

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:	Silvia Pohlová, silvia.pohlova@danucem.com , 0902194956

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

a / and

Obchodné meno/Business Name:	Obec Jablonica
Sídlo/Registered Seat:	Trnavská 801, 906 32 Jablonica
IČO/Identification No.:	00309583
IČ DPH/VAT Identification No.:	2021086749
IBAN:	SK69 0200 0000 0000 0092 4182
Kontaktná osoba/Contact person:	Ing. Silvester Nestarec, 0948/074433, starosta@jablonica.net

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

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

Čl. I Predmet zmluvy

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.

Article I Subject matter of the contract

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.

Čl. II Dar

2.1 Darca poskytne obdarovanému nasledovný dar (ďalej len „dar“):
- peňažný dar v hodnote 500 EUR

2.2 Dar bude použitý na nasledovný účel/projekt:
- realizácia projektu „Deň detí v obci Jablonica“

Article II Donation

2.1 The donor shall grant to the donee the following donation (hereinafter only "donation"):
- a financial donation in the value of 500 EUR

2.2 The donation shall be used for the following purpose/project:
- realization of the project „Children's Day in Jablonica“

Čl. III Ostatné podmienky

3.1 Obdarovaný dar prijíma a zaväzuje sa dar použiť výlučne na účel uvedený v tejto zmluve.

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. V prípade nepeňažnej formy daru bude dar poskytnutý v závoде darcu a obdarovaný si ho

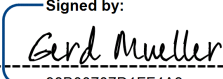
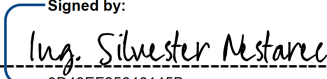
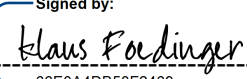
Article III Special provisions

3.1 The donee accepts the donation and obliges to use the donation only for the purpose stipulated herein.

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. In case of non-monetary form of the donation the donation shall be granted ex-factory and the donee

musí prísť vyzdvihnúť. Darca má právo kedykoľvek zmeniť peňažnú formu daru na nepeňažnú. 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. 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. 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. Informácie o spracúvaní osobných údajov: 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.	must take it over. The donor is whenever entitled to change the monetary form of the donation to non-monetary form. 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. 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. 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. Processing of personal data: 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.
Čl. IV Trvanie zmluvy	Article IV Duration of the contract

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. 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 odstupovaní 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. 4.3 Darca je oprávnený odstúpiť od tejto zmluvy v prípade omeškania obdarovaného s vykonaním projektu v dohodnutej lehote. 4.4 Darca má právo kedykoľvek vypovedať túto zmluvu s okamžitým účinkom a neposkytnúť dar.	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. 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. 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. 4.4 The donor is also whenever entitled to terminate the contract with immediate effects and not to grant the donation.
Čl. V Záverečné ustanovenia 5.1 Zmluva nadobúda platnosť a účinnosť podpisom obidvoch zmluvných strán. 5.2 Zmluvu uzavretú písomne aj zmluvu uzavretú elektronickým podpisom DocuSign možno meniť a dopĺňať len písomne alebo elektronickým podpisom DocuSign. 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 doporučené 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. 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. 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	Article V Final provisions 5.1 The contract is valid and in effect upon its signature by both parties. 5.2 Both the contract concluded in writing, as well as the contract signed by the electronic signature DocuSign may be amended or complemented only in writing or by the electronic signature DocuSign. 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. 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. 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

