

DAROVACIA ZMLUVA / DONATION CONTRACT

uzatvorená podľa § 628 z.č. 40/1964 Zb. Občiansky zákonník (ďalej len „**Občiansky zákonník**“) /
concluded pursuant to § 628 of the Act no. 40/1964 Coll. Civil Code (hereinafter only “**Civil Code**“)

medzi zmluvnými stranami / between the parties

Obchodné meno/Business Name:	Danucem Slovensko a.s.
Sídlo/Registered Seat:	906 38 Rohožník
IČO/Identification No.:	00214973
IČ DPH/VAT Identification No.:	SK7120000041 – člen skupiny na účely DPH v SR
IBAN:	SK97 1111 0000 0011 4512 5271
Zápis/Registration:	OR MS Bratislava III, oddiel: Sa, vložka: 1265/B
Kontaktná osoba/Contact person:	Diana Škerdová, +421 902 866 242, diana.skerdova@danucem.com

(ďalej len „**darca**“) / (hereinafter only “**donor**“)

a / and

Obchodné meno/Business Name:	OBEC ROHOŽNÍK
Sídlo/Registered Seat:	Školské námestie 406/1, 906 38 Rohožník
IČO/Identification No.:	00309923
DIČ/ Tax ID No.:	SK2021086848
IBAN:	SK3956000000003208206001
Kontaktná osoba/Contact person:	Peter Švaral, 0905 413 804, starosta@rohoznik.sk

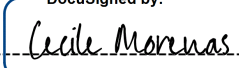
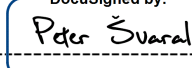
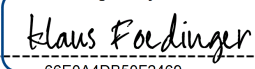
(ďalej len „**obdarovaný**“) / (hereinafter only “**donee**“)

za nasledovných podmienok (ďalej len „**zmluva**“): /
under following terms and conditions (hereinafter only “**contract**“):

Čl. I Predmet zmluvy	Article I Subject matter of the contract
<p>1.1 Predmetom zmluvy je záväzok darcu poskytnúť obdarovanému dar uvedený v čl. II tejto zmluvy a záväzok obdarovaného použiť dar v súlade s účelom uvedeným v tejto zmluve a to všetko za podmienok uvedených v tejto zmluve.</p>	<p>1.1 The subject matter of the contract is the donor's obligation to grant to the donee a donation stipulated in Article II herein and the donee's obligation to use the donation in compliance with the purpose stipulated herein and all that under the conditions stipulated herein.</p>
Čl. II Dar	Article II Donation
<p>2.1 Darca poskytne obdarovanému nasledovný dar (ďalej len „dar“):</p> <ul style="list-style-type: none"> - materiálový dar vo forme betónu, avšak maximálne v cene do 32.000,- EUR s DPH, cena betónu bude určená podľa aktuálneho cenníka vydávajúcej betonárne platného v čase odberu betónu <p>2.2 Dar bude použitý na nasledovný účel/projekt:</p> <ul style="list-style-type: none"> - materiálna podpora pri modernizácii zberného dvora. 	<p>2.1 The donor shall grant to the donee the following donation (hereinafter only “donation“):</p> <ul style="list-style-type: none"> - a material donation in the form of concrete but maximum up to the price of 32.000,- EUR incl. VAT, the concrete price will be defined based on the actual price list of the supplying RMC plant valid at the time of concrete supply. <p>2.2 The donation shall be used for the following purpose/project:</p> <ul style="list-style-type: none"> - material support for the modernisation of the collection yard.
Čl. III Ostatné podmienky	Article III Special provisions
<p>3.1 Obdarovaný dar prijíma a zaväzuje sa dar použiť výlučne na účel uvedený v tejto zmluve.</p> <p>3.2 Dar bude poskytnutý najneskôr do 60 dní odo dňa podpisu tejto zmluvy. V prípade peňažnej formy daru bude dar poskytnutý prevodom na účet obdarovaného uvedený v tejto zmluve.</p>	<p>3.1 The donee accepts the donation and obliges to use the donation only for the purpose stipulated herein.</p> <p>3.2 The donation shall be granted within 60 days upon signing hereof. In case of monetary form of the donation the donation shall be granted via transfer into the bank account of the donee stipulated herein.</p>

