

Article 1 | Introductory provisions and definition of certain terms

1.1 Client: The Client (customer) means the company **OMEXOM GA Energo s.r.o.**, Company ID No.: 49196812, with its registered office at Na Střilně 1929/8, Bolevec, 323 00 Plzeň, registered in the Commercial Register maintained by the Regional Court in Plzeň, Section C, File No. 4355 (hereinafter referred to as the "Client").

1.2 Contractor: The Contractor (supplier) means the person who has concluded a Contract with the Client on the basis of the Client's Order (hereinafter referred to as the "Contractor"). The Contractor may be either a self-employed natural person or a legal entity.

1.3 Order: Any Order placed by the Client, the subject of which is the Work requested by the Client, constitutes a proposal to conclude a contract within the meaning of Section 1731 of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as **the "Civil Code"**), specifically a Contract for Work pursuant to Section 2586 et seq. of the Civil Code (hereinafter referred to as **the "Order"**). The Order is addressed (delivered) to the Contractor by the Client, usually electronically (by email), to the Contractor's contact address.

1.4 Contract: By confirming the Order in the manner set out in Article 2 of these Terms and Conditions, a contract for work is concluded in accordance with the provisions of Section 2586 et seq. of the Civil Code (hereinafter referred to as **the "Contract"**). Confirmation (acceptance) of the Order gives rise to a legally binding relationship between the Client and the Contractor, which is governed by the terms of the Contract (the confirmed Order), these Terms and Conditions, and the General Contractual Terms and Conditions for Health and Safety, Fire Safety and Environmental Protection (see paragraph 1.5 of this article of the Terms and Conditions below). The confirmed Order constitutes the Contract.

1.5 Terms and Conditions: These Terms and Conditions of the Client constitute the terms and conditions pursuant to Section 1751 of the Civil Code. These Terms and Conditions, together with the Contract (confirmed Order), govern the contractual terms of the contractual relationship between the Client and the Contractor, which is established on the basis of the confirmed Order (Contract). These Terms and Conditions form an integral part of every Order and Contract (hereinafter referred to as **the "Terms and Conditions"**). In addition to the Terms and Conditions, the General Terms and Conditions for Health and Safety, Fire Protection and Environmental Protection, which are

published on the Client's website www.gaenergo.cz under the "ABOUT US" link, "DOCUMENTS" tab, also form an integral part of every Order and Contract. In the event of any conflict or ambiguity between these Terms and Conditions and the General Contractual Terms and Conditions for Health and Safety, Fire Protection and Environmental Protection, these Terms and Conditions shall prevail and have greater legal force.

1.6 The Work: Pursuant to the Contract, the Contractor undertakes to carry out the work (hereinafter referred to as the "**Work**") at its own expense, risk and peril for the Client, and the Client undertakes to accept the properly completed Work and to pay the Contractor the price of the Work, all in accordance with the terms set out in the Contract (confirmed Order), including its annexes and these Terms and Conditions. The specific specification of the Work is contained in (set out by) the Contract (confirmed Order). The Work shall mean the production of a specific item, unless it falls under a sales contract, and further the maintenance, repair or alteration of an item, or an activity with a different outcome. The Work shall always mean the construction, maintenance, repair or modification of a building or part thereof. For the purposes of these Terms and Conditions, the Work shall also mean an activity with a different outcome, such as the provision of the Contractor's equipment or machinery to the Client, including, for example, assembly platforms, cranes or other equipment of the Contractor, which is provided to the Client by the Contractor, including the relevant operator of the Contractor's equipment or machinery (e.g. driver, machine operator, other form of operator, etc.). For the purposes of these Terms and Conditions, the term 'operator of the Contractor's equipment or machinery' means any person in any capacity provided by the Contractor in connection with any of the Contractor's equipment or machinery (e.g. driver, machine operator, other form of operator, etc.).

1.7 Contractor's Terms and Conditions: By confirming the Order, the Contractor expresses its unconditional agreement that any general terms and conditions of the Contractor or any other terms and conditions to which the Contractor may refer do not apply to the relationship established by the Contract (confirmed by the Order) between the Contractor and the Client.

1.8 Contractual Relationships: These Terms and Conditions govern and shall continue to govern all contractual relationships between the Client and the Contractor established on the basis of the confirmed Order (Contract). These Terms and Conditions also govern the rights and obligations arising from a breach of the confirmed Order (Contract) and, furthermore, any disputes referred to in Article 8, paragraph 8.8 of these Terms and Conditions.

