



# TERMS AND CONDITIONS

valid and effective since 1 September 2016

## 1. BASIC TERMS

- 1.1. "Terms and Conditions"** regulate the rights and obligations of the parties to the Contract, which refers to the Terms and Conditions and where the Customer on the other part, within the meaning of Article 1.4., is in particular acting as buyer or client, and the Supplier on the other part is in particular acting as seller, contractor or provider, as well as the action taken in concluding, amending or terminating such Contracts.
- 1.2. "Customer's Premises"** means a Place of Performance owned by the Customer, or to which the Customer has any other legal title to use. In the Premises, the Supplier is obliged to comply with the internal rules of the Customer to be learnt by the Supplier, and any instructions given by any persons representing the Customer.
- 1.3. "Price"** means a cash payment to be made to the Supplier for its Supply. The price level or the method for its specification is agreed upon in the Contract. The Price is a full, fixed and final price, including any and all costs incurred by the Supplier in respect of the Supply, i.e. including costs of packing, insurance, transport, and possibly travel allowances, royalties, customs duties and administration charges, acquisition of documentation, tests, certifications, price for non-returnable packaging or wear of returnable packaging and price for removal or disposal of waste, etc. The Supplier is entitled to request an advance payment only if specifically stated in the Contract.
- 1.4. "Customer"** means, for the purposes of these Terms and Conditions, any of these companies: ČEZ, a. s., Registration No.: 452 74 649, File No. B 1581 kept by the Municipal Court in Prague, with its registered office in Praha 4, Duhová 2/1444, Postcode 140 53, data box ID: ykqcds6; ČEZ Energetické produkty, s.r.o., Registration No.: 282 55 933, File No. C 135724 kept by the Municipal Court in Prague, with its registered office in Hostivice, Komenského 534, Postcode 253 01, data box ID: ykqkxku, email to receive invoices electronically: cezep@cez.cz; ČEZ Energetické služby, s.r.o., Registration No.: 278 04 721, File No. C 52291 kept by the Regional Court in Ostrava, with its registered office in Ostrava – Vítkovice, Výstavní 1144/103, Postcode 706 02, data box ID: 9dzzkk; ČEZ ESCO, a.s., Registration No.: 035 92 880, File No. B 20240 kept by the Municipal Court in Prague, with its registered office in Praha 4, Michle, Duhová 1444/2, Postcode 140 00, data box ID: r5dsvis; ČEZ ICT Services, a. s., Registration No.: 264 70 411, File No. B 7309 kept by the Municipal Court in Prague, with its registered office in Praha 4, Duhová 1531/3, Postcode 140 53, data box ID: zbsd9i; ČEZ Obnovitelné zdroje, s.r.o., Registration No.: 259 38 924, File No. C 16087 kept by the Regional Court in Hradec Králové, with its registered office at Křižkova 788/2, Hradec Králové, Postcode 500 03, data box ID: ci5xkwx; ČEZ Prodej, s.r.o., Registration No.: 272 32 433, File No. C 106349 kept by the Municipal Court in Prague, with its registered office in Praha 4, Duhová 1/425, Postcode 140 53, data box ID: mcexkw; ČEZ Korporátní služby, s.r.o., Registration No.: 262 06 803, File No. C 55500 kept by the Regional Court in Ostrava, with its registered office at 28. října 3123/152, Moravská Ostrava, Ostrava, Postcode 702 00, data box ID: v5pxkwm; ČEZ Teplárenská, a.s., Registration No.: 273 09 941, File No. B 17910 kept by the Municipal Court in Prague, with its registered office in Říčany, Bezručova 2212/30, Postcode 251 01, data box ID: 943dk9e; ČEZ Zákaznické služby, s.r.o., Registration No.: 263 76 547, File No. C 16425 kept by the Regional Court in Plzeň, with its registered office in Plzeň, Guldenerova 2577/19, Postcode 326 00, data box ID: 6wyxkw; Elektrárna Dětmorovice, a.s., Registration No.: 294 52 279, File No. B 10329 kept by the Regional Court in Ostrava, with its registered office No. 1202, Dětmorovice, Postcode 735 71, data box ID: 3cfj6as; Elektrárna Počarý, a.s., Registration No.: 242 88 110, File No. B 18163 kept by the Municipal Court in Prague, with its registered office in Praha 4, Duhová 1444/2, Postcode 140 53, data box ID: gzcrrhd; ČEZ ENERGOSERVIS spol. s r.o., Registration No.: 606 98 101, File No. C 14400 kept by the Regional Court in Brno, with its registered office in Třebíč, Horka-Domy, Bráfova 1371/16, Postcode 674 01, data box ID: h7axkvc, email to receive invoices electronically: kosmakova@cezenergoservis.cz; Elektrárna Tisová, a.s., Registration No.: 291 60 189, File No. B 1683 kept by the Regional Court in Plzeň, with its registered office at Tisová 2, Březová, Postcode 356 01, data box ID: emoj5b; Energocentrum Vítkovice, a. s., Registration No.: 039 36 040, File No. B 20536 kept by the Municipal Court in Prague, with its registered office in Praha 4, Michle, Duhová 1444/2, Postcode 140 00, data box ID: cv86f5e; Energotrans, a.s., Registration No.: 471 15 726, File No. B 1784 kept by the Municipal Court in Prague, with its registered office in Praha 4, Michle Duhová 1444/2, Postcode 140 00, data box ID: r6pukz; Telco Pro Services, a. s., Registration No.: 291 48 278, File No. B 18830 kept by the Municipal Court in Prague, with its registered office in Praha 4, Michle, Duhová 1531/3, Postcode 140 00, data box ID: id6pgkc; Inven Capital, investiční fond, a. s., Registration No.: 02059533, File No. B 19323 kept by the Municipal Court in Prague, with its registered office at Pod křížkem 1773/2, Braník, Praha 4, Postcode 147 00, data box ID: 5inyxy4; ČEZ Inženýring, s.r.o., Registration No.: 027 35 385, File No. C 223188 kept by the Municipal Court in Prague, with its registered office in Praha 4, Michle, Duhová 1444/2, Postcode 140 00, data box ID: 578ehqb; ČEZ Distribuční služby, s.r.o., Registration No.: 268 71 823, File No. C 32437 kept by the Regional Court in Hradec Králové, with its registered office in Hradec Králové, Pražské Předměstí, Riegrovo náměstí 1493/3, Postcode: 500 02, data box ID: ptfxkt; Elektrárna Dukovany II, a.s., Registration No.: 046 69 207, File No.: B 21250 kept by the Municipal Court in Prague, with its registered office: Duhová 1444/2, Michle, 140 00 Praha 4, data box ID: zcwnwf; Elektrárna Temelín II, a. s., Registration No.: 046 69 134, File No.: B 21251 kept by the Municipal Court in Prague, with its registered office: Duhová 1444/2, Michle, 140 00 Praha 4, data box ID: 95xewnb; MARTIA, a.s., Registration No.: 25006754, File No. B 866 kept by the Regional Court in Ústí nad Labem, with its registered office at Mezni 2854/4, Severní Terasa, 400 11 Ústí nad Labem, data box ID: kwhe4hy, email to receive invoices electronically: uctarna@martia.cz. Unless otherwise provided for above, the address to be used by all the above listed companies to receive invoices electronically is "podatelna@cez.cz". Sending invoices electronically is not possible with the companies where specifically mentioned above. "Supplier" means, for the purposes of these Terms and Conditions, an entity that has concluded the Contract with the Customer.
- 1.5. "Place of Performance"** means an area agreed upon for the delivery of goods, handover of the Work or provision of any other Supply.
- 1.6. "Non-public Information"** means, irrespective of the method of its disclosure or recording, information, which constitutes a certain value for the Customer and is not generally known to the public. This shall mainly refer to information of commercial, manufacturing, technical or economic nature related to its operations, in particular drawings, sketches, samples, technical solutions, know-how, marketing methods and information, price lists, price policies, business methods and strategies, contracts and contractual relationships with customers and suppliers, this Contract, analyses and research, internal control documents and records, identified weaknesses and risks, software (including object and source codes), database technologies, systems, structures and architectures, and commercial secrets under Section 504 of the Civil Code.
- 1.7. "Civil Code"** means Act No. 89/2012 Coll., the Civil Code, as amended.