<p>V prípade nepeňažnej formy daru bude dar poskytnutý v závide darcu a obdarovaný si ho musí prijsť vyzdvihnúť. Darca má právo kedykoľvek zmeniť peňažnú formu daru na nepeňažnú.</p> <p>3.3 Obdarovaný sa zaväzuje projekt realizovať najneskôr do 6 mesiacov od poskytnutia daru, pokiaľ nebolo dohodnuté inak, a v tej istej lehote predložiť darcovi záverečnú správu o realizácii projektu a použití daru, prílohou ktorej budú kópie účtovných dokladov preukazujúcich obstaranie prác, tovarov alebo služieb na projekt. V prípade porušenia ktorejkoľvek z týchto povinností alebo použitia daru na iný ako dohodnutý účel alebo nepredloženia záverečnej správy riadne a včas alebo v prípade, že darca vyhodnotí predložené dokumenty ako nedostatočné, má darca právo odstúpiť od tejto zmluvy a požadovať bezodkladné vrátenie daru alebo zaplatenie hodnoty daru v peniazoch, pričom v prípade nepeňažného daru sa peňažná hodnota daru určí podľa cenníka darcu platného v čase uzavretia tejto zmluvy. V prípade omeškania obdarovaného s vrátením daru sa zaväzuje zaplatiť darcovi úrok z omeškania vo výške 0,05 % z dlžnej sumy za každý deň omeškania.</p> <p>3.4 Obdarovaný sa zaväzuje umiestniť a zobraziť logo a obchodné meno darcu na mieste realizácie projektu, pričom je povinný si vopred nechať od darcu schváliť miesto a spôsob umiestnenia a zobrazenia loga a obchodného mena darcu.</p> <p>3.5 Obdarovaný sa zaväzuje dodržiavať počas plnenia tejto zmluvy Zásady zodpovedného podnikania CRH v rozsahu, v ktorom sa vzťahujú na obdarovaného, dostupné na https://www.danucem.com/sk/sustainability/ethical-behavior-and-management. V prípade vydania a zverejnenia nových Zásad zodpovedného podnikania CRH, ktoré budú obdarovanému oznámené (napr. emailom) sa obdarovaný zaväzuje dodržiavať Zásady zodpovedného podnikania CRH v aktualizovanom znení.</p> <p>Informácie o spracúvaní osobných údajov:</p> <p>3.6 Obdarovaný potvrdzuje, že sa oboznámil s informáciami o spracúvaní osobných údajov, ktoré sa nachádzajú na internetovej stránke https://www.danucem.com/sk/privacy-statement a že s ich obsahom oboznámil všetky dotknuté osoby, ktoré sa podieľajú na príprave a/alebo plnení tejto zmluvy a ktorých osobné údaje poskytne darcovi.</p>	<p>In case of non-monetary form of the donation the donation shall be granted ex-factory and the donee must take it over. The donor is whenever entitled to change the monetary form of the donation to non-monetary form.</p> <p>3.3 The donee shall carry out the project within 6 months upon the granting of the donation unless otherwise agreed and within the same period to provide the donor with a final report on the project realization and using of the donation with the copies of the invoices and bills proving the procurement of works, goods and services related to the project attached. In case of breach of any of the aforementioned obligations or utilization of the donation for other purpose than stipulated herein or provision of the final report not duly or on time or the donor considers the submitted documents as not sufficient, the donor shall be entitled to withdraw the contract and to require returning of the donation or repayment of the value of the donation in money whereas in case of non-monetary donation the value of the donation in money will be defined according to price list of the donor valid at time of signing hereof. In case of delay of the donee with returning of the donation he shall be obliged to pay to the donor the delay interest in the amount of 0,05% p.d. of the due amount.</p> <p>3.4 The donee is obliged to locate and display the logo and business name of the donor at the place of the project realization whereas the donee is obliged to have approved in advance the place and way of the location and display of the logo and business name by the donor.</p> <p>3.5 The donee undertakes, during the performance of this contract, to comply with the Principles of Corporate Social Responsibility of CRH to the extent in which they apply on the donee available at https://www.danucem.com/sustainability/ethical-behavior-and-management. In case of issuance and publication of the new Principles of Corporate Social Responsibility of CRH which will be notified to the donee (e.g. by email), the donee shall undertake to comply with the Principles of Corporate Social Responsibility of CRH in their updated version.</p> <p>Processing of personal data:</p> <p>3.6 The donee confirms that he has read the information on the processing of personal data which can be found on the website https://www.danucem.com/privacy-statement, and that the donee has informed about its contents all data subjects who participate in the preparation and/or performance of this contract and whose personal data will be provided to the donor.</p>
Čl. IV	Article IV

