TERMS AND CONDITIONS

Effective as of 13 November 2026

1 BASIC TERMS

1.1. The present **"Terms and Conditions"** regulate the rights and obligations of parties to a Contract that references the Terms and Conditions, has been entered into between a Customer, pursuant to Section 1.4, as the buyer or client on the one hand, and a Supplier as the seller, contractor or provider, on the other, and further govern the procedure applicable to forming, amending and terminating such Contracts.

1.2. **"Customer's Site"** denotes the Place of Performance owned by the Customer, or a Place of Performance, in respect of which the Customer holds other right to use. The Supplier is obliged to observe the Customer's internal guidelines they have been familiarized with and instructions of the persons representing the Customer. The notion of the Customer's Site also applies to the place (workplace) where the Supplier provides a Supply, the final recipient of which is a third party; in such a case, the Supplier shall also observe the internal guidelines of the third party they will be familiarized with and instructions of persons representing the third party.

1.3. "**Price"** denotes a monetary consideration to be paid to the Supplier in return for the Supply provided by them. The Price amount or method of its determination has been negotiated under the Contract. The Price is the full, fixed and final price, including all costs incurred by the Supplier in connection with the Supply, i.e. including the cost of packaging, insurance, transport, and any travel reimbursement, license fees, customs and administrative fees, costs of documentation, tests, certificates, prices of any non-returnable packaging or wear and tear of returnable packaging and the costs of disposal and destruction of waste, etc. The Supplier may only request an advance payment where expressly specified under the Contract.

1.4. **"Customer"** denotes any of the following companies: **Areál Třeboradice, a.s.**, Company ID: 29132282, File Reference B 18724, registered with the Municipal Court in Prague, with its registered office at Duhová 1444/2, Michle, 140 00 Praha 4, data box ID: bcfncmg, e-mail: jiri.bukovic@cez.cz; **ČEZ, a. s.**, Company ID: 45274649, File Reference B 1581, registered with the Municipal Court in Prague, with its registered office at Duhová 1444/2, Michle, 140 53 Praha 4, data box ID: yqkcds6, e-mail: podatelna@cez.cz; **ČEZ Energetické produkty, s.r.o.**, Company ID: 28255933, File Reference C 135724, registered with the Municipal Court in Prague, with its registered office at Komenského 534, 253 01 Hostivice, data box ID: ykqxkuq, e-mail: cezep@cez.cz; **ČEZ Energy, a. s.**, Company ID: 29700949, File Reference B 30765, registered with the Municipal Court in Prague, with its registered office at Duhová 1444/2, Michle, 140 00 Praha 4, data box ID: rqg36yv, e-mail: podatelna@cez.cz; **ČEZ ESL, s.r.o.**, Company ID: 27804721, File Reference C 52291, registered with the Regional Court in Ostrava, with its registered office at Výstavní 1144/103 Vítkovice, 703 00 Ostrava, data box ID: 9dzxkuk, e-mail: podatelna@cez.cz; **ČEZ ENERGOSERVIS spol. s r.o.**, Company ID: 60698101, File Reference C 14400, registered with the Regional Court in Brno, with its registered office at Bráfova tř. 1371/16, Horka – Domky, 674 01 Třebíč, data box ID: h7axkvc, e-mail: uctarna@cezenergoservis.cz; **ČEZ ESCO, a.s.**, Company ID: 03592880, File Reference B 20240, registered with the Municipal Court in Prague, with its registered Duhová 1444/2, Michle, 140 00 Praha 4, data box ID: r5dsviv, e-mail: podatelna@cez.cz; **ČEZ ICT Services, a. s.**, Company ID: 26470411, File Reference B 7309, registered with the Municipal Court in Prague, with its registered office Duhová 1531/3, Michle, 140 53 Praha 4, data box ID: zbsdk9i, e-mail: podatelna@cez.cz; **ČEZ Obnovitelné zdroje, s.r.o.**, Company ID: 25938924, File Reference C 397830, registered with the Municipal Court in Prague, with its registered office at Duhová 1444/2, Michle, 140 00 Praha 4, data box ID: ci5xkwx, e-mail: podatelna@cez.cz; **ČEZ Prodej, a.s.**, Company ID: 27232433, File Reference B 22581, registered with the Municipal Court in Prague, with its registered office at Duhová 425/1, Michle, 140 53 Praha 4, data box ID: mcexkwr, e-mail: podatelna@cez.cz; **ČEZ PV & Wind a.s.**, Company ID: 28500491, File Reference B 14890, registered with the Municipal Court in Prague, with its registered office at Duhová 1444/2, Michle, 140 00 Praha 4, data box ID: bm5ed6k, e-mail: magdalena.pisklakova@cez.cz; **ČEZ Real Estate, a. s.**, Company ID: 29488443, File Reference B 30619, registered with the Municipal Court in Prague, with its registered office at Duhová 1531/3, Michle, 140 00 Praha 4, data box ID: zmii7s7, e-mail: podatelna@cez.cz; **ČEZ SMR, a.s.**, Company ID: 29615020, File Reference B 30720, registered with the Municipal Court in Prague, with its registered office at Duhová 1444/2, Michle, 140 00 Praha 4, data box ID: pnpujzt, e-mail: vlasta.romanova@cez.cz; **ČEZ Teplárenská, a.s.**, Company ID: 27309941, File Reference B 17910, registered with the Municipal Court in Prague, with its registered office at Duhová 1444/2, Michle, 140 00 Praha 4, data box ID: 943dk9e, e-mail: podatelna@cez.cz; **ČEZ Trade, a.s.**, Company ID: 22207660, File Reference B 29201, registered with the Municipal Court in Prague, with its registered office Duhová 1531/3, Michle, 140 00 Praha 4, data box ID: a6kpxxd, e-mail: robert.wadura@ceztrade.cz; **ČRE Guldenerova, s.r.o.**, Company ID: 29946484, File Reference C 454241, registered with the Municipal Court in Prague, with its registered office Duhová 1531/3, Michle, 140 00 Praha 4, data box ID: 5hwma8s, e-mail: pavel.chmelik@cez.cz; **ČRE Karlov, s.r.o.**, Company ID: 29946786, File Reference C 454240, registered with the Municipal Court in Prague, with its registered office Duhová 1531/3, Michle, 140 00 Praha 4, data box ID: n4gma9e, e-mail: pavel.chmelik@cez.cz; **ČRE U Plynárny, s.r.o.**, Company ID: 29946883, File Reference C 454242, registered with the Municipal Court in Prague, with its registered office Duhová 1531/3, Michle, 140 00 Praha 4, data box ID: 8n2ma97, e-mail: radek.kana@cez.cz; **ČRE Zavadilka, s.r.o.**, Company ID: 29946964, File Reference C 454243, registered with the Municipal Court in Prague, with its registered office Duhová 1531/3, Michle, 140 00 Praha 4, data box ID: kmfmbbc, e-mail: radek.kana@cez.cz; **Elektrárna Dukovany II, a. s.**, Company ID: 04669207, File Reference B 21250, registered with the Municipal Court in Prague, with its registered office at Duhová 1444/2, Michle, 140 00 Praha 4, data box ID: zcnewnf, e-mail: podatelna@cez.cz; **Elektrárna Temelín II, a. s.**, Company ID: 04669134, File Reference B 21251, registered with the Municipal Court in Prague, with its registered office at Duhová 1444/2, Michle, 140 00 Praha 4, data box ID: 95xewnb, e-mail: podatelna@cez.cz; **Energotrans, a.s.**, Company ID: 47115726, File Reference B 1784, registered with the Municipal Court in Prague, with its registered office at Duhová 1444/2, Michle, 140 00 Praha 4, data box ID: rr6pukz, e-mail: podatelna@cez.cz; **Inven Capital, SICAV, a.s.**, Company ID: 02059533, File Reference B 19323, registered with the Municipal Court in Prague, with its registered office at Pod křížkem 1773/2, Braník, 147 00 Praha 4, data box ID: 5inyxy4, e-mail: podatelna@cez.cz; **MARTIA a.s.**, Company ID: 25006754, File Reference B 866, registered with the Regional Court in Ústí and Labem, with its registered office at Mezní 2854/4, Severní Terasa, 400 11 Ústí nad Labem, data box ID: kwhe4hy, e-mail: uctarna@martia.cz; **Telco Infrastructure, s.r.o.,** Company ID: 08425817, File Reference C 318836, registered with the Municipal Court in Prague, with its registered office at Duhová 1531/3, Michle, 140 00 Praha 4, data box ID: mdmbv6y, e-mail: podatelna@cez.cz; **Telco Pro Services, a. s.**, Company ID: 29148278, File Reference B 18830, registered with the Municipal Court in Prague, with its registered office at Duhová 1531/3, Michle, 140 00 Praha 4, data box ID: id6pgkc, e-mail: podatelna@cez.cz;

1.5. **"Supplier"** denotes an entity with which the Customer has entered into a Contract.

1.6. **"Place of Performance"** denotes the place where the Parties have agreed goods will be transmitted, work will be handed over or other Supplies will be provided.

1.7. **"Non-Public Information"** denotes, regardless of the manner of disclosure or capture thereof, information that constitutes a certain value for the Customer and is not part of the public domain. This mainly involves information of a commercial, manufacturing, technical or economic nature related to the Customer's operations, in particular drawings, sketches, samples, technical designs, know-how, marketing techniques and information, price lists, price policies, business methods and policies, 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, classified information pursuant to Act No. 412/2005 Coll., on the protection of classified information and security eligibility, and business secrets pursuant to Section 504 of the Civil Code.

1.8. **"Civil Code"** denotes Act No. 89/2012 Coll., Civil Code.

1.9. "**Deviation Protocol**" denotes a document recording the Customer's consent to a one-time, temporary or otherwise insignificant divergency from the physicochemical characteristics of the goods agreed in the Purchase Contract, the scope or content of the required documentation, or the method of manufacture or the conducting of inspections and tests. The Deviation Protocol may be used exclusively upon delivery of the goods to the Customer's stock. The Supplier shall always submit a draft of the Deviation Protocol without undue delay after the discovery of a possible divergence. The Customer shall not be obliged to accept the draft of Deviation Protocol (the divergence specified therein). If the Customer accepts the draft of Deviation Protocol, the Supplier shall deliver the Deviation Protocol to the Customer together with the goods at the latest. Upon signature of the Deviation Protocol by the Customer's Authorized Representative, the goods specified in the Deviation Protocol shall be deemed to have been delivered in accordance with the Contract.