1.8. **"Authorized Representative"** of the Party means a person authorized to bind the Party and to conclude, amend, confirm or terminate the Contract. If this is the person authorized to represent the Supplier under the Civil Code, the Customer shall be provided with a proof of his/her position or function. In other cases, the Supplier's Authorized Representative is obliged to have a written valid full power of attorney in respect of the activities stated above, which the Supplier's Authorized Representative is required to submit to the Customer.

1.9. **"Supply"** means a common designation for the Work, delivery of goods by way of purchase, promotion and advertising of the Customer, its products and services or any other type of supply. Where general binding legislation provides for the quality, quantity, measure, weight, workmanship, as appropriate, for the Supply, the Supply is without defects only if it has the characteristics provided for in legislation or required by the Contract. The Supply shall not include any substances hazardous to health; this is without prejudice to Article 6.5., second and subsequent sentences. The Supplier is obliged to provide the Customer with the Supply in accordance with the Contract, relevant regulations, in a due and timely manner, and with professional. The Customer may be only provided with the Supply under valid and effective Contract.

1.10. **"Contract"** means a written manifestation of intention of the Parties, stipulating the mutual rights and obligations between the Parties. The Contract is concluded by confirming in writing the draft Contract without reservations and supplements (adopting the draft Contract with addendum or derogation is excluded), in which case a scan of the signed document shall be considered as written form. The Contract may be also concluded by fulfilling the tasks referred to in the written draft Contract sent to the Supplier by the Customer. The Terms and Conditions, documents referred to in the Contract or in the Terms and Conditions, as well as any and all annexes to the Contract, as appropriate, form an integral part of the Contract.

The ČSN, ČSN EN standards expressly mentioned in the Contract, as well as any other documents and information submitted to the Supplier by the Customer in the context of the Supply, are also part of the Contract. The Supplier is obliged to acquaint itself with all the information, data and any other documents, which are part of the Contract and relate to the Supply. If any information, data or value submitted to the Supplier is insufficient, incomplete or inaccurate to the extent that could affect the proper completion of the Contract, in such case the Supplier is obliged to specify and/or obtain missing information and data. By concluding the Contract, the Supplier assumes the risk of change of circumstances under Section 1765(2) of the Civil Code.

## 2. SPECIAL PROVISIONS TO THE PURCHASE CONTRACT

- 2.1. The Supplier is obliged to deliver the goods to the Customer to the Place of Performance at its own costs and at its own risk.
- 2.2. The Supplier is obliged to duly label the goods and the packaging with the company and the address agreed as the Place of Performance.
- 2.3. If, under the Contract, the goods are to be delivered to the warehouse of the Customer, instructions for storage, storage controls and maintenance, and the shelf life indicated must be provided with the goods.
- 2.4. In addition to the documents agreed in the Contract, laid down by legislation, the documents submitted to the Customer by the Supplier in normal business practice or the documents otherwise needed for further use of the goods, the Supplier shall attach a delivery note to each shipment so as to be visible and protected against weather effects and transport at the same time. For grouped shipments, the Supplier shall indicate all Contract numbers, under which the goods were loaded, in the header of the shipment as well as in the delivery note. At the same time, the Supplier is obliged to mark the individual types of goods with the Customer's Contract number. The precise specification of the number of pieces (metres) and weight must be indicated in the header of the shipment as well as in the delivery note. For shipments consisting of several packages, the package, which includes the delivery note, should be marked.
- 2.5. When the Supplier is committed to produce (fabricate) the Supply in accordance with the requirements of the Customer or to assemble or activate the Supply in the Customer's Premises, the relevant provisions of Article 3 apply accordingly.

## 3. SPECIAL PROVISIONS TO THE CONTRACT FOR WORK

- 3.1. The Customer is entitled to instruct the Supplier as to how the Work is to be executed. The Supplier is obliged to ensure that the Work will be executed by personnel with the requisite professional competence and qualification conforming to the relevant regulations for Work execution. The Customer is entitled to request proof of the relevant authorizations for this activity.
- 3.2. Where normal in the course of trade, the Supplier shall additionally provide the certificate of quality and completeness, material certificate and any other technical documentation forming part of the Supply, operating and maintenance instructions in Czech language and guarantee certificate to the material used for executing the Work.
- 3.3. When executing the Work, the Supplier is obliged in the cases required by general binding legislation, the Customer or if normal in practice, to keep the Construction/ Assembly Logbook (hereinafter referred to as the "Logbook") on a continuous basis to record data concerning the method of performance of the Work, in particular data concerning the conditions of work during implementation, progress of work and quality of work, and justification of any derogation from the project documentation, etc. The Customer and national supervisory bodies are entitled to make entries in the Logbook, in particular on the weakness found and requirements for correction. All entries must be dated and signed. The Supplier is obliged to submit the logbook on request and to enable the Customer to make extracts or copies thereof.
- 3.4. The Work includes a commitment of the Supplier to ensure transport of the Work, unless it is executed in the Premises of the Customer.
- 3.5. The Customer is entitled to check on compliance with the legal, contractual and technical requirements for occupational health and safety (OHS), fire protection (FP) and environmental protection (EP) by the Supplier during Work execution.
- 3.6. If any metal waste/scrap is produced during Work execution, which was previously part of the property of the Customer, it is then the property of the Customer. The Supplier is obliged to cut the scrap, sort it as instructed by the Customer and store it in the place designated by the Customer.
- 3.7. The Supplier is obliged to hand over the Work to the Customer in the Place of Performance, at the time of Supply, to the extent, in the quality and manner under the Contract.