Article 2 | The Client's Order and the Formation of the Contract

2.1 Contents of the Order: The Client's Order shall generally contain: a) the Client's request for the Contractor to undertake to perform the Work within the timeframe specified in the Order, b) a description (description) of the Work, c) the price of the Work, which the Client undertakes to pay to the Contractor for the proper performance of the Work, d) the date of issue of the Order, e) the deadline for completion of the Work, f) the place of performance of the Work, and g) other conditions contained in the Order.

2.2 Confirmation of the Order: In order to conclude the Contract, the Contractor is obliged to confirm the Client's Order unconditionally. A simple electronic, faxed or written communication from the Contractor delivered to the Client, the content of which constitutes confirmation of the Order (e.g. the Contractor's email reply confirming receipt of the Order, or any other expression of intent to accept the Order), shall suffice for the unconditional confirmation (acceptance) of the Order. If the deadline for confirmation (acceptance) of the Order is not expressly stated in the Order, it shall be a maximum of **3 working days** from the date the Order is sent by the Client, unless the Client decides to accept a later confirmation of the Order by the Contractor. The Contractor shall send the Order confirmation to the Client via email to the Client's contact email address centralninakup@gaenergo.cz or to the contact email address from which the Order was placed by the Client. The Contractor's email confirming the Order need not bear a guaranteed electronic signature of either the Client or the Contractor for the acceptance to be binding. No later than **3 working days** after confirmation of the Order, the Contractor is obliged to send the Client, to the contact email address, an electronic scan (copy) of the confirmed Order (Contract) bearing the Contractor's stamp and signature.

2.3 Conclusion of the Contract: The Contract is concluded at the moment the Client receives the Contractor's confirmation of acceptance of the Order in accordance with paragraph 2.2 of this article of the Terms and Conditions. This is without prejudice to the provisions of paragraph 2.4 of this article of the Terms and Conditions. By accepting the Order, the Contractor confirms that it had a genuine opportunity to influence the content of the terms of the Order itself (i.e. the Contract) and also had the opportunity to influence the terms of these Terms and Conditions. The Contractor is not entitled to alter the Terms and Conditions or the content of the Order (Contract) in any way without the prior written consent of the Client, in particular terms such as the specification of the Work, the completion date, the price of the Work or others. The Contractor acknowledges and agrees that the person confirming on behalf of the Contractor the acceptance of the Work, which is the subject of the Order (Contract), is not authorised to make any

changes to the content of the terms and conditions of the confirmed Order (Contract). Apart from the Client's statutory representatives, only the person who issued the Order or commissioned its issuance is authorised to amend the terms of the confirmed Order (Contract) as well as these Terms and Conditions, and such legal acts must be made exclusively in writing.

2.4 Addenda or deviations from the Order: A confirmation of the Order subject to conditions or any other response from the Contractor containing an addendum or deviation to the Order which does not substantially alter the terms of the Order as an offer shall not constitute acceptance, even if the Customer, as the proposer, does not reject such acceptance without undue delay. The Client, as the proposer, in accordance with Section §1740 (3) of the Civil Code, excludes the possibility of accepting the Order (offer) with any amendment or deviation, including those that do not substantially alter the terms of the Order.

2.5 Cancellation of the Order: The Client reserves the right to revoke (cancel) the Order at any time, no later than the time when the Client has demonstrably received the Contractor's confirmation of acceptance of the Order.

2.6 Scope of the Terms and Conditions: Prior to confirming (accepting) the Order, the Contractor is obliged to familiarise themselves in full with these Terms and Conditions of the Client and the General Contractual Conditions for Health and Safety, Fire Protection and Environmental Protection, which form a separate annex to the Contract (confirmed Order). The current version of the Terms and Conditions and the General Contractual Conditions for Health and Safety, Fire Protection and Environmental Protection is published on the Client's website www.gaenergo.cz under the 'ABOUT US' link, 'DOCUMENTS' tab. By confirming the Order, the Contractor confirms that it has familiarised itself in full with these Terms and Conditions and the General Contractual Conditions for Health and Safety, Fire Safety and Environmental Protection; furthermore, by confirming the Order, the Contractor expresses its unreserved and unconditional consent to the fact the contractual relationship established between the Contractor and the Client on the basis of the Order and the Contract (i.e. the confirmed Order) shall be governed by the terms of the Contract (the confirmed Order), these Terms and Conditions, and the General Contractual Terms and Conditions for Health and Safety, Fire Protection and Environmental Protection, which the Contractor undertakes to comply with.