Trvanie zmluvy	Duration of the contract
<p>4.1 Zmluva je uzavretá na dobu do vysporiadania všetkých práv a povinností z nej vyplývajúcich pokiaľ nedôjde k odstúpeniu od tejto zmluvy alebo k inej skutočnosti spôsobujúcej jej zánik.</p> <p>4.2 Zmluvné strany sú oprávnené odstúpiť od tejto zmluvy s účinkami ku dňu doručenia odstúpenia z dôvodov uvedených v tejto zmluve, ako aj zo zákonných dôvodov, pričom pri odstúpaní zo zákonných dôvodov v prípade podstatného porušenia tejto zmluvy možno odstúpiť len pokiaľ nedôjde k odstráneniu tohto podstatného porušenia ani do 10 dní odo dňa písomného upozornenia.</p> <p>4.3 Darca je oprávnený odstúpiť od tejto zmluvy v prípade omeškania obdarovaného s vykonaním projektu v dohodnutej lehote.</p> <p>4.4 Darca má právo kedykoľvek vypovedať túto zmluvu s okamžitým účinkom a neposkytnúť dar.</p>	<p>4.1 The contract is concluded for a period until the satisfaction of all rights and obligations arising here from so long as withdrawal from this contract or any other facts resulting in its expiry have not occurred.</p> <p>4.2 The parties are authorized to withdraw from this contract effective on the delivery date of such notice on the grounds stipulated herein or other legal grounds whereby withdrawal on legal grounds in the event of a significant breach of this contract can only occur if such significant breach is not remedied within 10 days from written notice to complete such remedy.</p> <p>4.3 The donor is authorized to withdraw from this contract if the donee is in delay with the execution of the project within the agreed deadline.</p> <p>4.4 The donor is also whenever entitled to terminate the contract with immediate effects and not to grant the donation.</p>
Čl. V Záverečné ustanovenia	Article V Final provisions
<p>5.1 Zmluva nadobúda platnosť a účinnosť podpisom oboch zmluvných strán.</p> <p>5.2 Zmluvu uzavretú písomne aj zmluvu uzavretú elektronicky (DocuSign) možno meniť a dopĺňať len písomne alebo elektronicky (DocuSign).</p> <p>5.3 Zmluvné strany sa dohodli, že všetka korešpondencia medzi nimi v súvislosti s touto zmluvou sa bude doručovať na aktuálne adresy ich sídiel zverejnené v obchodnom registri alebo inom príslušnom registri alebo v prípade fyzických osôb na trvalé bydliská uvedené v tejto zmluve, pokiaľ si písomne neoznámia zmenu adresy trvalého bydliska. Zmluvné strany sa dohodli, že v prípade, ak si adresát neprevezme zásielku do piateho dňa odo dňa jej odoslania adresátovi na adresu dohodnutú v zmysle tohto bodu, bude sa zásielka považovať za doručení uplynutím piateho dňa odo dňa jej odoslania za predpokladu, že bola odoslaná doporučene poštovým podnikom na adresu dohodnutú v zmysle tohto bodu, a to bez ohľadu na to, či si adresát zásielku prevzal a/alebo či sa adresát o zásielke dozvedel.</p> <p>5.4 Zmluvné strany sa dohodli, že všetky informácie uvedené v tejto zmluve má darca právo poskytnúť osobám patriacim v čase ich poskytnutia do skupiny CRH Group, ako aj ich zmluvným poradcom.</p> <p>5.5 Zmluva sa riadi slovenským právom a v prípade, že bude obsahovať medzinárodný prvok, bude miestne príslušným súdom na riešenie sporov z tejto zmluvy príslušný súd určený podľa sídla darcu. V prípade viacerých</p>	<p>5.1 The contract is valid and in effect upon its signature by both parties.</p> <p>5.2 Both the contract concluded in writing, as well as the contract signed electronically (DocuSign) may be amended or complemented only in writing or electronically (DocuSign).</p> <p>5.3 The parties have agreed that all correspondence between the parties related to this contract will be delivered to the addresses of their registered offices published in the Commercial Register or other register or to the permanent residences of the physical persons shown herein if no change to such permanent addresses is notified in writing. The parties have agreed that if the recipient does not receive the parcel at least within five days of the dispatch of the parcel to the address agreed in terms of this clause, the parcel is considered delivered upon expiry of the fifth day subject to condition that it was sent via registered mail via a postal carrier to the address agreed in terms of this clause regardless of if the recipient received and/or regardless of if the recipient was aware of such parcel.</p> <p>5.4 The Parties have agreed that the donor has the right to provide any and all information contained herein to other entities belonging in time of their providing to the CRH Group and their contracted advisers.</p> <p>5.5 This contract is subject to Slovak law and if it contains international elements, the venue for resolving any disputes arising here from will be the court with jurisdiction for the donor's registered office. The version of this contract in Slovak</p>