#### 4. SPECIAL PROVISIONS TO THE CONTRACT FOR ADVERTISING PARTNERSHIP

- 4.1. The Supplier is obliged to provide the Supply according to the brand designs provided. The Manual for the Uniform Visual Style of the CEZ Group including logotype is available on the website [www.cez-brand.cz](http://www.cez-brand.cz)
- 4.2. The Supplier shall submit the proposals for Supply in electronic form to the Customer for approval. The Customer shall comment on such proposals within five days from the submission thereof; if the Customer fails to provide its comments, the proposals for Supply shall be deemed to be agreed with by the Customer. The Supplier is obliged to modify the proposals, having regard to the requirements of the Customer, and shall have the modifications again approved by the Customer.
- 4.3. The Supplier undertakes to submit the Supply documentation to the Customer on data carrier within ten days after the expiry of the period of completion of the Contract. If the Customer raises no objections in writing within five days, the Supply shall be deemed to be completed in a proper manner.
- 4.4. The Supply documentation (copy of the Contract, handover certificate and Supply documentation sorted and described under the Contract) must be submitted to the Customer in binder in both paper and electronic format on USB data carrier.
- 4.5. The Supplier shall document the Supply provided via television and radio broadcasting with a list of the spots, reports, etc., broadcasted as well as a spot with Customer's logotype/logo. Invitation to the event broadcasted without naming the Customer or presenting the Customer's logotype or logo is not the Supply.
- 4.6. The Supplier shall document the Supply provided via the national or regional media with a list of newspapers and magazines and copies or scans, which must legibly show the Customer's logotype or logo.
- 4.7. The Supplier shall document the Supply consisting in posters, leaflets, tickets, programmes, books and other printed publications with a list with the numbers, places and period of time, where and when they were distributed, as well as with the original or scanned publications.
- 4.8. The Supplier shall document the Supply consisting in the advertising on billboards, citylights and other large-format advertising, as well as advertising on boards, desks, tarpaulins, banners and cars with a list with the numbers, places and period of time, where and when (under what event) they were placed, as well as with the photo documentation with the Customer's logotype or logo.
- 4.9. The Supplier shall document the Supply consisting in the advertising on the website with a copy of the relevant website (printscreen), where the Customer's logotype or logo was placed, and with a written statement of the Supplier concerning the period of time when the Customer's logotype or logo was placed on the website.
- 4.10. The Supplier shall mark the photo documentation of holding an event with the relevant paragraph of the Contract and description. The photo documentation must clearly show that the advertising carrier or promotion booth of the Customer is located in the place of the event under the Contract.
- 4.11. The Customer shall document oral promotion of the Customer with an audio or audio-visual recording, identifying the relevant passages and, where appropriate, written affidavit of the Supplier.
- 4.12. If in the course of Supply implementation the Customer finds that the Supplier performs defectively, the Customer is entitled to require the Supplier to immediately take remedial actions but not later than on the following day.
- 4.13. The Supplier agrees with the possible publication of data concerning the Contract.

#### 5. OHS COORDINATION

- 5.1. Within the meaning of Section 101(3) of the Labour Code, the Parties agree that in the case employees of two and more employers will carry out their tasks in the Place of Performance, the Customer shall coordinate the implementation of measures to protect employees' safety and health, and methods of securing them until the site has been taken over by the Supplier (hereinafter referred to as the "OHS Coordination"). From the moment of the site handover the OHS Coordination will be ensured by the Supplier in agreement with the document "Code of Ethics in ČEZ, a. s." available on the website <http://www.cez.cz/cs/o-spolecnosti/pro-dodavatele/pravidla-chovani.html> or, in the case of performance in nuclear power plants, in agreement with the shared documentation ČEZ\_SD\_0006 "OHS and Occupational Hygiene" in the current revision. Prior to the commencement of Supply, the Parties shall exchange the information concerning the risks resulting from their activities. The Supplier is not allowed to start the implementation of Supply without receiving such information.
- 5.2. If any construction works and activities established in Annex 5 to Government Regulation No. 591/2006 Coll., as amended, which expose an individual to an enhanced danger to life or injury to health, are to be carried out in the Place of Performance, as well as in cases when the Supplier in executing the Work meets the criteria of Section 15(1) of Act No. 309/2006 Coll., Stipulating Further Requirements for Occupational Health and Safety, as amended, the Supplier shall ensure preparation of an Occupational Health and Safety Plan prior to the commencement of work. If any project documentation has been prepared separately for the execution of the construction Work, which also includes the Occupational Health and Safety Plan, the Customer undertakes to inform the Supplier that the OHS Plan has been prepared. The Supplier undertakes to provide the Customer with information by filling in the questionnaire about the extent and method of the execution of works (form can be found on the website <http://www.cez.cz/cs/o-spolecnosti/pro-dodavatele/pravidla-chovani.html> or will be submitted by the Customer to the Supplier for filling in, on the day of conclusion of the Contract, but not later than fifteen days before takeover of the Place of Performance). The Supplier shall submit the original of the completed questionnaire to the attention of the contact person in technical and implementation matters. In addition, the Supplier undertakes to provide the Customer with cooperation to meet the obligations pursuant to Act No. 309/2006 Coll., as amended.