2.7 Termination of the Contract: Until the Work has been completed, the Client is entitled to withdraw from the Contract or any part thereof without giving any reason. Should the Client exercise the right to withdraw from the Contract or any part thereof without giving any reason in

accordance with the preceding sentence, the Client shall be obliged to pay the Contractor the amount corresponding to the work (part of the Work) already performed, provided that the Contractor cannot otherwise utilise the results thereof. The provision in the preceding sentence applies exclusively to cases where the Client withdraws from the Contract without giving any reason. The provision in this paragraph shall therefore not affect the Client's right to withdraw from the Contract or any part thereof for reasons (a reason) specified by law and/or for reasons set out in the Contract or these Terms and Conditions.

2.8 Settlement upon termination of the Contract: No later than 15 calendar days from the date on which the termination of the Contract and/or any part thereof takes effect, the Contractor shall, by any means, provide the Client with a complete overview of the work, services, activities and supplies performed to date in relation to the Work (or part thereof) already completed. A written record of such handover and acceptance of the part of the Work shall be drawn up by both contracting parties, which shall, in particular, describe in detail the state of progress of the Work, provide an assessment (valuation) thereof, any defects and outstanding work shall be identified and the method of their rectification agreed, and a list of all works, services, activities and supplies required to complete the Work shall also be provided. In such a case, the Client shall be entitled to rights arising from liability for defects in the part of the Work in accordance with Article 5 of these Terms and Conditions in relation to the part of the Work which the Client has taken over. The Client undertakes to pay the Contractor a proportionate part of the price of the Work corresponding to the scope of the part of the Work handed over and accepted, within 30 calendar days of the date on which the Client accepted the part of the Work from the Contractor, including a summary of the work, services, activities and supplies performed. Upon payment of the proportionate part of the price of the Work, the Contractor shall have no further financial claim against the Client, nor any right to any additional costs, demobilisation or operating costs, loss of profit, compensation for damages, purchased materials, ordered services, unjust enrichment, or compensation for other losses, etc.

Article 3 | Conditions for the Execution of the Work

3.1 Quality and Method of Execution of the Work: The Contractor is obliged to carry out the Work with all due care, to the highest standard, within the agreed timeframe and in accordance with the Contract, these Terms and Conditions, the annexes to the Contract and all relevant legal regulations and Czech, European and ISO standards applicable to the Work, as well as the General Contractual Conditions for Health and Safety at Work, Fire Protection and Environmental Protection. The Work, as well as all materials and other items used in the performance of the

Work, must comply with all legal regulations, technical requirements and technical and safety standards applicable to the type of Work in question. In performing the Work, the Contractor is bound by the Client's instructions and orders. The Contractor is obliged to notify the Client in writing without undue delay, but no later than within 3 working days of the instruction or order being given, or of the handover of the items for the performance of the Work, of the unsuitability of any instructions or orders issued by the Client, as well as the unsuitability of any items handed over by the Client for the performance of the Work. An unsuitable instruction from the Client, or an order from the Client to use items that are clearly unsuitable, does not entitle the Contractor to withdraw from the Contract, even if the Contractor has notified the Client in writing in advance of the unsuitability of the Client's instructions or items.

3.2 Contractor's Subcontractor: The Contractor is obliged to carry out the Work exclusively independently and personally. The Contractor is entitled to carry out the Work or part thereof through a subcontractor who has been approved in writing in advance by the Client. Without the Client's prior written consent, the performance of the Work, including all its parts, through the Contractor's subcontractor is prohibited, and any breach of this prohibition shall be deemed a material breach of the Contract. The Contractor's liability shall not be affected in any way by the performance of the Work by a subcontractor.

3.3 Construction Logbook: Where the subject matter of the Work involves the construction, maintenance, repair or alteration of a building or part thereof, the Contractor shall be obliged to keep a written construction logbook and to fulfil all obligations laid down by law, in particular building regulations. In all other cases not covered by the first sentence, the Contractor is obliged to keep a logbook of the progress of the Works and to record therein the progress of the Works, including in particular a statement of work performed, a statement of materials used, a timesheet, etc., unless otherwise agreed in writing by the contracting parties. The Contractor is obliged to allow the Client regular and unrestricted inspection of all entries in the logbook, as well as of the actual execution of the Work, including the taking of copies, extracts or records from the contents of the logbook. The Client is entitled to record specific instructions and orders regarding the performance of the Work in the logbook, and the Contractor is obliged to continuously record the status of the fulfilment of these instructions and orders.