1.10. **"Authorized Representative"** of a Party denotes a person authorized to assume binding commitments on behalf of the Party and to conclude, amend, confirm or terminate the Contract or to represent the Party to the extent stipulated in the Contract, in particular to hand over and accept the Supply, to negotiate commercial matters or technical matters (e.g. acceptance of the Deviation Protocol). As for persons authorized to represent the Supplier as per the Civil Code, the person shall produce proof of their job position or office vis-a-vis the Customer In other cases, the Supplier's Authorized Representative shall have a written valid power of attorney in respect of the aforementioned acts, which they shall produce in interactions with the Customer.

1.11. **"Counterfeit Supply"** denotes a Supply that represents a copy or an imitation that contravenes the law, with no legal claim or entitlement, or whose material, components, parts, composition, performance or characteristics are distorted.

1.12. **"Supply"** denotes a common designation for work, goods supplied through purchase, promotion and advertising of the Customer, their products and services or other types of supplies. Where the generally binding legislation specifies certain standard of quality, quantity, measure, weight, or, as the case may be, workmanship, of the Supply, the Supply shall only be deemed free of defects if it has the properties defined in the legislation or required under the Contract. The Supply may not include any substances hazardous to health; this is without prejudice to Section 6.4., second sentence et seq. The Supplier shall provide the Customer with the Supply in accordance with the Contract, relevant regulations, in a due and timely manner, and with professional care. Any Supply to be provided to the Customer shall take place against a valid and effective Contract.

1.13. **"Suspicious Supply"** denotes a Supply where, upon an inspection, test or other information, it is clear that it does not necessarily meet the specification set forth and required by law, technical standards, industry standards, or other standards related to the Supply.

1.14. "**Supplier's Personnel**" denotes the Supplier's employees, employees of its subcontractors, as well as self-employed persons engaged in any work on behalf of the Supplier or his subcontractors. The Supplier is obliged to ensure that the Supplier's Personnel have the necessary professional competence and qualifications corresponding to the relevant regulations for the performance of the Supply.

1.15. "**CEZ Group**" means ČEZ, a. s., companies controlled directly and indirectly by ČEZ, a. s., and companies managed by ČEZ, a. s.

1.16. **"Contract"** denotes a written expression of intent of the Parties to regulate their mutual rights and obligations. A Contract shall be formed with the Parties confirming, in writing, the draft Contract without reservations and additions (the option of adopting a draft Contract with an addition or a derogation is hereby excluded), where a scan of a signed document shall be deemed to fulfill the written form requirement. A Contract may be also formed by delivering the subject of the Contract indicated in the written draft Contract sent to the Supplier by the Customer. The Terms and Conditions, documents referenced 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 referenced in the Contract, as well as any other documents and information submitted to the Supplier by the Customer in the context of the Supply, also form part of the Contract. The Supplier is obliged to consult all the information, data and any other documents that form part of the Contract and relate to the Supply. If any information, data or values submitted to the Supplier are insufficient, incomplete

or inaccurate to the extent that this could affect the proper performance of the Contract, the Supplier shall add to and/or obtain the missing information and data. By concluding the Contract, the Supplier assumes the risk of a change of circumstances pursuant to Section 1765(2) of the Civil Code.

1.17. **"AI system"** denotes an artificial intelligence system pursuant to Section 3(1) of the AI Act, a general-purpose AI model pursuant to the Section 3(63) of the AI Act, or a general-purpose AI system pursuant to the Section 3(66) of the AI Act.

1. 18. "**AI Act**" denotes Regulation (EU) 2024/1689 of the European Parliament and of the Council of 13 June 2024 laying down harmonised rules on artificial intelligence and amending Regulations (EC) No 300/2008, (EU) No 167/2013, (EU) No 168/2013, (EU) 2018/858, (EU) 2018/1139 and (EU) 2019/2144 and Directives 2014/90/EU, (EU) 2016/797 and (EU) 2020/1828.

2 SPECIAL PROVISIONS ON PURCHASE CONTRACTS

2.1. The Supplier shall deliver the goods to the Customer at the Place of Performance at their own expense and risk.

2.2. The Supplier shall duly mark the goods or the packaging thereof with the trade name and the address agreed as the Place of Performance.

2.3. If, under the Contract, the goods are to be delivered to a warehouse of the Customer, instructions for storage, storage inspections and maintenance, and the indicated shelf life must be provided along with the goods.

2.4. In addition to the documents agreed under the Contract and those laid down under the applicable legislation, as well as the documents submitted to the Customer by the Supplier under regular business practice or documents otherwise required for further use of the goods, the Supplier shall attach a delivery note to each shipment so that the latter is visible and at once protected against the effects of weather and transport. For grouped shipments, the Supplier shall indicate all Contract numbers, under which the goods were loaded, in the header of the shipment and in the delivery note. At the same time, the Supplier shall mark the individual types of goods with the Customer's Contract number. Detailed information on the number of items (meters) 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 containing the delivery note must be identified.

2.5. If the Supplier is obliged to produce (manufacture) the Supply in accordance with the requirements of the Customer or to assemble or commission the Supply at the Customer's Site, the applicable provisions of Article 3 apply accordingly.

2.6 If the Supplier is obliged to deliver the goods in accordance with ČSN standards, ČSN EN, technical standards, standards issued within the relevant industry, or other standards related to the goods, the Supplier shall be governed by such standards in force at the time the Customer sends the draft Contract to the Supplier, unless an earlier version of the standard is expressly stated in the Contract.

3 SPECIAL PROVISIONS ON CONTRACTS FOR WORK

3.1. The Customer has the right to give instructions to the Supplier relating to the method of execution of the work. The Supplier shall ensure the work is executed by personnel with the required professional skills and qualifications matching the legislation relevant to the execution of the work. The Customer may request submission of the authorizations required for this activity.

3.2. Where this is customary under regular business practice, the Supplier shall additionally submit certificates of quality and completeness, material data sheets or other technical documentation forming part of the Supply.

3.3. Where required under the generally binding legislation, by the Customer or under the established practice, the Supplier, in executing the Work, shall keep a Construction/Assembly Logbook (hereinafter referred to as the "Logbook") on an ongoing basis to record data concerning the method of execution of the work, in particular with regard to data concerning the conditions of the work during the execution process, progress of the work and quality of the work, and justification of any divergence from the design documentation, etc. The Customer and public oversight bodies have the right to make entries in the Logbook, in particular data on any shortcomings and requirements for corrective action. All entries must be dated and signed. The Supplier shall produce the Logbook on request and allow the Customer to make extracts or copies thereof.

3.4. The work includes an undertaking of the Supplier to arrange the transport of the work, unless the work is being executed at the Customer's Site.

3.5. The Customer may monitor 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 the work execution. The Supplier undertakes to notify the Customer without undue delay of any fire, accident (including accidents with a negative impact on the environment) or occupational accident of the Supplier's Personnel, if they occurred on the Customer's Site.

3.6 If any metal waste/scrap is generated during the work execution, which previously constituted property of the Customer, then this scrap also remains the Customer's property. The Supplier shall cut the scrap to pieces, sort it as instructed by the Customer and keep it at a place designated by the Customer

3.7. The Supplier shall transmit the work to the Customer at the Place of Performance, at the time of the Supply, in the scope, at the quality standard and in the manner as agreed under the Contract.

4 SPECIAL PROVISIONS ON CONTRACTS ON ADVERTISING PARTNERSHIP

4.1. The Supplier is obliged to complete the Supply in keeping with the brand designs provided by the Customer. The CEZ Group Single Visual Style Guide including the logotype is available at https://cez.brandcloud.pro/.

4.2. The Supplier shall submit suggested proposals for the Supplies in electronic format to the Customer for approval. The Customer shall comment on them within five days of the submission thereof; if the Customer fails to provide their comments, the Customer shall be deemed to agree to the proposals for Supplies. The Supplier shall modify the proposals with regard to the Customer's requirements and have the modifications re-approved by the Customer.

4.3. The Supplier undertakes to submit documentation relating to the Supply to the Customer by uploading the data to the electronic Advertising Partnership Register system (ERPA) within ten days of the lapse of the Contract period. If the Customer raises no objections in writing within five days, the Supply shall be deemed to have been completed in a proper manner.

4.4. The documentation relating to the Supply and copies of the Contract and the delivery certificate signed by both Parties must be uploaded to the electronic Advertising Partnership Register system (ERPA) by the Supplier.

4.5. The Supplier shall document any Supply to be delivered through television and radio broadcasting by uploading a list (media plan) of the spots, reports etc. broadcast, and, in addition, by uploading a spot with the Customer's logo or logotype. An invitation for an event broadcast without the Customer being named or the Customer's logotype or logo being presented does not constitute a Supply.

4.6. The Supplier shall document any Supplies provided in nationwide or regional print by uploading a list of newspapers and magazines and individual printouts or scans, which must legibly show the Customer's logotype or logo.

4.7. The Supplier shall document any Supplies consisting in posters, leaflets, tickets, programs, books and other printed manner by uploading a list indicating the numbers, places and times relating to when and where they were distributed, and also by uploading scans of the prints.

4.8. The Supplier shall document Supplies consisting in advertisements on billboards, citylights and other large-format advertising surfaces as well as advertisements on boards, desks, tarpaulins, banners and cars by uploading a list indicating the numbers, places and times relating to when and where (as part of what event) they were placed, and also by uploading photos showing the Customer's logotype or logo.

4.9. The Supplier shall document the Supplies provided in the form of Web advertising by uploading a print screen of each relevant Website where the Customer's logotype or logo has been placed. The print screen must show when it was taken. The Supplier shall document the period when the advertisement (with the Customer's logo or logotype) was placed on the relevant Website.

4.10. The Supplier shall document photographs from events by uploading them along with captions indicating sections of the Contract referring to specific parts of the Supply. The photographs must clearly show that the advertising carrier or promotional stand of the Customer is actually located at the event venue as specified under the Contract; the Supplier shall take photographic documentation with as many visitors to the event as possible.

4.11. The Supplier shall document any oral promotion of the Customer by uploading an audio or an audio-visual recording, identifying the relevant passage or, where appropriate, by uploading a written affidavit of the Supplier.

4.12. If, during the execution of Supplies, the Customer finds out that the Supplier's deliverables are defective, the Customer has the right to request that the Supplier take corrective action with no undue delay, and in any event no later than on the following day.