#### 6. PARTIES' RIGHTS AND OBLIGATIONS IN CONTRACT PERFORMANCE

- 6.1. The Supplier is obliged to enable the Customer to examine the Supply at any time until its handover (submission), in particular before covering any critical parts of the Supply, in the manufacturing plant, during transport as well as in the Place of Performance.
- 6.2. In the case of delivery delivered to the Place of Performance outside the warehouse, the Supplier is obliged to notify the Customer's person named in the Contract of the delivery of Supply by electronic mail or by phone, not later than three working days before the planned date of delivery. The Customer is not obliged to accept the Supply before the date agreed.
- 6.3. Any items, which form part of the Supply, must be new and unused, and must have their quality, quantity, measure, weight, workmanship, as appropriate, provided for by the Contract and legislation, and are free of defects, and comply with the binding technical, hygiene and safety standards and legislation. If the quality and workmanship of the Supply are identified according to the sample or model, the Supplier is obliged to hand over (submit) the Supply with the characteristics of the sample or model submitted by the Customer.
- 6.4. The Supplier is obliged to deliver the Supply, which does not contain any substances whose use is restricted or prohibited by general binding legislation, in particular polychlorinated biphenyls (PCBs), asbestos, chlorine, fluorine or mercury. In the event that the Customer requires the Supplier to deliver the Supply containing such substances, the Supplier is obliged to notify the Customer thereof before conclusion of the Contract, unless the nature of item implies otherwise. The Supplier is obliged to deliver the goods, which are

classified as dangerous substances or dangerous mixtures under Act No. 350/2011 Coll., on Chemical Substances and Chemical Mixtures, as amended, and ensure the transport thereof in a properly labelled container and with the relevant Material Safety Data Sheets. The Material Safety Data Sheets of chemical substances and mixtures (under Regulation (EC) No 1272/2008 of the European Parliament and of the Council on classification, labelling and packaging of substances and mixtures), the Exposure Scenario (under Regulation (EC) No 1907/2006, as amended, concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH)), and the CERTIFICATE and Material Data Sheet (unless submitted as part of the material safety data sheet) must be submitted to the Customer free of charge on paper as well as electronically at the address: [bezpecnostni.listy@cez.cz](mailto:bezpecnostni.listy@cez.cz), at the latest at the time of the delivery of such chemical substances and mixtures, as well as the later revisions thereof immediately after their production. The Supplier shall indicate the "Use by date" or the "Best before" on the packaging and in the delivery note. If the Material Safety Data Sheet, Exposure Scenario, CERTIFICATE or Material Data Sheet is not submitted at the latest together with the delivery of goods, or the "Use by date" or the "Best before" is not indicated, or more than 1/3 of the expiration date (minimum storage life) has already elapsed at the time of the delivery, then such delivery shall be considered defective. If the chemical substance or mixture to be delivered is not classified as dangerous under the above mentioned act, the Supplier shall submit its statement together with the goods that the chemical substance or mixture has not dangerous properties.

6.5. In particular, the Supplier is obliged to submit the following documents in Czech language, along with the Supply, to the Customer: Operating and Maintenance Instructions, Certificate of Conformity, Material Safety Data Sheet of Chemical Substances and Mixtures, Certificate of Quality and Completeness, Material Certificate and any other technical documentation forming part of the Supply. In the event that the use of Supply is subject to the approval of the state authority or any other authority provided by law (for example, state or authorized testing laboratory), the Supplier is obliged to deliver an official decision or certificate of approval.

6.6. In the event that the Supply is included among items whose import is subject to the import permit under European Communities legislation, the Supplier is obliged to act and fulfil all the obligations laid down by this legislation. The Supplier from the Czech Republic (with its registered office in the Czech Republic) is obliged to also obey Act No. 594/2004 Coll., Implementing the European Community Regime for the Control of Exports, Transfer, Brokering and Transit of Dual-Use Goods and Technologies, as amended, and Act No. 18/1997 Coll., on Peaceful Utilisation of Nuclear Energy and Ionising Radiation (Atomic Act), as amended, and the implementing decrees thereof. If the Supply is included among items subject to the import permit only in the course of performance of the Contract, the Supplier is obliged to immediately notify the Customer thereof. It is impossible to deliver any nuclear item without the authorization for import.

6.7. The Supplier is not entitled to any additional payments and extensions of the Period of Supply due to misinterpretation of any supporting documents related to the Supply.

#### 7. PERFORMANCE HANDOVER AND ACCEPTANCE

- 7.1. The Customer is obliged to take over the Supply from the Supplier only if it would be handed over (delivered) duly, i.e. according to the conditions laid down by the Contract and in accordance with general binding legislation. The Customer can take over the Supply even if it contains defects not preventing its proper and safe use; this is without prejudice to its right relating to defects.
- 7.2. Together with the Supply, the Supplier shall hand over to the Customer the draft written confirmation of Supply handover and takeover, in which the Supplier will declare that the Supply was delivered properly.
- 7.3. In the event that any defects are listed in the written confirmation of Supply handover and takeover, the Supply shall be deemed to be taken over by the Customer subject to elimination of all the defects listed within the specified time limit; if no time limit is specified, the Supplier is obliged to eliminate the defects immediately, within 15 days at the latest.
- 7.4. The Supplier shall carry out the tests, through which the Supplier demonstrate compliance of the Supply delivered with the Contract, in the presence of the Customer and shall bear all costs associated therewith, even in the case of the tests repeated due to failure to demonstrate the parameters of the Supply established in the Contract.
- 7.5. The Customer is obliged to take over the Supply only on weekdays between 7.00 a.m. and 3.00 p.m. The Supplier is obliged to deliver the Supply in the Place of Performance agreed upon in the Contract in the DDP commercial parity - according to the INCOTERMS 2010.
- 7.6. The Supplier is obliged to package the Supply, if it is material item, in such a way to avoid its damage or destruction. Unless otherwise specified in the confirmation of Supply handover and takeover (delivery note, etc.), the packaging, in which the Supply is delivered, shall be considered as non-returnable and is included in the Price. The Supplier is obliged to take back from the Customer any returnable packaging and used products, which are covered by the obligation of their take-back according to applicable legislation.
- 7.7. The Supplier is obliged to label always piece and postal items on the outside of the packaging with the Customer's Contract number.
- 7.8. In the event that the Supply is performed in the Premises of the Customer, the Customer shall hand the Place of Performance over to the Supplier in writing. If the Supplier provides the Supply in the Premises of the Customer, for which the rules of conduct or similar rules have been set out by the Customer, the Supplier is responsible for ensuring and, at the same time, undertakes to ensure that its personnel, personnel of its subcontractors, as well as self-employed persons, who perform any activity for the Supplier as part of the Supply (hereinafter referred to as the "Supplier's personnel"), fulfil the obligations set out in such documents, in particular in the document available on the website <http://www.cez.cz/cs/o-spolecnosti/pro-dodavatele/pravidla-chovani.html> - "Code of Ethics in ČEZ, a. s." - applicable to certain Premises of the Customer. By signing the Contract, the Supplier confirms its familiarization with the Code mentioned. If, during Supply implementation, there is a change in this Code or any other internal rules, the Supplier shall be notified thereof in writing and shall take full responsibility for ensuring compliance with the updated text of the Code by all the aforementioned persons and entities.
- 7.9. If the Place of Performance is in the guarded area of the nuclear power plant (hereinafter referred to as the "NPP"), the following also applies:
- 7.9.1. The Supplier is obliged to perform the Contract while complying with the internal regulations of the Customer referred to on the current "List of Binding Documents for Suppliers" (hereinafter referred to as "ZDD") and to abide by the conditions set out therein (separately for Temelín NPP and Dukovany NPP). The Customer shall notify the Supplier of the method and how to become familiar with ZDD. ZDD is a set of documents, which includes internal regulations of the Customer to be observed by the Supplier and its personnel. In addition, the Supplier is obliged to perform the Contract while observing any other internal regulations of the Customer, which are not included in ZDD and which the Supplier obtain or for which the method and how to become familiar with them was communicated to the Supplier. This is without prejudice to the Supplier's obligation to fulfil the obligations arising from legislation and from the Contract. Repeated breach of these obligations and rules shall be deemed substantial breach of the Contract where the Customer may withdraw from the Contract. Prior to work commencement, the Supplier is obliged to provide its personnel with provable training in these rules and regulations and ensure compliance therewith. The Customer is entitled to control fulfillment of this obligation and shall make an entry relating to the result of this control, usually in the logbook.
- 7.9.2. The Supplier must send its personnel, who will enter the NPP, to participate in training within the meaning of the Customer's shared documentation No. ČEZ\_SD\_0017