3.4 Place of performance of the Work: The Contractor shall ensure that its workers (employees) are visibly identified by the Contractor's business name or the Contractor's name at the place of performance of the Work. Should the Contractor be provided with any documents, identification cards, access cards, access passwords, project documentation, etc. (hereinafter referred to as

“documents”) for the duration of the performance of the Work, the Contractor is obliged to return all such documents to the Client without delay upon completion of the Work or termination of the Contract. In the event of loss or damage to the documents, the Contractor shall be obliged to compensate the Client for the resulting damage, as well as for any damage arising from the misuse of the documents by a third party. Without undue delay after completion of the Work, the Contractor is obliged to restore the site where the Work was carried out to its original clean and proper condition (properly clear the construction site) and hand it over to the Client in the form of a written handover report. The site where the Work was carried out may be handed over together with the Work upon its acceptance.

3.5 Changes to the Work: The Client is entitled to request changes to the Work until the Work has been completed (i.e. finished and handed over). The Client's request for a change to the Work must specify the scope of the requested changes. The Contractor is obliged, within 3 working days of receiving the Client's request for a change to the Work, to propose in writing to the Client the options and method for implementing the change to the Work, their impact on the price of the Work and the deadline for completion of the Work. If the Contractor fails to do so within the specified period, it shall be deemed that the changes requested by the Client have no effect on the price of the Work or the deadline for completion of the Work. A change to the Work is only possible with the prior written consent of the Client.

3.6 Testing of the Work: If the completion of the Work is to be demonstrated by the performance of tests, the Work shall be deemed completed only after all tests have been successfully performed. The scope of the tests shall be determined by the Contract, and/or the annexes to the Contract, and/or legal regulations, and/or Czech, European and ISO standards relating to the Work; alternatively, the Client may unilaterally determine their scope even after the conclusion of the Contract. The Contractor is obliged to notify the Client of the date of the tests at least 5 working days in advance to enable the Client or its representatives to attend the tests. The Contractor shall bear all costs of the tests, with the exception of travel, accommodation and other costs of the Client's representatives, which shall be borne by the Client. A written record shall be drawn up of the tests carried out on the Work. Unless the record is signed by both parties to approve the test result, the Work shall not be deemed to have been completed.

3.7 Transport, packaging and securing of the Work during transport: Should it be necessary to transport the Work to the site of its execution, the Contractor shall, at its own expense, package the Work and all its components and secure them in such a way that no damage or deterioration of the Work may occur during transport, including loading and unloading. The costs of all transport shall be borne by

the Contractor and are included in the price of the Work. The packaging of the Work must allow for its safe storage without loss of quality. All costs of packaging and securing the Work are already included in the price of the Work as per the Order, as are all costs of transporting the Work to the place of performance. The Contracting Parties have agreed that the Contractor is responsible for all packaging and waste generated during the performance of the Contract.

3.8 Documentation relating to the Work: The Contractor is obliged to hand over to the Client, no later than at the formal handover of the Work, all records and documents relating to the Work, in particular those governing the technical specifications of the Work, assembly, installation, operation and maintenance, as well as the declaration of conformity, type certificate, warranty certificates, test reports, quality reports for the Work, operating manuals, service logbooks, etc. The Contractor is obliged to hand over to the Client all documents and records not expressly mentioned in the Contract (Order) but which are necessary for the use and free disposal of the Work, including documents for tax and accounting purposes.

3.9 Quality guarantee for the Work: The Contractor provides the Client with a quality guarantee for the completed Work. The Contractor undertakes that the completed Work, as well as every part, component and accessory thereof, shall, for the duration of the warranty period of 36 calendar months – unless the Contract (confirmed Order) stipulates a longer warranty period – be fit for the purpose specified in the Contract (confirmed Order), or, failing that, for the usual purpose, and that it will retain the properties specified in the Contract as well as the usual properties. If the subject matter of the Work is the construction, maintenance, repair or alteration of a building or part thereof, or design documentation, implementation design documentation, construction or other documentation, the warranty period shall be 72 calendar months, unless the Contract (confirmed Order) specifies a longer warranty period. The warranty period shall commence on the date of the formal handover of the subject matter of the Work to the Client. The warranty period shall be extended by the duration of the complaint regarding a defect in the Work, and this shall apply to the entire Work, including all its parts, components and accessories.