<p>jazykových verzií tejto zmluvy má vždy prednosť znenie zmluvy v slovenskom jazyku.</p> <p>5.6 Zmluva uzavretá písomne sa vyhotovuje v 2 rovnopisoch, pričom po 1 rovnopise obdržala každá zmluvná strana. Zmluvu podpísanú elektronicky (DocuSign) obdržala každá zmluvná strana v elektronickej forme.</p> <p>5.7 Zmluvné strany vyhlasujú, že k právnym úkonom sú spôsobilé, ich zmluvná voľnosť nie je obmedzená, zmluvu uzatvárajú slobodne a vážne a jej obsahu porozumeli a súhlasia s ním, na znak čoho túto zmluvu podpisujú.</p> <p>5.8 Zmluvné strany uvedením emailových adries v podpisovom riadku prejavujú svoju vôľu podpísať túto zmluvu elektronickým podpisom DocuSign a súhlasia s tým, že dole uvedení zástupcovia sú oprávnení podpísať túto zmluvu elektronicky v mene zmluvných strán a majú výlučnú kontrolu nad a zodpovednosť za svoje e-mailové adresy uvedené v podpisovom riadku. Zmluvné strany sú si vedomé a akceptujú, že elektronický podpis DocuSign je právne záväzný v súlade s nariadením (EÚ) č. 910/2014 o elektronickej identifikácii a dôveryhodných službách pre elektronicke transakcie na vnútornom trhu (nariadenie eIDAS), ktoré je priamo uplatniteľné vo všetkých členských štátoch EÚ. V zmysle nariadenia o eIDAS, článok 25 - Právne účinky elektronického podpisu „Elektronickému podpisu sa nesmú odoprieť právne účinky a prípustnosť ako dôkazu v súdnom konaní iba z dôvodu, že je v elektronickej podobe alebo že nespĺňa požiadavky pre kvalifikovaný elektronický podpis.“</p>	<p>language takes precedence over all other language mutations hereof.</p> <p>5.6 This contract when concluded in writing is signed in 2 counterparts from which each party has received 1 counterpart. The contract signed electronically (DocuSign) has been received by each party in electronic form.</p> <p>5.7 The parties declare that they are eligible for legal acts, their contractual freedom is not limited, they concluded the contract freely and seriously, they have understood its contents and as witness thereof they attach their signatures thereto.</p> <p>5.8 The Parties by providing e-mail addresses in the signature section hereof manifest their will to sign this Contract by DocuSign electronic signature and agree that hereinafter referred representatives are authorized to electronically sign this Contract on behalf of the Parties and have exclusive control over and responsibility for their e-mail addresses mentioned in the signature section. The Parties are aware and accept that DocuSign electronic signature is legally binding in compliance with the Regulation (EU) no. 910/2014 on electronic identification and trust services for electronic transactions in the internal market (eIDAS Regulation) which is directly applicable in all the EU member states. In terms of eIDAS Regulation, Article 25 - Legal effects of electronic signature “An electronic signature shall not be denied legal effect and admissibility as evidence in legal proceedings solely on the grounds that it is in an electronic form or that it does not meet the requirements for qualified electronic signatures.”.</p>
<p>V/In Rohožník dňa/date 13-May-2024</p>	<p>V/In Rohožníku dňa/date 12-May-2024</p>
<p>DocuSigned by:  ----- darca/ donor Danucem Slovensko a.s. Meno, priezvisko: Cecile Morenas Funkcia/Title: člen predstavenstva/B.O.D. Member DocuSign e-mail: cecile.morenas@danucem.com</p>	<p>DocuSigned by:  ----- obdarovaný/ donee OBEC ROHOŽNÍK Meno, priezvisko: Peter Švaral Funkcia/Title: starosta / mayor DocuSign e-mail: starosta@rohoznik.sk</p>
<p>DocuSigned by:  ----- darca/ donor Danucem Slovensko a.s. Meno, priezvisko: Klaus Foedinger Funkcia/Title: člen predstavenstva/B.O.D. Member DocuSign e-mail: klaus.foedinger@danucem.com</p>	<p>----- obdarovaný/ donee Meno, Priezvisko: Funkcia/Title: DocuSign e-mail:</p>