"NPP Suppliers' Personnel Training" and the methodology ČEZ\_ME\_0899 "Ensuring Compliance with Safety Requirements for Physical Protection, Nuclear Material and Nuclear Installation", in the current revision, submitted in ZDD, ensure compliance with the Customer's conditions for entering of personnel into the NPP and is responsible for observing regime measures and emergency preparedness at all of its workplaces located therein. The Supplier undertakes to ensure that its workers, who will enter the NPP, will observe the provisions of the shared documentation No. ČEZ\_SD\_0006 – "OHS and Occupational Hygiene" in the current revision transmitted in the Binding Documents for Suppliers and shall ensure that its workers will be familiarized therewith. Repeated breach of these obligations shall be deemed substantial breach of the Contract where the Customer may withdraw from the Contract.

7.9.3. The Supplier undertakes that its employees, who are used by the Supplier to complete the Scope of Supply (including suppliers), if they enter the area of Dukovany NPP or Temelin NPP, comply with the conditions set out in Act No. 18/1997 Coll., as amended ("Atomic Act") and related legislation and are of probity within the meaning of Section 11(1) of the Atomic Act.

7.9.4. If the Supply is provided in the area of Dukovany NPP or Temelin NPP, the Supplier is obliged to comply with all internal regulations and instructions of the Customer relating to occupational safety and hygiene, fire and technological safety, waste disposal, maintenance of good order and regime measures about the movement of persons and transport of material in the area of Dukovany NPP or Temelin NPP, which the Supplier demonstrably obtained. The Supplier is also responsible for the behaviour of its personnel and of personnel of its subcontractors. In addition, the Supplier undertakes to comply with the instructions relating to the ban on the use of radio stations and mobile phones within the meaning of the regulation P248j – Dispatching and Telecommunication Technology. Radio stations and mobile phones must be turned off in all areas and rooms marked with a warning sign, especially in the following areas of the main generating units: turbine hall, longitudinal intermediate room, transversal intermediate room, dieselgenerator station. Prior to work commencement, the Supplier is obliged to provide its personnel and subcontractors with training in these rules and regulations and ensure compliance with them by its personnel and subcontractors.

7.9.5. In the field of radiation protection, the Supplier's obligations and the Supplier's cooperation shall be governed by the internal regulations included in ZDD.

7.9.6. The Customer is the producer of waste generated in the guarded area of the nuclear power plant in connection with the Supply. The Supplier shall perform the Supply while respecting the provisions of ZDD (in particular ČEZ\_SD\_0010).

7.9.7. The Supplier is the producer of waste generated outside the guarded area of the nuclear power plant in connection with the Supply. All operations relating to handling of waste generated in connection with the Supply including the handling, transport and disposal shall be ensured by the Supplier. The Supplier shall respect Act No. 185/2001 Coll., as amended, during the Supply. This activity is included in the Contract Price. This is without prejudice to the provisions of Article 3.6.

7.9.8. The Customer undertakes to ensure to take appropriate urgent protective actions to protect Supplier's personnel in the NPP in an emergency (sheltering, iodine prophylaxis, evacuation). The Supplier is obliged to ensure the participation of its employees in emergency exercises, if any, without claiming financial compensation for this participation. In the event of an emergency event the Supplier's workers are obliged to follow the instructions by the shift engineer and emergency staff of the Customer.

## 8. TRANSFER OF OWNERSHIP RIGHT, TRANSFER OF RISK OF DAMAGE TO AN ITEM

8.1. Ownership right to any item, which is part of the Supply, shall be transferred to the Customer from the Supplier at the time of completion or payment (payment shall also mean an advance payment), whichever is the earlier.

8.2. Irrespective of the acquisition of ownership right to the item, the liability for it and for its protection together with the risk of its loss, destruction or damage or any other injury is transferred to the Customer from the Supplier at the time of signature of the written confirmation of Supply handover and takeover between the Supplier and the Customer.

8.3. The risk of damage, accidental loss and destruction of any item, on which the Supplier is intended to carry out Supply, and all the items and equipment taken over, passes over to the Supplier by handing over and taking over the item or equipment or workplace. It passes over back to the Customer by handing over and taking over the Supply.

## 9. PAYMENT TERMS

9.1. Payments shall be always made on the basis of invoice issued by the Supplier. The date of handover and takeover of the Supply stated in the confirmation of Supply handover and takeover will be the date of taxable transaction.

9.2. The Supplier's entitlement to the payment shall be supported by the invoice with a proper description of the Supply as well as other required documents under the Contract. The Customer shall pay the Supplier the Price under the Contract after the receipt of the invoice and the written confirmation of Supply handover and takeover signed by the Authorized Representatives of both Parties documenting the takeover (delivery) of the Supply.

9.3. Any payments shall be made in the form of non-cash transfers to the Supplier's bank account specified in the Contract or in the invoice. For the price of supply exceeding more than twice the amount under the act regulating payment in cash constraints, in which case the obligation is stipulated to make the payment in the form of non-cash transfer, it is agreed that this bank account must be a bank account with a national provider of payment services and published in the manner allowing for remote access pursuant to Section 96(2) of Act No. 235/2004 Coll., on Value Added Tax, as amended (hereinafter referred to as the "VAT Act"). The bank details may be changed by means of a written notification delivered to the Customer not later than together with the relevant invoice. This notification must be signed by the Authorized Representative of the Supplier. Any change in the bank details shall meet the aforementioned requirements, i.e. this bank account must be a bank account with a national provider of payment services and, if appropriate, must be published in the manner allowing for remote access.