3.10 Handover and Acceptance of the Work: The Work is deemed to have been completed when it is finished and handed over. The Work is finished if it fully corresponds to the result specified in the Contract (including all its annexes and components) and these Terms and Conditions. The Work is handed over if the Client confirms its acceptance to the Contractor by signing a written acceptance report (report on the handover and acceptance of the Work). The Client shall accept from the Contractor only a properly completed Work free from any defects or outstanding work,

unless the Client decides of its own volition to accept the Work even with defects or outstanding work, or unless otherwise agreed in writing in the acceptance report between the Client and the Contractor. Notwithstanding the provisions of Section 2605 of the Civil Code, the contracting parties have agreed that if the Client accepts the Work without reservation, the court shall recognise the Client's right to claim for an obvious defect in the Work even if the Contractor objects that the right was not exercised in time. The Client has the right to successfully claim for any defect in the Work at any time during the warranty period. Notwithstanding the provisions of Section 2628 of the Civil Code, the Contractor and the Client have agreed that the Client has the right to refuse to accept the Work, which constitutes a building, even in the case of isolated minor defects which, either on their own or in conjunction with others, do not prevent the functional or aesthetic use of the building, nor do they substantially restrict its use.

3.11 Risk of damage: The risk of damage to the Work being carried out, including all its components, parts and accessories, as well as all materials and items necessary for the performance of the Work, shall be borne by the Contractor from the moment of conclusion of the Contract until the moment of formal acceptance of the Work by the Client. The risk of damage to all items handed over by the Client to the Contractor for the performance of the Work shall be borne by the Contractor from the moment of taking over such items until the moment of the formal return of all items by the Contractor to the Client.

3.12 Ownership: Ownership of the Work, including all its parts, components and accessories, shall pass from the Contractor to the Client only upon the formal handover of the Work to the Client, unless otherwise agreed in writing between the Contractor and the Client (e.g. in the Contract). Where the subject matter of the Work is the maintenance, repair or alteration of an item, or the maintenance, repair or alteration of a structure or part thereof, the existing ownership rights of the owner of the item shall remain unaffected.

3.13 Suspension of the performance of the Work: The Client reserves the right to request the Contractor, until further notice, to suspend the performance of the Work or any part thereof, even without giving a reason. The Contractor is obliged, upon the Client's request, to suspend the performance of the Work or any part thereof for the period specified by the Client, without any entitlement to compensation for any damages or additional costs caused by the suspension. The deadline for completion of the Work shall be automatically extended by the duration of the suspension.

3.14 Competence of the Contractor's staff and any subcontractors carrying out the Work: The Contractor is obliged to ensure that the Work is always carried out by

competent persons (i.e. employees, workers or self-employed persons; hereinafter collectively referred to as "staff" or individually as "staff member") who are not under the influence of alcohol or other intoxicating substances. To this end, the Client is entitled, at the site or sites where the Work is being carried out, through a person authorised by the Client, to issue a binding request to any of the Contractor's staff or the staff of the Contractor's subcontractor, or any other person authorised by the Contractor to carry out activities in connection with the performance of the Work, to undergo a preliminary examination (screening) by the Client to determine whether the employee is under the influence of alcohol or any other intoxicating substance. If, following the preliminary test (screening), the presence of alcohol or any other intoxicating substance is detected in the person tested, the Contractor is obliged to ensure that this person immediately ceases work and leaves the site of the Works without delay. A written record (report) shall be drawn up regarding the preliminary test (screening) carried out and its result. A person authorised by the Client may also expel a person with a positive result. If the selected person refuses to undergo the preliminary test (screening), they shall be deemed to be under the influence of alcohol or other intoxicating substances, and the Client shall be entitled to proceed against them in the same manner as in the case of a positive preliminary test (screening). A written record shall be drawn up regarding the refusal to undergo the preliminary test (detection). Upon the expulsion of a person, the Contractor is obliged to immediately reorganise its work or ensure adequate replacement staff so that the proper and timely performance of the Contract is not jeopardised. The Contractor is obliged to incorporate this provision into all contractual relationships with its subcontractors or other persons who will be involved in the performance of the Work.

3.15 Obligation to employ persons disadvantaged in the labour market: A person is considered to be disadvantaged in the labour market if they are: (i) a graduate, i.e. a person entering into an employment relationship as an employee in a position corresponding to their qualifications, provided that the total duration of their professional experience has not reached two years following the successful completion of their studies; (ii) a long-term unemployed person, i.e. a person registered as a jobseeker with the Czech Labour Office for a period of more than 1 year (in the case of graduates, for a period of at least 6 calendar months); (iii) a person over 55 years of age; (iv) a person with a disability; (v) a person returning from maternity or parental leave, i.e. a person who lost their job no later than 6 calendar months from the end of their maternity or parental leave; (vi) a person under the age of 24 with no work experience, i.e. a person who has not yet reached the age of 24 and who has never been employed on a full-time basis, or at least on a part-time basis for a