4.13. The Supplier agrees to the disclosure of data concerning the Contract, where relevant.

5 WORK AT THE PLACE OF PERFORMANCE AND AT THE CUSTOMER'S SITE

5.1. The Supplier undertakes to provide the Customer with information on the scope and manner of executing the work by completing a questionnaire (the ČEZ_FO_0648_Contractor Questionnaire may be consulted at https://www.cez.cz/webpublic/file/edee/ospol/fileexport/o-spolecnosti/pro-dodavatele/pravidla-chovani/cez_fo_0648r01.docx, or the questionnaire may be transmitted by the Customer to the Supplier to be filled out by the Customer for filling out on the day of formation of the Contract, yet in any event at least fifteen days before the takeover of the Place of Performance). The Supplier shall send the original of the completed questionnaire to the Customer, for the attention of the person representing the Customer in technical matters and matters related to the execution.

5.2. Pursuant to Section 101(3) of the Labor Code, where employees of two or more employers perform tasks at the Place of Performance, the Customer shall coordinate the measures adopted to protect occupational health and safety of the employees and the procedures using which the measures are put in place until the Place of Performance is taken over by the Supplier (hereinafter referred to as "OHS Coordination"). Once the Place of Performance is taken over, the Supplier shall be in charge of OHS Coordination as per the code of conduct set out at https://www.cez.cz/cs/pro-dodavatele/pravidla-chovani. Prior to commencement of the Supply, the Parties shall mutually exchange information on the risks inherent in their operations. The Supplies at the Place of Performance may not be commenced unless the foregoing has taken place.

5.3. If the Supply (construction work and construction activities) fulfils the criteria under section 14(1) and 15(1) of Act No. 309/2006 Coll., laying down other conditions of occupational health and safety, the Customer shall designate in writing one or more OHS coordinators at the Place of Performance (on the construction site) and inform the Supplier thereof. The Customer or the designated OHS coordinator shall inform the Supplier of the OHS plan, if such a plan is prepared (if the Supply fulfils the criteria of Section 15(2) of Act No. 309/2006 Coll., laying down other conditions of occupational health and safety). If the Supplier provides the Supply in accordance with the design documentation submitted by the Customer, which includes the OHS plan, the Supplier shall review the correctness and completeness of the plan and, where necessary, propose its adjustments to the Customer. The Supplier undertakes to comply with the OHS plan and to ensure that its subcontractors and all the Supplier's Personnel also comply with it.

5.4. The Supplier undertakes to provide the Customer or the aforementioned OHS coordinator with the necessary cooperation to fulfill the obligations pursuant to Act No. 309/2006 Coll., laying down other conditions of occupational health and safety.
5.5. Where the Supply is provided at the Customer's Site, the Customer shall transmit the Place of Performance to the Supplier in a certificated manner. If the Supplier provides the Supply at the Customer's Site where the Customer applies a code of conduct or a similar code, the Supplier undertakes to ensure that Supplier's Personnel comply with the obligations set forth in such codes, in particular in the Code of Conduct that may be consulted at https://www.cez.cz/cs/pro-dodavatele/pravidla-chovani, applicable to particular Customer's Sites in which the Place of Performance is located. By entering into the Contract, the Supplier confirms having reviewed such codes. If the code or other internal guidelines are amended in the course of the Supply, the Supplier shall be informed in writing of such amendments and shall ensure compliance with the updated code by the Supplier's Personnel.

6 RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES UNDER THE CONTRACT

6.1. The Supplier shall allow the Customer to examine the Supply at any time before its transmission (handover), in particular before covering any critical parts of the Supply, in the manufacturing plant, during transport as well as at the Place of Performance or any subcontractor's place. The Customer is entitled to assess whether the Supplies fully meet the agreed requirements. This assessment may be carried out in the course of design, planning, manufacture, assembly, or after delivery in a manner appropriate to this assessment.
6.2. Where the Supply is delivered to a Place of Performance outside the Customer's warehouse, the Supplier shall notify the Customer's agent indicated in the Contract of the delivery of the Supply by email or phone, not later than three working days before the planned date of delivery as recipient of the Supply. The Customer is not obliged to accept the Supply before the agreed date.
6.3. The items comprising the Supply must be new and unused, and must exhibit the quality standard, quantity, measurements, weight and workmanship, as appropriate, as specified by the Contract and the applicable legislation, be free of defects, and comply with the binding technical, hygiene and safety standards and legislation. Where the quality standard and workmanship of the Supply are determined against a sample or a model, the Supplier shall transmit (hand over) the Supply with the properties of the sample or model submitted by the Customer.
6.4. The Supplier shall deliver Supplies that do not contain any substances, the use of which is restricted or prohibited by general binding legislation, in particular explosives precursors, polychlorinated biphenyls (PCBs), asbestos, chlorine, fluorine or mercury. In the event that the Customer requires the Supplier to deliver a Supply containing such substances, the Supplier shall notify the Customer thereof prior to the conclusion of the Contract, unless this clearly follows from the transaction itself. The Supplier shall deliver any Supplies that constitute dangerous substances or dangerous mixtures and ensure the transport thereof, in properly labeled containers, with the appropriate Material Safety Data Sheet attached. The Material Safety Data Sheet of chemical substances and mixtures (pursuant to Regulation (EC) No 1272/2008 of the European Parliament and of the Council on classification, labeling and packaging of substances and mixtures), the Exposure Scenario [pursuant to Regulation (EC) No 1907/2006, concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH)] unless submitted as part of the Material Safety Data Sheet, and the Analytical certificate (CERTIFICATE) and Material Data Sheet must be submitted to the Customer by the Supplier free of charge in paper and also in electronic machine readable formats to: bezpecnostni.listy@cez.cz, at the latest with the delivery of such chemical substances and mixtures, with any subsequent revisions to such documents to be furnished once they are drawn up. The Supplier shall indicate the Use by Date or the Best Before Date on the packaging and in the delivery note. If a Material Safety Data Sheet, Exposure Scenario, Analytical certificate (CERTIFICATE) or Material Data Sheet is not submitted at the latest with the delivery of the goods, or if the Use by Date or the Best Before Date is not indicated, or if more than 1/3 of the expiration period (or minimum storage life) has already elapsed at the time of the delivery, the delivery shall be considered defective. If a chemical substance or a mixture to be delivered is not classified as dangerous under the aforementioned legislation, the Supplier shall submit a statement along with the goods to the effect that the chemical substance or mixture does not exhibit dangerous properties.
6.5. The Supplier shall in particular submit the following documents in the Czech language to the Customer, along with the Supply: Operating and Maintenance Instructions, Declaration of Conformity, Safety Data Sheet of Chemical Substances and Mixtures, Exposure Scenario, Material Certificate (Inspection Certificate) and any other technical documentation forming part of the Supply; Material Certificate (Inspection Certificate) issued by a foreign manufacturer may be submitted by the Supplier in English. In the event that using the Supply is subject to an approval of a state authority or any other authority provided by law (for example, a state laboratory or an authorized testing laboratory), the Supplier shall submit an official decision, Certificate of Conformity/Type-Examination Certificate or Certificate of Approval.
6.6. In the event that the Supply or part thereof is or in the course of performance will be classified as an item whose import is subject to import permits under European Union (EU) regulations (esp. Regulation (EU) 2021/821 of the European Parliament and of the Council setting up a Union regime for the control of exports, brokering, technical assistance, transit and transfer of dual-use items), the Supplier shall, in the event of delivery or any disposal of the Supply or any part thereof, comply with all obligations set out in such European Union (EU) regulations. The Supplier established in the Czech Republic shall also be obliged to comply with Act No. 594/2004 Coll., Implementing the European Union regime for the control of exports, brokering, technical assistance, transit and transfer of dual-use items and Act No. 263/2016 Coll., the Atomic Act (hereinafter referred to as "Atomic Act"), and its implementing decrees (No. 375/2016 Coll., on selected items in the nuclear field, No 376/2016 Coll., on dual-use items in the nuclear field, and No. 374/2016 Coll., on the registration, inspection, and notification of nuclear materials). In the event that the Supply or a part thereof is or will be, in the course of the performance, classified as an item whose import is subject to an import permit pursuant to the legislation referred to in this paragraph or, in the case of a Supplier established abroad, pursuant to the relevant European Union (EU) regulations, the Supplier shall immediately inform the Customer in writing of this fact. No such Supply may be delivered without an import permit or transfer notification.
6.7. If the Supply or any part thereof is identified with a part or model number, a description or an industrial design specified in the Contract, the Supplier shall ensure that the Supply or a part thereof meets all the requirements of the latest version of the relevant manufacturer's catalog or technical data sheet, description or industrial design. If the Supplier is not the manufacturer of the Supply, they shall make every effort to ensure that the Supply or a part thereof is manufactured by the original manufacturer and complies with the relevant catalog or technical data sheet, description or industrial design. If the Supplier intends to deliver an alternative Supply that may not necessarily meet the requirements set out above in this provision, the Supplier shall inform the Customer of any divergences. In the event that the Customer agrees to the divergences, the Parties shall enter into an amendment to the Contract, or the Customer shall accept the draft of the Deviation Protocol (upon delivery of the goods to the Customer's stock).
6.8. A Suspicious or Counterfeit Supply or any part thereof shall be presumed defective and may be returned to the Supplier or retained by the Customer for later investigation. The Supplier shall, without undue delay, replace any Suspicious or Counterfeit Supply or any part thereof with such a Supply that meets the requirements set out in the Contract and reimburse the Customer for any and all reasonably incurred costs associated with conducting inspections and tests, disassembling, replacing and reinstalling the Supply or any part thereof.
6.9. If the Supply is seized from the Customer by the Customs Administration because of suspicion of being Counterfeit Supply, the Supplier shall be entitled to comment on the suspected Counterfeit Supply within a period of no more than five days from the date of receiving notification from the Customer regarding the seizure of Supply. The Customer shall not be obliged by its actions to prevent the Customs Administration from destroying such Supply. If such Supply is destroyed by Customs Administration, this shall always be considered a defective Supply and a material breach of Contract by the Supplier.
6.10. The Supplier is aware of the seriousness and possible consequences associated with supplying Counterfeit or Suspicious Supply. Accordingly, the Supplier acknowledges and agrees that the Customer is entitled to publish the Supplier's identification data in the relevant databases registering the supply of Suspicious or Counterfeit Supplies, in particular in cases where the Supplier has supplied Suspicious or Counterfeit Supplies to the Customer or the Customer has reasonable suspicion of the delivery of such Supplies, or the Supplier has failed to cooperate with the Customer in clarifying whether the Supplies are Counterfeit or Suspicious Supplies.
6.11. The Customer's rights arising from defects, or any other rights of the Customer associated with the Counterfeit or Suspicious Supply, shall be statute barred 10 years from the date on which the Customer became aware of the creation of its right arising from defects, or the creation of any other right associated with the Counterfeit or Suspicious Supplies, or should and could have become aware of them.
6.12. The Supplier shall not be entitled to any additional payments and extensions of the Period of Performance due to misinterpretation of any supporting documents related to the Supply.
6.13. In the event that the Customer reasonably believes that the Supply does not comply with the Contract (in particular the Technical Terms and Conditions), the Supplier shall be entitled to carry out destructive testing of the Supply by an independent qualified party. For this purpose, the Supplier shall provide the Customer with the necessary cooperation and, at the Customer's request, it shall also provide the necessary testing sample from its own stock. If the Supply tested is found not to comply with the contractual arrangements (Technical Terms and Conditions), the Supplier shall be obliged to reimburse the Customer for all costs incurred for the aforementioned testing.