9.4. Payments shall be made within thirty days starting from the day following the delivery of the invoice to the Customer. The Customer shall not fall behind on payment of the invoice if the amount corresponding to the Price was debited from the Customer's account in favour of the Supplier's account not later than the last day of its due date.

9.5. In the event that the Customer takes over the Supply with minor defects, which will not prevent the safe use of the Supply, the right of the Supplier to receive payment of the Price in the amount of ten percent of the Price under the Contract is established only after elimination of all defects (hereinafter referred to as "retention sum"). In the event of failure to eliminate any defect listed written confirmation of Supply handover and takeover or delay in eliminating any defect within the agreed time limits, the Customer is entitled to eliminate the defect, with the costs incurred to the Customer due to such elimination to be included in this retention sum by written notification sent to the Supplier. The Customer shall pay the Supplier the remaining amount of the Price within thirty days from the date of bilateral signature of the report on elimination of all defects.

9.6. Opening of the insolvency proceedings with respect to the Supplier, which results in bankruptcy or rejection of the proposal for lack of property, as well as putting the Supplier into liquidation gives the Customer entitlement to a discount on the Price in the amount of ten percent as lump-sum compensation of costs incurred by the Customer in relation to

possible elimination of defects in the Supply, which the Customer will not be able to solve although it will be its contractual obligation.

9.7. The Supplier becomes entitled to issue the invoice on the day of Supply handover and takeover.

9.8. The invoice shall contain information pursuant to Section 435 of the Civil Code, as amended, and shall contain the essentials prescribed for an accounting and tax document under legislation and, on top of that, the Customer's Contract number and Supplier's bank details. An advance payment document and for non-payers of VAT, the invoice shall contain: identification "advance payment document" or "invoice", its number, payment period, date of issue, company, registered office, registration number and VAT registration number of both Parties, name and place of residence for natural person and, if appropriate, Supplier's place of business, identification of the financial institution and bank account number of the Supplier, identification of the Supply, invoiced amount, settlement of advance payments, if any, name of the person responsible for issuing the advance payment document or invoice (hereinafter referred to as the "invoice") and other essentials requested in the Contract. The invoice shall always include the Customer's Contract number.

9.9. In the case any invoice fails to meet the requirements specified in the Contract or the Supplier's bank details and account number are in contradiction with the Contract or in contradiction with the written notification of its change, the Customer shall return such invoice to the Supplier with a request to issue a new invoice. Upon the receipt of the new, completed or corrected invoice, a new due date for the Price starts. All bank charges and fees incurred by the Customer and associated with the payment of the Price shall be paid by the Customer; any other bank charges and fees associated with the performance of the Contract shall be paid by the Supplier and are included in the Price. In the event that, pursuant to Section 109 of VAT Act, the Customer as recipient of Supply is liable for the unpaid tax, the Customer is entitled to pay the tax for the Supplier directly to the tax authority of the Supplier. The Customer shall notify the Supplier of the fact that the payment was made. The amount paid in this manner shall reduce Supplier's debt.

9.10. The invoice must be sent to the Customer to the address for invoices. The Customer shall bear no liability for default of payment of the Price if the invoice will accompany the consignment.

9.11. Invoices and, where applicable, advance payment documents issued in a paper form must be in paper A4 format, single-sided printing, on standard office paper with basic weight of 80g/m<sup>2</sup>, scannable (copyable) black-and-white without losing information value, readable and with maximum number of five pages per invoice or advance payment document.

9.12. The Supplier is entitled to issue the invoice electronically (PDF/A format), in which case each of such issued document and its annex/annexes will constitute a single document that will be provided with a qualified electronic signature or electronic mark, based at the time of the receipt of invoice on the valid certificate of the qualified certification authority. Sending of the unsigned invoices is also acceptable provided they are sent by e-mail to be signed according to the rules mentioned above.

9.13. Sending of the invoice to the data box of the Customer is also acceptable. In this case, the electronic signature is not required.

9.14. The time of the receipt of e-mail or the time of the delivery of data message to the box of the recipient shall be deemed to be the date of the delivery of electronic invoice.

## 10. QUALITY GUARANTEE

10.1. The Supplier undertakes that the Supply will be, for a warranty period, qualified for the purpose set out in the Contract and if no such purpose is agreed, then for the normal purpose, and that it will have the agreed or normal characteristics, as appropriate. The warranty period shall end with the expiry of twenty-four months and, for building, sixty months from the day on which the Supply was taken over by the Customer.

10.2. The Customer has not any right relating to defects only if the Supplier proves that the defect occurred as a direct consequence of the fact that the Supply was not used in accordance with the Contract in this warranty period. Until the Supplier proves that it is not liable for such defect, it is presumed that the Customer has the rights relating to defects and the Supplier is obliged, if requested by the Customer in that period, to eliminate the defect as if the Customer has the rights relating to defects. In the event that the Supplier demonstrates that the Customer has not any right relating to defects, the Supplier is obliged to continue to eliminate such defects, unless otherwise specified by the Customer; in such case, the Customer shall reimburse the Supplier all associated reasonable costs. The same applies accordingly to those cases where it turns out additionally that the Customer had not any right relating to defects.

10.3. The Customer shall enable the Supplier to access the Supply in order to examine the reported defect without unreasonable delay depending on the operational capacity of the Customer. The Supplier is obliged to initiate elimination of the defect within forty-eight hours after the reporting of defect or, as appropriate, within the reasonable time limit set out by the Customer with regard to the nature of the defect and its operational capacity. The Supplier is obliged to continuously continue to eliminate the defect deploying optimal staffing, optimal equipment and where permitted by conditions at the workplace, in shift work and to eliminate the defect not later than within the time limit agreed between the Parties and where such time limit is not agreed, not later than 15 days from the day on which the Customer received the notice of defect. Otherwise, this is delay in eliminating the defect, unless a new time limit is set by the Customer. In the event that the Supplier fails to initiate elimination of the defect within the specified time limit or is otherwise in default in its elimination, the Customer is entitled to eliminate the defect itself or have it eliminated, at the expenses of the Supplier.

10.4. The Supplier is obliged to reimburse the Customer all reasonable costs incurred by the Customer in relation to defect elimination. The reimbursement of such costs shall be due thirty days after the receipt of the relevant invoice of the Customer.

10.5. The replaced or newly delivered part of the Supply in the warranty period are covered by the new warranty period, which shall start on the day of putting the replaced or newly delivered part of the Supply into operation.

10.6. Elimination of any defect shall not affect the Customer's right to the Contractual Penalty and compensation for the damage. During the handling of any complaint concerning a defect, the warranty period in relation to the whole Supply stops from the enforcement of a claim to the day on which the claim was finally settled, i.e. the warranty period continues to run after the claim in question was finally settled.