minimum of 20 hours per week, for a period of more than 3 calendar months (hereinafter collectively referred to as “**persons disadvantaged in the labour market**”). Unless otherwise agreed between the contracting parties, the Contractor is obliged, at the Client's request, to submit without undue delay, no later than 5 working days from receipt of the request, an employment contract (for full-time or part-time work with a specified average weekly working time of at least 20 hours) or a similar contract (of the same scope) in accordance with Act No. 262/2006 Coll., the Labour Code, as amended (hereinafter referred to as **the “Labour Code”**), which it has concluded with such an employee (i.e. a person disadvantaged in the labour market), including records of attendance (records of shifts worked and overtime) for this employee. At the same time, the Contractor is obliged to prove that the person in question is disadvantaged in the labour market. The Client is entitled to make this request repeatedly. An employment contract or similar contract in accordance with the Labour Code must be concluded no later than 3 months from the conclusion of the Contract. The Contractor is obliged to maintain the said employee (i.e. a person disadvantaged in the labour market) in an employment relationship for the entire duration of the Contract. In the event of premature termination of the employment relationship, the Contractor is obliged, within 90 calendar days of the date of termination, to provide the Client with evidence of compliance with the conditions set out in this paragraph of the Terms and Conditions.

3.16 Obligation to maintain proper documentation relating to the Contractor's equipment: The Contractor is obliged to maintain and provide the Client with all valid documentation relating to the Contractor's equipment or machinery (including, for example, access platforms, cranes and/or other equipment belonging to the Contractor), in particular: operating manuals in the Czech language, operating and safety instructions, technical data sheets, declarations of conformity, certificates, inspection and test reports, maintenance records, service documentation, an operating log, and other documents necessary for the proper, safe and legally compliant use of the Contractor's equipment or machinery. The Contractor undertakes to provide the Client with all documentation specified in the first sentence of this paragraph in electronic form to the Client's contact email addresses: bezpecnost@gaenergo.cz and doprava@gaenergo.cz, **within 3 working days** of the date of conclusion of the Contract (confirmation of the Order). The Contractor is further obliged to ensure that the documentation specified in the first sentence of this paragraph remains accessible throughout the term of the Contract directly on the Contractor's equipment or machinery, in hard copy, so that the Client, the Client's staff and/or any other person involved in the performance of the Work may inspect it at any time and use it as required.

3.17 List of workers: The Contractor undertakes to submit

to the Client, within 3 working days of the signing of the Contract, a written list of the Contractor's workers and the workers of any subcontractor of the Contractor carrying out construction and installation works with a value exceeding CZK 100,000 (excluding VAT) (hereinafter referred to as **the “List of personnel for construction and installation works”**). The Contractor undertakes to use exclusively the persons specified and listed in the List of personnel for construction and installation works for the performance of construction and installation works with a value exceeding CZK 100,000 (excluding VAT). Any change to the persons listed in the List of Workers for Construction and Installation Works is only possible with the prior written consent of the Client. The new List of Workers for Construction and Installation Works shall become valid and effective for the purposes of performing the Contract on the date on which the Client confirms its consent in writing to the Contractor.

Article 4 | Terms of Payment

4.1 Payment for the Work: The right to payment for the Work arises upon completion of the Work. If the Work is accepted in stages, the Contractor shall not be entitled to payment for each stage of the Work upon its completion, unless otherwise agreed in writing between the Client and the Contractor, or unless the Contract provides otherwise. The price of the Work specified in the Contract includes all costs associated with the performance of the Work, including all costs of procuring materials for the performance of the Work, packaging of the Work, costs associated with obtaining documents relating to the Work and its operation, labelling, customs duties, taxes, storage charges, packing charges, transport charges, permits, certificates, inspections, tests, etc. All items necessary for the performance of the Work, including all its parts, components and accessories, the cost of which is also already included in the price of the Work, shall be procured by the Contractor at its own expense, risk and responsibility, unless the Contract provides otherwise.

4.2 Settlement of the price of the Work: The Client shall pay the price of the Work by bank transfer only on the basis of the original valid tax document (invoice). The Contractor is obliged to settle (invoice) the price of the Work to the Client within 10 working days of completion of the Work. An integral part of every tax document () issued by the Contractor must be: a) the Order bearing the Contractor's signature and stamp, and b) a copy of the handover and acceptance report confirming the formal acceptance of the Work by the Client. The Contractor's tax document, together with the Order bearing the Contractor's signature and stamp and a copy of the handover and acceptance report signed by the Client, must be delivered to the Client in electronic form to the contact email address or in hard copy to the address of the Client's registered office as stated in the Commercial Register. Until the Contractor delivers the original tax document to the Client, together with a copy of

the Order bearing a signature and stamp, and a copy of the handover and acceptance report confirming the formal acceptance of the Work by the Client, the Client shall not be in default of its obligation to pay the price of the Work.

