the license during the life of the Contract (including the duration of the notice period, where applicable).

6.8 The Supplier warrants that he/she/it has the necessary qualifications, ability and expertise to execute the Contract and will perform all obligations with the utmost diligence.

6.9 The Supplier shall adhere to the Supplier Operating Principles of the Client, which are available on the Client's public website.