7 HANDOVER AND ACCEPTANCE OF THE SUPPLY

7.1. The Customer shall only be obliged to accept the Supply from the Supplier if the Supply is handed over (transmitted) to them in a proper manner, i.e. in accordance with the conditions laid down under the Contract and in accordance with the generally binding legislation. The Customer may choose to accept the Supply even if it contains defects, provided that the Supplier assures the Customer in a written certificate of handover and acceptance of the Supply that the defects found alone or in combination with other defects do not prevent proper and safe use of the Supply; this is without prejudice to their claims under such defects.
7.2. Along with the Supply, the Supplier shall transmit to the Customer a draft written certificate of handover and acceptance of the Supply, declaring that they have delivered the Supply in a proper manner.
7.3. In the event that any defects are listed in the written certificate of handover and acceptance of the Supply, the Supply shall be deemed to have been taken over by the Customer subject to the removal of all the listed defects within the specified time limit; if no time limit is specified, the Supplier is obliged to remove the defects immediately, and in any event within 15 days at the latest.
7.4. The Supplier shall carry out the inspections and tests (hereinafter referred to as "tests") specified in the Contract or subsequently agreed upon with the Customer, through which the Supplier demonstrates compliance of the Supply delivered with the Contract in the presence of the Customer. The Supplier shall prepare the Supply for such tests. The Supplier shall bear all costs associated with such tests and their preparation, including where the tests must be repeated due to a failure to demonstrate the performance values of the Supply required under the Contract.
7.5. The Customer shall only accept Supplies on weekdays, between 7.00 a.m. and 3.00 p.m. The Supplier is obliged to deliver the Supply at the Place of Supply agreed in the Contract in DDP trading parity according to INCOTERMS 2020 in case of a Supplier based in the EU

and the Supply from a country outside the EU, otherwise in DAP trading parity according to INCOTERMS 2020.

7.6. For tangible supplies, the Supplier shall package the Supply in such a way as to avoid any damage or destruction. Unless otherwise specified in the certificate of handover and acceptance of the Supply (delivery note, etc.), the packaging, in which the Supply is delivered, shall be considered non-returnable and its cost included in the Price. The Supplier shall take back from the Customer any returnable packaging and used products, covered by the take-back obligation as defined under the applicable legislation.

7.7. The Supplier shall at all times mark any item and postal consignment with the Customer's Contract number on the outside packaging.

8 PASSAGE OF TITLE, PASSAGE OF RISK OF DAMAGE TO THE GOODS

8.1. The title to any item that is part of the Supply shall pass from the Supplier to the Customer at the time of delivery, fulfillment or payment (where payment also denotes an advance payment), whichever occurs earlier.

8.2. Regardless of the acquisition of title to the item, the liability for the item and for its protection and the risk of a loss or destruction of, or damage to, the item or any other harm shall pass from the Supplier to the Customer at the signature of the written certificate of handover and acceptance of the Supply between the Supplier and the Customer.

8.3. The risk of damage to, or accidental loss and destruction of, any item, on which the Supplier is supposed to complete the Supply, and any and all items and workplaces taken over, shall pass to the Supplier upon handover and acceptance of such items and workplaces. The risk of damage shall pass back to the Customer with the handover and return of the items and workplaces.

9 TERMS OF PAYMENT

9.1. All payments shall be made against electronic invoices to be issued by the Supplier. In the event that the Supply is accepted against an acceptance certificate, the date of acceptance of the Supply indicated in the certificate of handover and acceptance of the Supply shall be the date of taxable transaction.

9.2. The Supplier's claim to the payment shall be supported by an invoice with a proper description of the Supply as well as other required documents as specified under the Contract. The Customer shall pay the Supplier the Price specified under the Contract upon receipt of the invoice and the written certificate of handover and acceptance of the Supply signed by the Authorized Representatives of both Parties documenting the acceptance (delivery) of the Supply. Written certificate of handover and acceptance shall be attached to the Supplier's invoice.

9.3. Payments shall be effected only in a non-cash form to the Supplier's bank account specified in the Contract or communicated to the Customer verifiably and in writing prior to the conclusion of the Contract as part of the Supplier's registration on the supplier Portal of CEZ Group (https://www.cez.cz/cs/pro-dodavatele/portal-sap-ariba). The bank account of the Supplier who is a VAT payer in the Czech Republic (hereinafter referred to as "Tax Payer") must always be published in a manner allowing remote access pursuant to Sec. 96(2) of Act No. 235/2004 Coll., on value added tax (hereinafter referred to as "VAT Act"). A change in the bank connection may only be effected by a written amendment to the Contract. For a Supplier who is a Czech Republic Taxpayer, the new bank account indicated must be published in a manner that allows remote access.

9.4. Payments shall be made within thirty days starting from the day following receipt of the invoice by the Customer. The Customer shall not deemed in default of the invoice payment if the amount corresponding to the Price is debited to the Customer's account and credited to the Supplier's account not later than on the last day of the payment period.

9.5. If the Customer accepts the Supply with minor defects that do not prevent the safe use of the Supply, the Supplier's claim to the payment of the Price equivalent to ten percent of the Price as specified under the Contract shall only arise after all of the defects are removed (hereinafter referred to as the "retention amount"). If the Supplier fails to remove the defects listed in the written certificate of handover and acceptance of the Supply within the agreed time limit, the Customer may remove the defects themselves. The Supplier's right to payment of the retention amount (part of the Price) shall be reduced by the costs incurred by the Customer for the aforesaid removal of defects. The remaining part of the Price (in the unused part of retention amount) shall be paid by the Customer to the Supplier within thirty days of both Parties signing a defect removal record of all defects; this shall not apply if the Supplier enters into insolvency proceedings or winding up.

9.6. By initiation of insolvency proceedings with respect to the Supplier, the Customer is entitled to suspend payment of ten percent of the Price. Upon the entry into force of the court decision establishing the Supplier's bankrupt, the Price shall be reduced by the suspended payment pursuant to the first sentence (a discount shall be granted); the discount shall serve as a fixed compensation of the Customer's costs associated with the removal of any defects in the Supply, and as an evaluation of the Purchaser's rights which the Supplier will be unable to resolve despite this being its contractual obligation under the quality warranty. The Customer shall also be entitled to a discount of ten percent of the Price if the Supplier enters into winding up.

9.7. The Supplier shall become entitled to invoice the Price upon acceptance of the Supply.

9.8. The invoice shall contain information pursuant to Section 435 of the Civil Code, and the essentials specified for a fiscal and tax receipt under the relevant legislation and, in addition, the Customer's Contract Number and Supplier's bank details. An advance payment request and, for non VAT payers, the invoice shall contain: the "advance payment request" or "invoice" designation, its number, payment term, date of issue, trade names, registered offices, registration numbers and VAT registration numbers for both Parties, name and place of residence for natural persons 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, where relevant, name of the person responsible for issuing the advance payment request or invoice (hereinafter referred to as the "invoice") and other essentials requested under the Contract. The invoice shall always include the Customer's Contract number. In its Invoice, the Customer may indicate the name of a person responsible for issuing the Invoice and their e-mail address. The Invoice shall be issued electronically in a format that complies with the European Standard on Electronic Invoicing (for the relevant requirements and technical specification, please refer to https://www.cez.cz/isdoc) or in the PDF format (ideally "a generated PDF/a" for the sake of archiving and data volume minimization); every such a document with its attachment(s) shall form one document. An e-mail address to which PDF Invoices should be sent is specified in Section 1.4.. The e-mail format is recommended to be text ("Plain Text"); the e-mail message may not contain any attachments that are not related to the Invoice and make automated processing more difficult (such as a company logo in the message body, another e-mail attached, etc.). The maximum e-mail message size is 10 MB; messages of greater sizes are significantly more likely not to be delivered. A qualified/guaranteed electronic signature is not required on the PDF Invoice or e-mail message to which the PDF Invoice is attached. Alternatively, the Provider may send its PDF Invoice to the Customer's data box. The Invoice will be deemed delivered once the e-mail message has been delivered to the e-mail inbox designated for receiving Invoices or once a relevant postal data message has been delivered to the Customer's data box pursuant to Act No. 300/2008 Coll. (hereinafter referred to as "Act No. 300/2008").

9.9. If the Invoice does not include the essential information specified in Section 9.8 or if the Supplier's bank account number differs from the one specified in the Contract or in a written notification of bank account change, the Customer shall reject the Invoice and inform the Supplier to this effect by e-mail, stating a reason for rejecting the Invoice and inviting the Supplier to issue a new Invoice. The Customer shall send its notification of Invoice rejection primarily to the e-mail address from which the Invoice was sent or, as the case may be, to the e-mail address specified in Section 9.8 or to any other known e-mail address of the Supplier. Upon receipt of the new, completed or revised invoice, a new payment term shall commence for the Price. All bank charges and fees incurred by the Customer and associated with the payment of the Price shall be borne by the Customer; any other bank charges and fees associated with the performance of the Contract shall be borne by the Supplier and are included in the Price.