4.3 Correction or amendment of the tax document: If the issued tax document does not contain all the particulars required by law, the Contract (as confirmed by the Order) or these Terms and Conditions, such tax document shall not be accepted or paid by the Client, and the Client shall return it to the Contractor for completion or correction, without this causing the Client to be in default of payment of the price of the Work.

4.4 Due date for payment of the price of the Work: Unless the due date of the tax document is expressly stated in the Contract (confirmed Order), it shall be no later than 60 calendar days from the date of its proper delivery, together with the specified supporting documents, to the Client, regardless of the due date stated in the Contractor's tax document. If the tax document does not include the supporting documents or any of them referred to in paragraph 4.2 (a) and (b) of this Article of the Terms and Conditions, the due date of the tax document shall commence only from the date of delivery of the last of them. In the event of a correction or amendment to the tax document in accordance with paragraph 4.3 of this Article of the Terms and Conditions, the due date of the tax document shall commence only from the date of delivery of the corrected or amended tax document to the Client.

4.5 Payment of the price of the Work: In the case of a non-cash payment, the date of payment of the price of the Work shall be the date on which the Client instructs the bank to pay the price of the Work.

4.6 Unreliable VAT payer: Should the Contractor become an unreliable VAT payer on the basis of a decision by the competent tax office pursuant to Section 106a of Act No. 235/2004 Coll., on Value Added Tax, as amended (hereinafter **the "VAT Act"**), it shall be obliged to inform the Client of this without delay, but no later than the next working day following the date on which this decision becomes final. At the same time as the written notification referred to in the previous sentence of this paragraph, the Contractor shall also send the Client a notification electronically to the email address: centralninakup@gaenergo.cz. The Contractor is also obliged to inform the Client in the same manner that proceedings have been initiated against it by the relevant tax office pursuant to Section 106a of the VAT Act, as amended.

4.7 Payment of VAT in lieu of an unreliable VAT payer: If, on the date of provision of the taxable supply, the Contractor is registered as an unreliable VAT payer, or if the Contractor becomes an unreliable VAT payer prior to payment of the tax invoice issued by the Contractor in

accordance with this clause of the Terms and Conditions, or in the event of any doubt as to whether the Contractor is an unreliable taxpayer under the VAT Act, the part of the financial consideration under the tax document corresponding to VAT, the Client is entitled to pay directly not to the Contractor's bank account, but to the bank account of the relevant tax administrator in accordance with the provisions of Section 109a of the VAT Act. The total financial consideration stated in the tax document shall be reduced by this amount, provided that this does not constitute a breach of any contractual or statutory obligation on the part of the Client towards the Contractor.

Article 5 | Liability for defects in the Work

5.1 Preservation of rights in the event of a defect in the Work: The Work shall be deemed defective if its execution does not correspond to the result specified in the Contract, including all its annexes and components, and in these Terms and Conditions. Notwithstanding the provisions of Section 2618, the contracting parties agree that the court shall grant the Client the right arising from defective performance even if the Client has not notified the Contractor of defects in the Work without undue delay after discovering them or after they should have been discovered with due care (including defects which the Client did not object to upon acceptance of the Work), but no later than 72 months from the date of acceptance of the Work by the Client. The Contractor's objection regarding the late assertion of rights arising from defects shall not be taken into account. The Client is entitled to successfully exercise rights (claims) arising from liability for defects in the Work, without such rights lapsing, at any time from the commencement of the handover procedure for the Work until the expiry of the warranty period.

5.2 Preservation of rights in the event of a defect in the Work, which is a building or design documentation: Notwithstanding the provisions of Section 2629 of the Civil Code, the Contracting Parties have agreed that the court shall grant the Client a right arising from a defect which the Client failed to notify without undue delay after it could have been discovered with due care, but no later than 72 months from the Client's acceptance of the Work, which is a building and/or design documentation. The Contractor's objection regarding the late assertion of the Client's right shall not be taken into account. Furthermore, the Client and the Contractor have jointly agreed to expressly exclude the application of Section 2630(2) of the Civil Code. For the purposes of this provision, a Work involving the construction, maintenance, repair or alteration of a building or part thereof shall also be deemed to be a building.