## 11. COPYRIGHT

11.1. Where the scope of Supply or any part of the Supply meets the conditions of a copyright work, the Supplier shall include the granting of licence to the Customer to use such work. This is non-exclusive licence, unlimited in terms of time (for the duration of property rights), quantity and territory, to both the developed copyright work as a whole and the individual parts thereof, to the extent to all the known methods of use of the Work, in particular those allowing for changing, amending and extending the copyright work, together with the right to sublicense. By concluding the Contract, the Supplier gives the Customer its written consent to sublicense, as appropriate. The Supplier agrees that the Customer is entitled to allow for using the copyright work (licence) also by persons controlled by it, controlling it or having the joint controlling person with the Customer; the Price of the licence is included in the Price and includes also the compensation for the author's right to appropriate additional remuneration.

11.2. The Customer is entitled to use such developed copyright work only in accordance with its specification and under the Contract terms and conditions.

11.3. Should the Supplier perform the Contract with the use of an outcome of the activities of any third entity, protected by industrial or other intellectual property right, copyright, etc., and should an entitled person make a claim following therefrom in relation to the Customer, the Supplier shall make at its own costs the settlement of any property claims and is liable for any damage incurred by the Customer.

11.4. The Customer has the rights to use the documentation provided under the Contract as follows:

11.4.1. The Customer is entitled to provide the documentation obtained under the Contract to the necessary group of third parties, who will carry out for the Customer the activities associated with operation, repair, maintenance, improvement of and investments in the equipment, which is part of the Supply, including use in any tender for such activities, as appropriate. The Customer shall not use the documentation in excess of the extent agreed in the Contract and shall not use it to repair, maintain or operate equipment of any third party, shall not manufacture any new similar equipment for the needs of third parties and shall not provide the aforementioned documentation to any third party for the above activities for their benefit or for the benefit of other persons;

11.4.2. The Customer is entitled to use the aforementioned documentation for the purposes of operation, repair, maintenance, improvement of or investments in any existing similar equipment or for the purposes of production of any new similar equipment that is or will be the property of the Customer and disclose this documentation to the necessary extent to group of third parties, who will carry out for the Customer the above specified activities on the basis of the tender.

## 12. CONTRACTUAL PENALTIES, INTERESTS ON LATE PAYMENTS

12.1. If the Supplier fails to fulfil the obligation to meet the time limit or date, in particular the date of Supply, the Customer is entitled to request the Supplier to pay a contractual penalty in the amount of 0.5% of the Price for each, even commenced, day of delay and for each unfulfilled obligation separately.

12.2. In case of delay of the Supplier in initiating the elimination of any claimed defect, the Customer is entitled to request the Supplier to pay a contractual penalty in the amount of CZK 1,000 for each, even commenced, day of delay and defect.

12.3. In case of delay of the Supplier in eliminating any claimed defect, the Customer is entitled to request the payment of contractual penalty in the amount of CZK 1,000 for each, even commenced, day of delay and defect.

12.4. For delay of the Supplier in handing over (returning) the Place of Performance, the Customer is entitled to request the Supplier to pay a contractual penalty in the amount of CZK 1,000 for each, even commenced, day of delay.

12.5. In case of breach of the rules and regulations under Article 7.9., the Supplier is obliged to pay the Customer a contractual penalty in the amount set out in Annex to the methodology ČEZ\_ME\_0342 – "Application of Restriction Measures in NPP" in the current revision and, furthermore, the Customer reserves the right to restrict or avoid the access of the personnel of the Supplier or its subcontractors to the areas of NPP and to expel those persons present to whom this breach relates. Where the amounts of contractual penalties for breach of the internal regulations of the Customer are not referred to in Annex to the methodology ČEZ\_ME\_0342 – "Application of Restriction Measures in NPP" in the current revision, the contractual penalty for each individual case of breach of the regulations mentioned above amounts to CZK 1,000.

12.6. In case of infringement of the obligation concerning protection of Non-public Information, the Party infringing its obligation shall pay the other Party a contractual penalty in the amount of CZK 100,000 for each case of infringement.

12.7. In case of delay in payment charged in accordance with the Contract terms and conditions, the debtor shall pay to the creditor an interest on late payment in the amount of 0.02% of the amount due for each, even commenced, day of delay.

12.8. The debtor is obliged to pay a contractual penalty / interest on late payments by a direct bank transfer to the bank account stated in the Contract or communicated under the Contract, as appropriate.

12.9. The due date of contractual penalty and interest on late payments is thirty days after the receipt of financial statement by the other Party.

12.10. Payment of the contractual penalty affects neither the obligation to fulfil the commitment properly, nor the right of the other Party to compensation.

## 13. PROTECTION OF NON-PUBLIC INFORMATION

13.1. The Parties are obliged to protect against disclosure any and all Non-public Information, which they obtain in the course of their mutual trade, in any form whatsoever, in writing, orally, by observation or otherwise.

13.2. The Parties undertake to maintain confidential all Non-public Information and not to disseminate or reproduce and disclose such information to any third party. At the same time, the Parties undertake to protect the material carriers of Non-public Information to the other Party at least at the same level and in the same quality of protection as they provide to their own non-public information.

13.3. In addition, the Parties undertake not to use Non-public Information without the previous written consent of the other Party inconsistently with its purpose or the purpose of its disclosure for their needs or for the benefit of third parties, throughout the Contract and then for a period, for which such information keeps its value for the disclosing Party, but never less than five years after the termination of the Contract.

13.4. If any third party is absolutely necessary for the Supplier to ensure any activity, the Supplier can disclose Non-public Information to such third party only with the previous written consent of the Customer and provided such third party contractually undertakes in relation to the Supplier to protect the Non-public Information disclosed at least to the extent set out in these Terms and Conditions.

13.5. The Party is entitled, without the consent of the other Party, to disclose, to the necessary extent, Non-public Information, which will be requested by state authorities, bodies and institutions. The Customer considers that the Contract is not subject to the duty of disclosure through the Register of Contracts within the meaning of Act No. 340/2015 Coll., on Special Conditions for the Effectiveness of Certain Contracts, the Disclosure of These Contracts and the Register of Contracts (Act on the Register of Contracts). Therefore, the aforementioned exemption from the disclosure of Non-public Information to state authorities does not apply to the mandatory publication of contracts in the Register of Contracts within the meaning of the Act on the Register of Contracts. The Supplier undertakes to contact, prior to the possible disclosure of the Contract under the relevant provisions of the Act on the Register of Contracts,

the Customer in order to finally define or confirm the extent of specific proprietary information, which is exempted from the duty of disclosure through the Register of Contracts. Breach of the duty under the previous sentence shall be considered a breach of the obligation concerning the protection of Non-public Information and the Supplier shall pay the Customer a contractual penalty in the amount set out in paragraph 12.6.