9.10. If the Customer is a Czech Republic Taxpayer and if it can be reasonably assumed, pursuant to Section 109 of the VAT Act, that the Customer as the recipient of the Supply may become liable to any unpaid tax on such Supply, the Customer may pay the Supplier's value added tax directly to the Supplier's tax administrator for the purposes of applying a special tax collection method as foreseen under Section 109a of the VAT Act . The Customer shall notify the Supplier of making the payment in writing. Any tax paid in this manner shall be deducted from the Supplier's receivables from the Customer and therefore, the Supplier may not claim payment of the amount thus paid from the Customer.

9.11. The Parties have agreed that any claims arising out of this Contract may be assigned solely with the prior written consent of the other Party. Where the Supplier is a Czech Republic Tax Payer, the consent to the assignment of receivables must include an agreement between the Parties regarding the manner in which VAT will be paid on the Supply to which the assigned receivables relate, so that tax is paid in a proper manner and the recipient of the taxable transaction does not become liable to the tax pursuant to the provisions of Section 109 of the VAT Act. If the agreement is not reached, the consent to the assignment of receivables may be withheld. This provision is without prejudice to the Customer's right to assign any claims arising out of this Contract to any company of the CEZ Group without the Supplier's consent.

9.12. An invoice must be sent to the Customer at the address dedicated to receiving invoices. The Customer shall bear no liability for default of payment of the Price if the invoice is attached to the consignment.

10 QUALITY WARRANTY

10.1. The Supplier undertakes to ensure that during the warranty period the Supply will remain fit for the purpose set out in the Contract and where no such purpose has been agreed, fit for the usual purpose, and that it will exhibit the agreed or usual properties, as appropriate. The warranty period shall end with the lapse of twenty-four months and, for construction work, within sixty months of the day of acceptance of the Supply by the Customer.

10.2. The Customer shall have no defect claims as long as the Supplier may prove that the defects concerned have occurred as a direct consequence of the Supply having been used in contravention of the Contract during the warranty period. Until the Supplier proves that the Supply is not defected, or they are not liable for such defects, it shall be deemed to be a defect and the Customer shall be deemed to be entitled to the defect claims and the Supplier shall be deemed obliged to remove such defects if requested by the Customer to do so during the warranty period, as if the Customer were entitled to such defect claims. If the Supplier demonstrates already at the time of removing the defects that the Customer is not entitled to such defect claims, the Supplier shall continue in the removal of such defects, unless otherwise specified by the Customer; in such a case, the Customer shall compensate the Supplier for all reasonable costs incurred in that context. The same applies where it is only established ex post that the Customer was not entitled to such defect claims.

10.3. The Customer shall allow the Supplier to have access to the Supply in order to examine the reported defects without undue delay, depending on the operational capacity of the Customer. The Supplier shall initiate the defect removal efforts within forty-eight hours of being notified of the defects or, as appropriate, within a reasonable time limit set out by the Customer taking into account the nature of the defect and their operational capacity. The Supplier shall continue with the removal efforts on an ongoing basis deploying an optimal number of personnel and equipment and where permitted by conditions at the workplace, using shift work in order to remove the defect within the time limit agreed between the Parties at the latest and where no such time limit has been agreed, within 15 days of receiving the Customer's defect notification. Failing that, the Supplier shall be deemed in default of removal of the defect unless the Customer specifies a new time limit. If the Supplier fails to initiate their defect removal efforts within the specified time limit or is otherwise in default in respect of the defect removal, the

Customer may remove the defect themselves or have the defect removed at the expense of the Supplier.
10.4. The Supplier shall compensate the Customer for any and all reasonable costs incurred by the Customer in the context of the defect removal. The compensation of such costs shall be payable within thirty days of receipt of the relevant invoice from the Customer.
10.5. A part replaced or newly delivered during the warranty period shall be subject to a new warranty period, which shall commence on the day of the replaced or newly delivered part of the Supply is commissioned.
10.6. Removal of a defect shall be without prejudice to the Customer's claim to a contractual fine and damages. During the handling of a complaint concerning a defect, the warranty period shall be suspended in relation to the entire Supply from the moment a complaint is applied until the complaint is resolved, i.e., the warranty period shall resume once the complaint is finally resolved.

11 COPYRIGHT AND INDUSTRIAL PROPERTY RIGHTS

11.1. Where the subject of the Supply or any part of the Supply meets the conditions of copyrighted work, the Supply shall include the granting of a license to use the work to the Customer. The license is a non-exclusive perpetual (in terms of the existence of the property rights), unrestricted (in terms of quantity) and global license, relating to both the developed copyrighted work as a whole and all its individual parts, whether separately or in a collection or connection with any other work or elements, in its initial form or in an adapted form or otherwise modified, covering all known processes of use the copyrighted work (esp. reproduction, distribution, and communication to the public and making available to the public) by all known or to be discovered technical and commercial methods, in the manner, scope, time, and place determined by the Customer. Section 2372(1) of the Civil Code is not effected by the preceding sentence. The Customer is entitled to modify the copyrighted work, further adapt it, include it in a collection, supplement it, combine it with another copyrighted work, etc. He is also entitled to sublicense the copyrighted work. By entering into a Contract, the Supplier gives their written consent to the Customer to assign the license. The Customer may also allow to other members of CEZ Group to use the copyrighted work (grant a sublicense in favour of a member of CEZ Group). The fee for granting the license (including any sublicenses granted by the Customer) is included in the Price and it also encompasses the originator's claim to reasonable additional compensation. The Customer is not obliged to use the license.
11.2. The Customer may only use the developed (as well as according to section 11.1 modified, supplemented, combined with another copyrighted work, etc.) copyrighted work, as well as the created result protected by industrial or other intellectual property rights, in accordance with its specification and as specified under the terms and conditions of the Contract.
11.3. If the Supplier, while delivering on the Contract, uses an outcome of the activities of any third party, protected by industrial property rights, copyright or other intellectual property rights, and if the entitled person applies their claims vis-a-vis the Customer on the ground of such rights, the Supplier shall settle all property claim thus raised and shall be liable to any harm (property and non-property) incurred by the Customer, esp. the Supplier shall be liable for any infringement of another person's industrial, copyright or other intellectual property right as a result of the use of the copyrighted work. Supplier shall indemnify such other person and reimburse the legal and other costs of the Customer in the event of a dispute with such other person.
11.4. The Customer shall hold the rights of use in relation to the documentation submitted under the Contract as follows:
- The Customer may provide the documentation obtained to a group of third parties that need to have it, who will carry out activities related to the operation, servicing, maintenance, upgrades of and investments in the equipment that is part of the Supply and use the documentation in any tenders for the provision of such activities, where appropriate. The Customer shall not use the documentation beyond the scope of use as agreed under the Contract and shall not use it to service, maintain or operate third party equipment, or manufacture similar new equipment for the needs of third parties or provide the documentation to any third party to engage in any of the aforementioned activities for their own benefit or for the benefit of any other parties.
- The Customer may use the aforementioned documentation for the purposes of operating, servicing, maintaining, upgrading or investing in any existing similar equipment or for the purposes of manufacturing new similar equipment that is or will be the property of the Customer and transmit the documentation, as necessary, to a group of third parties who will carry out the aforementioned activities for the Customer following a tender procedure.

12 CONTRACTUAL FINES, DEFAULT INTEREST

12.1. If the Supplier fails to comply with any time limit or date, especially the date of Supply, the Customer shall have the right to charge the Supplier with a contractual fine equivalent to 0.25% of the total Price for each commenced day of the delay and for each unfulfilled obligation.
12.2. If the Supplier is late initiating their removal efforts for any claimed defect, the Customer shall have the right to charge the Supplier with a contractual fine equivalent to 0.25% of the total Price for each commenced day of the delay and defect.
12.3. If the Supplier is late removing any claimed defect, the Customer shall have the right to charge the Supplier with a contractual fine equivalent to 0.25% of the total Price for each commenced day of the delay and defect.
12.4. If the Supplier is late transmitting (returning) the Place of Performance, the Customer shall have the right to charge the Supplier with a contractual fine equivalent to 0.25% of the total Price for each commenced day of the delay.
12.5. If the Supplier violates the rules and regulations under Section 19.1, they shall pay the Customer a contractual fine in the amount set out in the annex to the methodology note ČEZ_ME_0342 – "Application of Restrictive and Sanctioning Measures in the NPP", and furthermore, the Customer reserves the right to restrict or deny access to NPP areas to the concerned personnel of the Supplier or their subcontractors and expel those that are already present there. Where the annex to the methodology note ČEZ_ME_0342 – Application of Restrictive and Sanctioning Measures in the NPP does not specify the amounts of contractual fines for violating the Customer's internal guidelines, the amount of the fine for every individual violation of the aforementioned rules shall be CZK 1,000.
12.6. If the Supplier breaches the obligation to take remedial measures within the meaning of Section 19.12, the Customer shall have the right to charge the Supplier with a contractual fine of CZK 20,000 for each individual breach of this obligation.
12. 7. If either Party infringes an obligation relating to the protection of Non-Public Information, the infringing Party shall pay to the other Party a contractual fine in the amount of CZK 100,000 for each infringement.
12.8. If either Party is late with a payment charged in accordance with the Contract, the debtor shall pay to the creditor interest on late payment equivalent to 0.02% of the owed amount for each commenced day of the delay.
12.9. The debtor shall pay the contractual fine/late payment interest by a direct bank transfer to the bank account indicated in the Contract.
12.10. Any contractual fine or late payment interest shall be payable within thirty days of receipt of concerned payment request by the other Party.
12.11. Payment of a contractual fine shall be without prejudice to either the obligation to discharge the duty concerned in a proper manner or to the other Party's claim to damages.