Certificate Of Completion

Envelope Id: ED26AFFE2B5D4704B6A1100D0E9F7851	Status: Completed
Subject: Complete with DocuSign: DZ Obec Rohoznik material.docx	
Source Envelope:	
Document Pages: 4	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Adriana Orthova
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	42 Fitzwilliam Square
	Dublin, Dublin 2 D02 R279
	adriana.orthova@danucem.com
	IP Address: 91.127.137.80

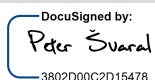
Record Tracking

Status: Original	Holder: Adriana Orthova	Location: DocuSign
5/9/2024 1:57:50 PM	adriana.orthova@danucem.com	

Signer Events

Peter Švaral
 starosta@rohoznik.sk
 Security Level: Email, Account Authentication (None)

Signature


DocuSigned by:

 3802D00C2D15478...
 Signature Adoption: Pre-selected Style
 Using IP Address: 213.160.191.98

Timestamp

Sent: 5/9/2024 1:59:47 PM
 Viewed: 5/12/2024 11:32:25 PM
 Signed: 5/12/2024 11:32:35 PM

Electronic Record and Signature Disclosure:
 Accepted: 9/2/2021 6:27:12 AM
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Cecile Morenas
 cecile.morenas@danucem.com
 Security Level: Email, Account Authentication (None)

DocuSigned by:

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 Signature Adoption: Pre-selected Style
 Using IP Address: 194.143.236.27

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 Signed: 5/13/2024 1:59:27 AM

Electronic Record and Signature Disclosure:
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 ID: 2e895d5f-f2ec-4221-bd70-b64c517e80e9

Klaus Foedinger
 klaus.foedinger@danucem.com
 Managing Director
 Security Level: Email, Account Authentication (None)

DocuSigned by:

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 Signature Adoption: Pre-selected Style
 Using IP Address: 194.143.236.30

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Electronic Record and Signature Disclosure:
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	5/9/2024 1:59:47 PM
Certified Delivered	Security Checked	5/13/2024 4:09:33 AM
Signing Complete	Security Checked	5/13/2024 4:09:50 AM
Completed	Security Checked	5/13/2024 4:09:50 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, CRH Group Procurement Services Ltd. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact CRH Group Procurement Services Ltd.:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To advise CRH Group Procurement Services Ltd. of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at procurement@crh.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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