13.6. The above mentioned obligations do not apply to information, which:

13.6.1. Is already known to the public through no fault of the receiving Party;

13.6.2. Is already held by the receiving party prior to its receipt from the other Party;

13.6.3. Is legally obtained by the receiving Party from any third party;

13.6.4. Is obtained by the receiving Party independently of information obtained from the other Party and is able to provide proof thereof in the form of its records.

13.7. Disclosure of Non-public Information does not imply any right to licence, trademark, patent, right of use or dissemination of copyright work and any other intellectual or industrial property right.

13.8. All Non-public Information shall remain the property of the disclosing Party including entities within its organizational structure and shall be returned to the disclosing Party by the receiving Party, not later than three working days after the receipt of written request of the disclosing Party or when such information or data provided is no longer needed by the receiving Party.

13.9. If the Parties in performance of the Contract transmit personal data to each other, they shall enter into an agreement on the processing of personal data for this purpose pursuant to Section 6 of Act No. 101/2000 Coll., on the Protection of Personal Data, as amended.

## 14. TERMINATION OF THE CONTRACT

14.1. The Party has the right to withdraw from the Contract for substantial breach of the Contract. The Supplier substantially breaches the Contract in particular when: the Supplier assigns any of its obligations, duties or rights arising from the Contract or the fulfilment thereof to another entity without the previous consent of the Customer; the Supplier breaches repeatedly or grossly in the Place of Performance or in the Premises of the Customer the rules concerning occupational health and safety, fire protection and any other safety rules, or acts in such a manner that may cause damage to the property of the Customer; the contractual penalties imposed on the Supplier under the Contract reaches ten percent of the Price; the Supplier fails repeatedly to observe technological procedures, impairs the quality of the Supply arising from valid standards, the Contract or from legislation; or the Supplier is in default with at least two partial performance periods more than sixty days or is in default in relation to the performance period more than thirty days; in such case, the Customer is not obliged to reimburse any costs incurred by the Supplier in connection with the preparation of performance of the Contract.

14.2. The Customer shall withdraw from the Contract by delivering to the Supplier a "Notice of Withdrawal from the Contract". The Supplier shall follow the instructions provided for in that notice. The Customer is entitled to ensure the Supply or any part thereof, or repair or make it otherwise compliant with the Contract. Any associated costs exceeding the Price shall be reimbursed by the Supplier within thirty days after the receipt of Customer's invoice. Unless otherwise specified in the Notice of Withdrawal from the Contract, the Supplier shall immediately after receiving it:

- Stop the Supply or any part thereof;
- Terminate all subcontracts related to the Supply;
- Hand over to the Customer the Supply as it is and shall assign to the Customer all rights to the Supply including intellectual property rights related to the Supply taken over. Withdrawal from the Contract does not relieve the Supplier from its obligation to pay the contractual penalties, of quality guarantee for the parts of the Supply completed and to compensate for any possible damages.

14.3. Termination of the Contract does not affect the rights of the Parties to receive payments of any amounts due, interests on late payments, contractual penalties and compensation for damages as well as any other claims under the Contract. The Parties undertake to settle any outstanding obligations and duties of the Parties arising from the Contract originated before the termination of the Contract not later than forty five (45) calendar days from the day of termination of the Contract.

## 15. PRINCIPLES OF ETHICAL BEHAVIOUR

15.1. The Parties will observe the highest ethical principles, as established in particular in the Code of Ethics of the CEZ Group, which is available on the website [www.cez.cz/eede/content/file/corporate-compliance/desatero.pdf](http://www.cez.cz/eede/content/file/corporate-compliance/desatero.pdf), and anti-corruption behaviour throughout the Contract.

15.2. The Parties shall avoid any corruption act, i.e. an offer, promise, or handover, as well as request or acceptance of any inappropriate benefit, as well as the attempt to accelerate the handover or acceptance of any payment, inappropriate gift, hospitality, reimbursement of expenses, both directly and indirectly, to/from the person at the position of any worker or member of a statutory body in the private and/or public sector (including a person who makes decisions or works for a company or an organization in private or public sector), for the purpose of obtaining, maintaining, or heading a business, or obtaining any other benefit in concluding and performing the Contract.

15.3. The Supplier shall ensure that the controlled persons thereof and its controlling person follow the principles referred to in the paragraph above.

15.4. The Customer is entitled to withdraw from the Contract in the case it finds out that the Supplier or its controlling person or person controlled by the Supplier in the course of performance of this Contract committed directly or indirectly through its representative an act of corruption or violation of ethical principles and did not adopt any timely and satisfactory corrective measures.

15.5. The Supplier undertakes to perform the Contract while refraining from any act, which could be, within the meaning of Act No. 418/2011 Coll., on the Criminal Liability of Legal Entities and their Prosecution, as amended, attributable to the Customer and could meet any of the constituent elements of the offences included in Section 7 of this Act. The Supplier undertakes to fulfil the obligation under the previous sentence in relation to all persons to whom it entrusts performance of the Contract, to take provably all possible available measures that may be reasonably requested from the Supplier.

## 16. OTHER PROVISIONS

16.1. The law of the Czech Republic is the governing law, excluding the application of the United Nations Convention on Contracts for the International Sale of Goods (the Vienna Convention). The Parties shall settle any disputes in connection with the Contract before the ordinary court with its jurisdiction given by the place of registered office of the Customer on the date on which the action was brought.

16.2. The Contract may only be amended by written agreement signed by the Authorized Representatives of both Parties; any other form of the agreement is excluded. Agreement concerning the full contents is required for validity of an amendment to the Contract. Changes in the Authorized Representatives of the Parties named in the Contract or phone numbers or e-mail addressed and Supplier's bank account may only be made in the form of written communication to the other Party; changes are effective on the day stated in the communication, otherwise on delivery.

16.3. The Parties have the right to request compensation for non-material damage.

16.4. The Supplier is obliged to state the Customer's Contract number in all documents. Documents in connection with the performance of the Contract will be sent to the address for correspondence stated in the Contract. In doubts, the electronic mail shall be deemed to be delivered at the time of sending of e-mail message and the paper document shall be deemed to be delivered on the third working day from the day of sending. The effects of delivery shall occur even if the addressee frustrates the receipt.

16.5. These Terms and Conditions are valid and effective since 1 September 2016 and repeal the previous version of the (General) Terms and Conditions including any part thereof.