13 PROTECTION OF NON-PUBLIC INFORMATION

13.1. The Parties shall protect the confidentiality of all Non-Public Information they come across as part of their mutual transactions, in any form whatsoever, in writing, orally, by observation or otherwise.
13.2. The Parties undertake to maintain the confidentiality all Non-Public Information and not to disseminate or reproduce and disclose such information to any third party except to members of the bodies, representatives, employees, advisers or auditors of such Party or members of the Party's group (being any company or other entities which directly or indirectly control such Party or which are directly or indirectly controlled by such Party or which are directly or indirectly under common control with such Party). At the same time, the Parties undertake to protect the other Party's data carriers containing the Non-Public Information at least at the same level of protection and with the same quality standard of protection they apply to their own Non-Public Information.
13.3. In addition, the Parties undertake not to use the Non-Public Information without a prior written consent of the other Party in contravention of its purpose or the purpose of its disclosure for their own benefit or for the benefit of third parties, throughout the term of the Contract and then for such a period as the information may keep its value for the disclosing Party, but in any event at least for five years after the termination of the Contract.
13.4. If it is necessary for the Supplier to subcontract any activity to a third party, the Supplier may disclose the Non-Public Information to such a third party only with a prior written consent of the Customer and provided the third party assumes a contractual obligation in relation to the Supplier to protect the Non-Public Information disclosed at least as set out in these Terms and Conditions.
13.5. Either Party may, as necessary, disclose Non-Public Information that has been requested by state authorities, bodies and institutions without the other Party's consent.
13.6. If the Supplier is an obliged party pursuant to the Section 2(1) of Act No. 340/2015 Coll., laying down special conditions giving effect to certain contracts, on the publication of such contracts and the Register of Contracts (Register of Contracts Act), unless the Contract qualifies for any of the exemptions from the obligation to publish contracts pursuant to Section 3 of the Register of Contracts Act, the Customer shall publish the Contract in the Register of Contracts after anonymizing any Non-Public Information and other data that is not subject to publication in the Register of Contracts. In such a case, the Contract shall only come into effect upon publication in the Register of Contracts.
13.7. The obligations under sections 13.1 to 13.5 above do not apply to information that:
- is or has become part of the public domain without the receiving Party being at fault;
- the receiving Party already held before receiving it from the disclosing Party;
- the receiving Party has lawfully received from a third party;
- the receiving Party has developed independently of the information received from the other Party, which the Party may demonstrate through their records;
- is developed by the receiving Party independently and without the use of or reference to Non-Public Information; or
- is not considered Non-Public Information by written agreement of the Parties.

13.8. Disclosure of Non-Public Information does not imply any right to license, trademark, patent, right of use of copyrighted work or any other intellectual or industrial property right.
13.9. All Non-public Information shall remain the property of the disclosing Party and shall be returned to the disclosing Party by the receiving Party within three working days of receipt of the disclosing Party's written request or if such information or data provided is no longer needed by the receiving Party. The foregoing obligations under this Section shall not apply with respect to Non-Public Information to the extent: (i) as necessary to fulfil the obligations of the receiving Party (or persons lawfully in possession of Non-Public Information) under applicable and effective law or regulations binding on them governing the performance of their business; (ii) as Non-Public Information is held in automated back-up or archival IT systems; or (iii) as it is contained or referred to in minutes of a meeting of the statutory or controlling body of that receiving party (or any member of its group and its body), but provided only that such retained Non-Public Information or electronically stored archived Non-Public Information shall retain its confidential nature and shall continue to be subject to these Terms and Conditions.

14 CONTRACT TERMINATION

14.1. Either Party has the right to withdraw from the Contract on the ground of a material breach of the Contract by the other Party. The Supplier shall be deemed in material breach of the Contract in particular if: the Supplier assigns any of their obligations, duties or rights under the Contract or the exercise thereof to another party without a prior consent of the Customer; the Supplier repeatedly or in a gross manner breaches the rules concerning OHS, FP, EP and any other safety rules at the Place of Performance or at the Customer's Site, or acts in a manner that may cause damage to the property of the Customer; the accumulated contractual fines imposed upon the Supplier under the Contract reach an amount equivalent to ten percent of the Price; the Supplier repeatedly fails to adhere to the technological procedures, breaches the quality of the Supply under the relevant standards, the Contract or applicable legislation; or the Supplier is late in respect to at least two partial completion dates by more than sixty days or is late in delivery of the Supply by more than thirty days; in such a case, the Customer shall not be obliged to compensate the Supplier for any costs incurred in connection with the performance of the Contract.

14.2. The Customer shall also be entitled to withdraw from the Contract in the event that the administrative authority does not grant the permit (consent) necessary for the export of the item which is required for the Supply and which the Customer is obliged to send to the Supplier, or if the insolvency proceedings have been initiated against the Supplier or the insolvency decision of the Supplier has been issued, including under the laws of a foreign country, or if the Supplier has entered into liquidation.

14.3. The Customer shall withdraw from the Contract by serving a "Notice of Withdrawal" on the Supplier. The Supplier shall follow the instructions indicated in the Notice. The Customer may obtain the Supply or a part thereof elsewhere or repair or otherwise bring the Supply into compliance with the Contract. Any associated costs exceeding the Price shall be compensated by the Supplier within thirty days of receipt of the Customer's invoice Unless otherwise specified in the Notice of Withdrawal, upon receiving it, the Supplier shall immediately:

- suspend the Supply or a part thereof;
- terminate all subcontracts relating to the Supply;
- transmit to the Customer the Supply as is and assign to the Customer all rights to the Supply including any intellectual property rights relating thereto. Withdrawal from the Contract shall not relieve the Supplier from their obligation to pay any contractual fines, their obligations under the quality warranty for any unfinished parts of the Supply and their obligation to provide damages, where applicable.

14.4. Termination of the Contract shall be without prejudice to any claim of the Parties to the payment of any amounts due, interests on late payments, contractual fines and damages as well as any other claims under the Contract. The Parties undertake to settle any outstanding obligations under the Contract that arose prior to the termination within forty-five (45) calendar days of the day of termination.

15 RULES OF ETHICAL CONDUCT IN A CONTRACTUAL RELATIONSHIP AND VERIFICATION OF THEIR COMPLIANCE

15.1. The Supplier undertakes to comply with applicable and effective legal regulations, rules, and methods of conduct that fully comply with the CEZ Group Code of Ethics and its policy of compliance with legal and ethical principles in business, including the Pledge to Ethical Conduct. The Supplier has become acquainted with this Pledge of Ethical Conduct on the website www.cez.cz (in the section About the Company – For Suppliers). By signing this Contract, the Supplier undertakes to comply with the Pledge to Ethical Conduct in the performance of this Contract and any other contract, including its relations to third parties. Furthermore, the Supplier undertakes to demonstrate compliance with the Pledge of Ethical Conduct upon the Customer's request.

15.2. The Customer shall be entitled to verify the Supplier's compliance with the obligations arising from the Pledge of Ethical Conduct ("audit"). Audit shall be performed by an authorized party, which may be an employee of CEZ Group or a party authorized by CEZ Group to perform such audit ("auditor"). In performing its activities, the auditor is bound by confidentiality.

15.3. The purpose of the audit is to verify the Supplier's ability to ensure compliance with the obligations arising from the Pledge of Ethical Conduct. The basic auditing method is inquiry, usually in the form of a compliance questionnaire; an additional method is verification, usually in the form of targeted communication or documentation of relevant facts. A subsequent auditing method shall be conducted through external verifications, usually in the form of personal meetings with personnel and viewing selected documents and records available at the Supplier's facility (on-site inspection).

15.4. The Supplier is obliged to submit to the audit and to provide the Customer with the necessary cooperation to verify that the Supplier complies with the Pledge of Ethical Conduct, i.e. in particular within a reasonable period of time:

(i). to fill in the compliance questionnaire upon request and provide the supporting documents specified therein;
(ii). to provide additional information or documents upon request;
(iii). to allow the Customer to conduct external verification, including an on-site inspection.

15.5. The audit is usually initiated by sending a compliance questionnaire, which the CEZ Group company is entitled to send to all Suppliers. The Supplier is obliged to fill in the compliance questionnaire and send it back to CEZ Group within a specified period of at least 5 working days from receiving the questionnaire. If the auditor finds the results of the compliance questionnaire to be in accordance with the Pledge of Ethical Conduct, the audit is completed. In case of doubts, the auditor shall continue the verification by means of the verification method or external verification.

15.6. In the event that the auditor finds a breach of the Pledge of Ethical Conduct by the Supplier during the audit, the Customer or another CEZ Group company is entitled to notify the Supplier in writing of the identified breaches and request the Supplier to remedy the identified breaches within a reasonable period of time. The Supplier shall inform the Customer of remedying the breach of the Pledge of Ethical Conduct, including providing the necessary evidence. This is without prejudice to the Customer's right to terminate the contractual relationship with the Supplier for a material breach of the Pledge of Ethical Conduct pursuant to Section 15.8.

15.7. Should the Supplier fail to provide the Customer with the necessary cooperation even after repeated requests, or should the Supplier provide false, incomplete, or misleading information in the audit (including false answers to the compliance questionnaire), or should the Supplier fail to remedy the breaches identified in accordance with Section 15.6 within the specified period of time, this shall constitute a material breach of the Pledge of Ethical Conduct.

15.8. In the event that the Supplier

(i) commits a material breach of the Pledge to Ethical Conduct; or
(ii) repeatedly breaches the Pledge of Ethical Conduct in a less serious manner,

this constitutes a breach of the Contract in a material manner and the Customer shall be entitled to withdraw from the Contract as a whole or, where applicable, only from a partial performance, terminate the Contract, and/or suspend the receipt of supplies from the Supplier until the defective condition has been remedied.

15.9. Regardless of the foregoing,

(i) The Supplier's personnel shall not be obliged to individually sign their consent to honor the Pledge of Ethical Conduct but the Supplier hereby undertakes to ensure that the Pledge of Ethical Conduct is honored by its employees and in relations with subcontractors and other third parties;
(ii) The Supplier shall not be obliged to comply with the requirements of the Pledge of Ethical Conduct if compliance with it would cause a breach of the confidentiality obligation established under public law which the Supplier has towards third parties, or a breach of valid and effective public law regulations; the Supplier shall notify the direct contact at CEZ Group;
(iii) The Supplier shall keep records regarding its performance for the Customer in the manner agreed in the Contract, otherwise in the manner customary for the Supplier, but at least in accordance with the requirements of applicable and effective legislation;
(iv) The Supplier shall reasonably provide auditors with access to records and information relating to the Supplier's performance for the Customer for the purpose of verifying compliance with the Pledge of Ethical Conduct, but shall not be obliged to provide the Customer or its auditors with unrestricted physical access to its records or its network;
(v) The provisions of the Pledge of Ethical Conduct relating to intellectual property, internal and confidential information and the protection thereof, or returning documents of a confidential or internal nature, shall not apply to the extent that a different procedure is agreed in the Contract or any other contract between the Supplier and the Customer on specific points;
(vi) The obligation to comply with anti-money laundering and anti-terrorist financing legislation (AML), including beneficial ownership regulations, shall apply to the Supplier to the extent of the applicable and effective legislation to which the Supplier is subject.