jazykových verzií tejto zmluvy má vždy prednosť znenie zmluvy v slovenskom jazyku. 5.6 Zmluva uzavretá písomne sa vyhotovuje v 2 rovnopisoch, pričom po 1 rovnopise obdržala každá zmluvná strana. Zmluvu podpísanú elektronickým podpisom DocuSign obdržala každá zmluvná strana v elektronickej forme. 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. 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 elektronicke 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 elektronickeho podpisu „Elektronicke podpisu sa nesmú odopierať právne účinky a prípustnosť ako dôkazu v súdnom konaní iba z dôvodu, že je v elektronickej podobe alebo že nespĺňa požiadavky pre kvalifikovaný elektronicke podpis.“.	language takes precedence over all other language mutations hereof. 5.6 This contract when concluded in writing is signed in 2 counterparts from which each party has received 1 counterpart. The contract signed by the electronic signature DocuSign has been received by each party in electronic form. 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. 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.”.
V/In Rohožník dňa/date 15-Apr-2025	V/In Jablonica dňa/date 11-4-2025
Signed by:  98B00707D1FF4A3... darca/ donor Danucem Slovensko a.s. Meno, priezvisko: Gerd Müller Funkcia/Title: člen predstavenstva/B.O.D. Member DocuSign e-mail: gerd.mueller@danucem.com	Signed by:  0D49EF25646145B... obdarovaný/ donee Obec Jablonica Meno, priezvisko: Ing. Silvester Nestarec Funkcia/Title: starosta/ mayor DocuSign e-mail: starosta@jablonica.net
Signed by:  66E0A4DB50F2469... darca/ donor Danucem Slovensko a.s. Meno, priezvisko: Klaus Födinger Funkcia/Title: člen predstavenstva/B.O.D. Member DocuSign e-mail: klaus.foedinger@danucem.com	

Certificate Of Completion

Envelope Id: D7F55B8A-88B3-42D9-A866-351999D7BE10

Status: Completed

Subject: Complete with Docusign: Deň detí v obci Jablonica - DZ2025.docx

Source Envelope:

Document Pages: 4

Signatures: 3

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

Enveloped Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:

Adriana Orthova

42 Fitzwilliam Square

Dublin, Dublin 2 D02 R279

adriana.orthova@danucem.com

IP Address: 195.168.91.42

Record Tracking

Status: Original

4/10/2025 1:39:54 AM

Holder: Adriana Orthova

adriana.orthova@danucem.com

Location: DocuSign

Signer Events

Ing. Silvester Nestarec

obec@jablonica.net

Security Level: Email, Account Authentication
(None)

Signature

Signed by:

Ing. Silvester Nestarec
0D49EF25646145B...

Signature Adoption: Pre-selected Style

Using IP Address: 93.174.176.138

Timestamp

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Signed: 4/11/2025 3:49:42 AM

Electronic Record and Signature Disclosure:

Accepted: 4/11/2025 3:48:46 AM

ID: f49a309e-0c80-4e52-a2b1-151fd7fbc0f8

Gerd Mueller

gerd.mueller@danucem.com

Security Level: Email, Account Authentication
(None)

Signed by:

Gerd Mueller
98B00707D1FF4A3...

Signature Adoption: Pre-selected Style

Using IP Address: 195.168.91.42

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Electronic Record and Signature Disclosure:

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ID: 044b8b95-bce9-4fdb-9a0f-06363cd34a5e

Klaus Foedinger

klaus.foedinger@danucem.com

Managing Director

Security Level: Email, Account Authentication
(None)

Signed by:

Klaus Foedinger
66E0A4DB50F2469...

Signature Adoption: Pre-selected Style

Using IP Address: 91.233.13.17

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Resent: 4/14/2025 6:53:16 AM

Viewed: 4/15/2025 12:04:27 AM

Signed: 4/15/2025 12:04:43 AM

Electronic Record and Signature Disclosure:

Accepted: 4/15/2025 12:04:27 AM

ID: 66d42642-93e4-415c-bf15-4d47a82981f7

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 Updated	Security Checked	4/11/2025 3:13:38 AM
Certified Delivered	Security Checked	4/15/2025 12:04:27 AM
Signing Complete	Security Checked	4/15/2025 12:04:43 AM
Completed	Security Checked	4/15/2025 12:04:43 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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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.

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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.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from CRH Group Procurement Services Ltd.

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to procurement@crh.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with CRH Group Procurement Services Ltd.

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>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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