15.10. By signing the Contract, the Supplier warrants and represents that:

(i). they comply with their obligations towards the State in a timely and proper basis, in particular their obligation to pay the value added tax on a timely and proper basis, submit proper, timely and transparent value added tax returns;
(ii). they are not in an economic position that could compromise their ability to fulfill their trade liabilities and/or obligations towards the State in a proper and timely manner, including their tax liabilities; and at the same time, taking into account their financial, economic and commercial position, there is no risk of the Supplier losing the ability to honor their trade liabilities or obligations towards the State, including tax liabilities, in a proper manner;
(iii). no insolvency proceedings have been initiated against them and there is no threat of such proceedings being initiated as the Supplier is not in a position that can be classified as bankruptcy under the applicable law and there is no risk of such situation occurring;
(iv). they have never been involved and there is no risk that they will become involved in a tax evasion, or that they would themselves engage in tax evasion, i.e. by acting in contravention of the law, and that they have never engaged in an act of fraudulently eliciting tax advantages, and that they will never act in a manner that could be qualified as fraudulent elicitation of tax advantages, etc.;
(v). they will ensure that all of their representations and warranties they have made to the Customer are and will remain valid and effective, true and complete throughout the term of the relevant contractual relationship.
(vi). At the Customer's request, the Supplier shall provide the Customer with a confirmation from the tax administrator that the Supplier has no overdue tax liabilities.
(vii). The Supplier shall inform the Customer, in writing and in a demonstrable manner, of any changes to the representations under (i) to (vi) above, without undue delay and in any event within 3 (three) working days after they became aware of such changes and/or after they could become aware of such changes had they exercised proper care, providing a detailed description of the change.
(viii). The Supplier understands that if such change occurs with them during the performance that will be notified and/or such change occurs that will not be notified, but the Customer will be able to prove that such change has occurred, etc., this will constitute a material breach of the Contract and the Customer will have the right to withdraw from the Contract (as a whole or in respect of any specific supply as the case may be), terminate the Contract and/or suspend the collection of supplies from the Supplier until remedy is provided.

16 THE USE OF ARTIFICIAL INTELLIGENCE IN THE PROVISION OF THE SUPPLY

16.1. The Parties are aware that under the Contract, the Supply may be provided in the form of an AI system or, as the case may be, the AI System may be involved in the provision of Supply.

16.2. If the AI System will be part of the Supply or if the AI System will be involved in the provision of the Supply, the Supplier undertakes at least:

(i). to inform the Customer in writing in advance of the provision or involvement of the AI System;
(ii). to comply with the AI Act and other related regulations;
(iii). not to provide or engage the AI System in the form of a high-risk AI system pursuant to Section 6 of the AI Act unless agreed in writing in advance by the Parties.

16.3. In the event that part of the Supply comprises software or other work that was created using the AI System, where such work is not considered to be a work of authorship, the Supplier undertakes to secure, for the benefit of the Customer, the use rights to such work or parts thereof to the maximum extent permitted by law and third party license terms.

16.4. The Supplier is further obliged to ensure that deep fake pursuant to the Section 3(60) of the AI Act created by the AI System is identified as "deep fake" or as "AI generated content" and furthermore, it is indicated by which AI System it was created.

16.5. Any breach of this Article shall be deemed a material breach of the Contract.

17 SPECIAL PROVISIONS APPLICABLE TO SUPPLIERS THAT ARE NOT TAX RESIDENTS OF THE CZECH REPUBLIC

17.1. Upon conclusion the Contract, the Supplier is obliged to provide the Customer with a declaration concerning its tax residence and the existence or absence of the Supplier's permanent business premises in the territory of the Czech Republic, as well as an original certificate of their tax residence issued by the respective tax administrator.

17.2. By signing the Contract, the Supplier represents they are the beneficial owner of the proceedings generated under the Contract, within the meaning of the relevant treaty on the prevention of double taxation concluded between the Czech Republic and the country whose tax resident the Supplier is. If the Supplier is not the beneficial owner of the proceeds within the meaning of this provision, they shall immediately inform the Customer thereof.

17.3. The Supplier authorizes the Customer to deduct any withholding tax from the payments to be made to the Supplier pursuant to any treaty on the prevention of double taxation, where required by the applicable legislation. In such a case, the Customer shall pay the tax to the Czech tax administrator and provide the Supplier with a receipt issued by the Czech tax administrator certifying the amount of the withheld and paid tax, if such confirmation is requested by the Supplier.

17.4. In the event the conditions set out under Section 38e of Income Tax Act No. 586/1992 Coll. (hereinafter referred to as the “Income Tax Act”) are fulfilled, the Customer shall be entitled to withhold the tax on any payments to be made to the Supplier in the amount as set out by the Income Tax Act or by a valid decision issued to the Supplier by their tax administrator in the Czech Republic. If the Supplier holds such a decision, they must make it available to the Customer before issuing the first invoice or immediately after it is issued by the tax administrator. Failing that, the Customer has the right to apply the tax collection mechanism in the amount determined by the Income Tax Act.

17.5. By signing the Contract, the Supplier undertakes to inform the Customer in writing with no undue delay of any changes on the part of the Supplier that may affect the correct application of the withholding tax or of the tax collection mechanism within the meaning of the preceding paragraphs of this Article, in particular of any changes to the Supplier’s tax residence, of the establishment/decommissioning of the Supplier’s permanent business premises in the Czech Republic, or any change to the beneficial ownership of the proceeds generated by the Contract,

18 PRIVACY PROTECTION

18.1. When performing the Contract, the Parties are generally obliged to proceed in accordance with Regulation (EU) No. 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), (hereinafter referred to as the “Regulation”) and Act No. 110/2019 Coll, Data Protection Act (hereinafter referred to as the “DPA”). For details on the processing of personal data by the Customer go to https://www.cez.cz/cs/o-cez/cez/ochrana-osobnich-udaju/informace-o-zpracovani-osobnich-udaju.

18.2. If the Parties process personal data for the purposes of the Contract, they will enter into a personal data processing contract to that end pursuant to Section 28(3) of the Regulation and the DPA.

19 SPECIAL ARRANGEMENTS FOR PERFORMANCE RELATING TO NUCLEAR INDUSTRY (NI)

19.1. When fulfilling a Contract, the Supplier shall observe the internal guidelines of the Customer specified in the “List of Documents Binding upon Suppliers”, as in force, (hereinafter referred to as “ZDD”), for example, the Customer’s shared Documentation No. ČEZ_SDJ_0001 or ČEZ_PChD_0001 and comply with the conditions stipulated therein (with individual documents regulating the Temelín and Dukovany NPPs). The Customer shall notify the Supplier of the manner and the possibilities of reviewing the ZDD. The Supplier shall also comply with other internal regulations of the Customer which have been communicated to them or in respect of which the Supplier has been provided with a way and an opportunity to review them.

19.2. The Supplier undertakes to send its personnel who are going to enter the NPP site to attend a training event as specified in the Customer’s shared documentation No. ČEZ_ME_0012 – Instruction for NPP Contractor personnel and the methodology note ČEZ_ME-ETE_0075 and ČEZ_ME-EDU_0042, transmitted as part of the ZDD; ensure compliance with the Customer’s conditions for personnel entering the NPP site; and assume responsibility, at all their work posts located there, for compliance with regime measures and emergency preparedness.

19.3. The Supplier undertakes to ensure that the Supplier's Personnel who will enter the guarded area and/or the vital area of the Dukovany NPP or the Temelín NPP, shall meet the conditions under Atomic Act.

19.4. If the Supply is provided on site at the Dukovany or Temelín NPPs, the Supplier shall comply with all internal guidelines and instructions of the Customer relating to occupational safety and hygiene, fire protection and technological safety, radiation protection, waste disposal, site order and regime measures regarding the movement of persons and transport of material across the Dukovany or Temelín NPP sites that have been communicated to the Supplier. Among other things, the Supplier undertakes to comply with any instructions relating to the prohibition to use radio stations and mobile telephones. Radio stations and mobile telephones must be switched off in all areas and rooms marked with a warning sign, especially in the main production unit buildings: the engine room, longitudinal intermediate building, cross intermediate building, diesel generator station.

19.5. Prior to commencing the work, the Supplier shall ensure that the Supplier's Personnel is demonstrably trained in the regulations referred to in Sections 19.1. to 19.4. above. The Customer has the right to inspect the fulfilment of the aforementioned obligation as well as the actual compliance with the regulations pursuant to Sections 19.1 to 19.4. The Customer shall make a record of the result of this inspection, usually in a Logbook. Repeated breaches of the obligations set out in these regulations or in the Contract shall be deemed a material breach of the Contract.

19.6. The Supplier shall be regarded as the originator of waste in accordance with Act No.541/2020 Coll., on waste (hereinafter referred to as the "Waste Act") and must ensure the management of this waste in accordance with the Waste Act and its implementing decrees if waste is generated on site at the Dukovany or Temelín NPPs (including premises leased to the Supplier and detached workplaces) by its activities in connection with the Supply with the following exception.

The Customer is considered to be the originator of the following waste:
- separated waste of the category other - paper, plastics, glass, metals, beverage cartons, biodegradable waste of Groups 15 01 and 20 01 13 of the Waste Catalogue;
- municipal waste of the Waste Catalogue numbers 200301 and 200307;
- radioactive waste;
- waste containing radioactive substances released from the workplace;
- metallic waste, including cables of the Waste Catalogue number 17 04 11;
- waste oils and liquid fuels of Group 13 of the Waste Catalogue;
- waste generated during cleaning, maintenance and repair of the Customer's equipment and technology;
- parts of technological equipment owned by the Customer.

19.7. The Supplier undertakes to ensure that the Supplier's Personnel concerned in Dukovany or Temelín NPPs during emergency drills, events of emergency or events of radiation emergency to follow instructions given by shift engineer, assembly team, shelter team and emergency staff of the Customer.

19.8 The Supplier shall fulfill all duties in this Article 19 without a claim to financial compensation.

THE QUALITY OF SUPPLY TO NI AND ITS CONTROL

19.9. In the case of Supply for which a test is required, the Supplier shall arrange for the submission of documents for such test and shall invite Authorized Representatives of the Customer and, where applicable, of the state supervisory authorities through the Customer to carry out the test. The documentation to be prepared for the Supply shall be prepared in accordance with the Customer's requirements, the Supplier's applicable procedures, and any other legal or technical regulations applicable to the Supply.

19.10. The Supplier shall comply with and contractually ensure compliance by all its subcontractors with the Quality Plan, the Inspection and Testing Plan (ITP), and the management system documentation relating to the Supply. The Supplier undertakes to use only products for the production of the Supply which have such characteristics that the requirements and provisions of the relevant regulations, in particular Act No. 22/1997 Coll., on technical requirements for products and on amendment and supplementation of certain acts, and its implementing regulations, are complied with.

19.11. The Supplier undertakes to use only materials and parts that meet the relevant requirements of the Decree No. Regulation No. 358/2016 specifying requirements on quality assurance and technical safety and assessment and verification of conformity of selected equipment. In providing the Supplies, the Supplier shall comply with all applicable legal regulations (in particular the regulations referred to in this Article), with particular regard to safety. Any divergences from these requirements shall be regarded as non-conformities pursuant to the Atomic Act. In justified cases where the Customer is willing to accept Supply with Divergences, these Divergences are pre-identified, negotiated and recorded together with an agreement of the Parties defining how these will eventually be resolved and therefore applied to the given Supply; this is without prejudice to the obligation of the Parties to conclude an amendment to the Contract, or the Customer may accept a Deviation Protocol (upon delivery of the goods to the Customer's stock). Part of the Supply shall also contain, among other items, a summary of all applicable legal regulations, technical standards, internal norms of the Customer and other similar documentation followed by the Supplier in providing the Supply.

19.12. The Supplier is obliged to have established and maintained a management system in accordance with the requirements of Section 30 of the Atomic Act and Decree No. 408/2016 Coll. (Management System) to the extent relevant to the subject of the Supply referred to in Section 29(1) of the Atomic Act. The Supplier is also obligated to carry out quality control. The Customer reserves the right to physically verify the Supplier's quality assurance and Management system, and the implementation of quality control throughout the term of the Contract, including the subcontractors. The Supplier shall allow the Customer to inspect the Supply at any time until delivery, including at the manufacturing plant, or at any subcontractor. The Supplier shall allow the Customer, through its own professional personnel or an independent third party authorized by the Customer and agreed by the Supplier, to audit the Management System, to audit the production process of the selected equipment or to assess the Supplier, both directly at the Supplier and at the subcontractors, and this right shall be

exercised and secured by the Supplier in the contracts with its subcontractors. The purpose of the Supplier' s assessment is to evaluate the quality of the Supply delivered by the Supplier using feedback from the Customer. The Supplier shall create the conditions and provide the necessary cooperation for the audit of the Management System, for the audit of production process of the selected equipment, as well as for assessment of the Supplier or inspection by thy Customer, including access to the quality control documentation and provision of any sample of material or product that is in the Supplier's stock or stock records at the time of the audit for analysis and testing. Upon request, the Supplier shall promptly provide the sample to the person conducting the audit, assessment or inspection for analysis and testing. These inspections shall not exonerate the Supplier from the obligation to perform his own quality control, and do not exonerate it from work defect liabilities. By means of the audit and the assessment, the Customer verifies compliance with the requirements of Atomic Act, in particular Sections 29 and 30, and with the requirements of Decree No. 408/2016 Coll. (Management System Requirements Decree) and No. 358/2016 Coll. specifying requirements on quality assurance and technical safety and assessment and verification of conformity of selected equipment. The Customer shall be entitled to withdraw, restrict or suspend the Supplier's Organization Authorization, i.e. a certificate of proper implementation of the Management System issued by the Customer in accordance with its internal regulations (Organization's Authorization), inter alia, in the event that the audit identifies a material breach of the requirements for the Management System; such breach of the Management System by the Supplier shall constitute a material breach of the Contract. If the Customer discovers a non-substantial breach of the Management System during an audit, the Supplier shall be obliged to take remedial measures in a manner and at the time agreed by the Customer and to prevent repeated occurrence of such breach; failure to take remedial measures identified in two consecutive audits shall constitute a material breach of the Contract.

19.13. If the Supplier does not have Organization's Authorization at the any time of providing the Supply to the extent relevant to the subject matter of the Supply, the Supplier may continue providing the Supply only under the so-called Special Quality Control. Special Quality Control is exercised by the Customer. The scope and the conditions of the Special Quality Control shall be determined by the Customer. Should the Supplier fail to comply with the terms and conditions of the Special Quality Control, or should the Supplier fail to provide the Customer with all necessary cooperation, including in relation to the subcontractor (or manufacturer), as well as in communication with this subcontractor, the Supplier is not entitled to continue to provide the Supply, and this shall be deemed a material breach of the Contract. The costs incurred by the Supplier in connection with Special Quality Control are included in the Price, and the Supplier shall reimburse the Customer in full for the proven costs incurred by the Customer in connection with the Special Quality Control. The Customer shall be entitled to withdraw, restrict or suspend the Supplier's Organization's Authorization if, inter alia, the Customer discovers, during the inspection of the Supply, a breach of the Supplier's Management system with a potential impact on nuclear safety or the operability of the Customer's facilities; such breach of the Supplier's Management system shall be deemed a material breach of the Contract.

19.14. The Supplier's subcontractor to be involved in the delivery of or activities on the selected equipment must have established and maintained a Management System. If the Subcontractor has a Management System certified by an Organization's Authorization, but the Organization's Authorization ceases to be authorized during the course of providing the Supply to the extent relevant to the subject matter of the Supply, the Customer shall immediately inform the Supplier of this fact. The Supplier shall be obliged to replace such subcontractor without undue delay with another subcontractor that has established a Management System and, if necessary, to take other remedial measures without undue delay to eliminate the identified deficiencies and to prevent their further or repeated occurrence, all at the Supplier's expense.

19.15. As part of the management system, the Supplier shall have predetermined requirements for the selection and qualification of the product or service subcontractors and shall manage and monitor the supply of products or services within the meaning of Sec. 30(1) of the Atomic Act and shall select and qualify its subcontractors on the basis of these requirements. At the request of the Customer, the Supplier is obliged to prove the qualifications of its subcontractors involved in the Supply. The Supplier shall supervise the subcontractors involved in the Supply pursuant to Sec. 30 of the Atomic Act. The Supplier shall also incorporate into its management system a system for the transfer of information and obligations arising from the Contract to its subcontractors and any of its subcontractors. The results of the assessment of the management system and the assessment of the processes, activities, and their outputs in the Supplier's management system shall be promptly provided by the Supplier to the Customer as part of the performance of the Contract upon the Customer's request.

19.16 The Supplier undertakes to prepare a quality assurance plan (QAP) for the production of selected equipment subject to the requirements of Section 12(2) of Decree No. 358/2016 Coll. specifying requirements on quality assurance and technical safety and assessment and verification of conformity of selected equipment. In case the manufacturer does not have an Organization's Authorization for the manufacture of the selected equipment subject to the requirements of Section 12(3) of the aforementioned Decree, the Supplier undertakes to prepare a QAP also for the manufacture of such selected equipment. The QAP must be prepared separately for the manufacture of each selected equipment (it does not apply to parts of the selected equipment and materials or semi-finished products for manufacture of the selected equipment). The QAP must comply with the requirements of the CEZ_FO_1578 form. The Supplier shall submit the draft of the QAP to the Authorized Representative of the Customer and subsequently incorporate its comments into the final version of the QAP. The Supplier shall provide the draft of the QAP and the final version of the QAP in a digitally editable form compatible with MS OFFICE (.doc, etc.) to the Authorized Representative of the Customer via e-mail or other form of mutual electronic communication. The Supplier shall notify the Authorized Representative of the Customer by e-mail of the readiness to commence manufacture of each individual selected equipment manufactured under the QAP at least 45 days prior to the commencement of manufacture for a possible audit of the production process of the selected equipment. The Supplier shall also provide an update of the QAP, if any, with the addition of any other information requested by the Customer. The Customer shall approve the QAP after the production process audit. The Supplier undertakes to ensure that the manufacture of the selected equipment is carried out in accordance with the approved QAP.

20 OTHER PROVISIONS

20.1. The law of the Czech Republic shall be the governing law to the exclusion of 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 a general court with its jurisdiction given by the place of the registered office of the Customer as on the date of bringing the action.

20.2. The Supplier is obliged to take such measures so that the Supply does not in any way contravene international sanctions, in particular Council Regulation (EU) 2022/576 of 8 April 2022 amending Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine, or that the Supplier or its subcontractors are not in any way subject to individual financial sanctions, i.e. the restrictions listed in Annex I to Council Regulation (EU) No 269/2014 of 17 March 2014 concerning restrictive measures in respect of actions undermining or threatening the territorial integrity, sovereignty and independence of Ukraine, Council Regulation (EU) No 208/2014 of 5 March 2014 concerning restrictive measures directed against certain persons, entities and bodies in view of the situation in Ukraine, or Annex I to Council Regulation (EC) No 765/2006 of 18 May 2006 concerning restrictive measures against President Lukashenko and certain officials of Belarus. In this context, the Supplier is also obliged to inform the Customer without undue delay that the Supplier or its subcontractors are subject to international sanctions. If the Supplier breaches any of the aforementioned obligations, the Customer shall be entitled to withdraw from the Contract.

20. 3. Amendments to the Contract may only be executed by a written amendment signed by Authorized Representatives of both Parties, except for amendments made by a Deviation Protocol pursuant to Section 1.9 of these Terms and Conditions; any other form of agreement is excluded. An agreement concerning the full content thereof is required for an amendment to the Contract to take effect. Changes to the contact persons of the Parties listed in the Contract or to their telephone or e-mail addresses may be effected by written notice to the other Party.

20.4. The Parties may also request compensation for non-property damage.

20.5. The Supplier shall state the Customer's Contract number in all documents. Documents in connection with the performance of the Contract shall be sent to the mailing address indicated in the Contract. For the avoidance of doubt, electronic mail shall be deemed delivered at the time the email message is sent or postal data message is delivered to data box pursuant to Act No. 300/2008 Coll. and a paper document shall be deemed delivered on the third working day after dispatch; however, if the consignment has been sent to an address in a different country, it shall be deemed delivered on the fifteenth day after dispatch. The effects of a delivery shall occur even if the addressee thwarts the receipt.

20.6. The applicable legislation as well any internal guidelines referenced by the Terms and Conditions or the Contract shall be used as in force (in the current revision); if they are repealed, the regulations or standards that replace them in terms of content shall be used instead (this does not apply to technical standards, which always apply as specified in the Contract).

20.7 The present Terms and Conditions come into force and take effect on 13 November 2026, superseding the previous version of the Terms and Conditions.