5.3 Notification of defects: The Client shall notify the Contractor of any defect in the Work, as a rule, within 30 calendar days of its occurrence or discovery. The time limit referred to in the previous sentence is merely a procedural

one; failure to meet this deadline shall not extinguish the rights arising from liability for defects or the rights under the quality guarantee, nor shall it affect them in any way. The notification shall also include a description of how the defect manifests itself and shall further include the choice of remedy (claim) which the Client is asserting in respect of the defect in question (see paragraph 5.4 below in this article of the Terms and Conditions).

5.4 Rights arising from liability for defects: Regardless of the nature of the defect in the Work or the seriousness of the breach of the Contract, the Client shall, for each individual defect in the Work, have the right, at its discretion:

- a) to demand the rectification of the defect by the provision of a replacement (new) Work free from defects, or, at the Client's discretion, by the performance or delivery of missing works, services, activities or items; or
- b) to demand the rectification of a legal defect in the Work; or
- c) to demand the rectification of a defect in the Work by repairing the Work, provided the defect is repairable (rectifiable); or
- d) to demand a reasonable reduction in the price of the Work, but not less than 3% of the price of the Work for each individual defect; or
- e) to withdraw from the Contract or any part thereof.

The Contractor's obligation corresponding to the Client's right under points (a), (b), (c) and/or (d) above, the Contractor is obliged to fulfil properly no later than 10 calendar days from the date on which the Client exercises such right, unless a different time limit has been agreed in writing between the Client and the Contractor (e.g. in a complaint report). The fruitless expiry of this period shall be deemed a material breach of the Contract. The Contractor is obliged to fulfil any claim arising from liability for defects (right arising from a defect) asserted by the Client properly and in a timely manner. All the above-mentioned rights arising from liability for defects remain in force, and the Client is entitled to exercise them at any time throughout the duration of the Quality Guarantee for the Work in accordance with the provisions of Article 3(3.9) of these Terms and Conditions.

5.5 Rectification of defects: Unless otherwise agreed in writing between the Client and the Contractor (e.g. in a complaint report), the Contractor undertakes to remedy any defect in the Work upon the exercise of a right under paragraph 5.3(a), (b) and/or (c) of this Article of the Terms and Conditions, no later than 10 calendar days from the exercise of such right. The Contractor is obliged to remedy the defect in the Work even if it objects that it is not liable for the defect and/or that it is not a defect. The Client is entitled to bindingly specify to the Contractor the method of remedying the defect in the Work (specifying the method

and scope of the repair). This shall in no way affect the Contractor's obligation to notify the Client in writing without undue delay of any unsuitable method of repair (rectification) of the defect specified by the Client. The Client shall be entitled, at the Contractor's full expense, either itself or through a third party designated by it (by the Client), to remedy any defect in the Work, provided that the Contractor has not remedied the defect within 10 calendar days of its notification to the Contractor, unless a different timeframe has been agreed between the Client and the Contractor in connection with the complaint (e.g. in the complaint report). All costs incurred by the Client in remedying the defect in the Work, including costs incurred by the Client in remedying the defect in the Work through a third party (i.e. in particular the payment by the Client of the cost of remedying the defect in the Work to the third party), shall be borne entirely by the Contractor, who is obliged to reimburse the Client for these costs. The Contractor undertakes to reimburse the Client in full for all costs incurred by the Client in remedying the defect in the Work, upon the Client's request, no later than 15 calendar days from receipt of the request. The Client's right to assert against the Contractor, in lieu of the right to rectification of the defect, the right under paragraph 5.4(d) of this Article of the Terms and Conditions, shall be preserved even if the defect in the Work has been rectified by the Client or a third party designated by the Client.

5.6 Further rights and claims in the event of defective performance: Claims arising from defects in the Work (rights arising from liability for defects) shall in no way affect the right to compensation for damage (loss) or the right to contractual penalties. Notwithstanding the provisions of Section 1925 of the Civil Code, the Contracting Parties have agreed that the satisfaction which the Client may obtain by exercising a right arising from defective performance may also be obtained (claimed) by exercising a right or claim on any other legal ground or title.

5.7 Retention of payment: Until all defects in the Work have been remedied, the Client shall not be obliged to pay the Contractor the total price of the Work, or any part thereof that has not yet been paid to the Contractor, regardless of whether the Work has already been formally handed over and accepted.

Article 6 | Confirmation of contractual obligations

6.1 Confirmation of the obligation of timely performance: In the event that the Contractor fails to fulfil its obligation to complete the Work on time (i.e. no later than the deadline for completion of the Work as specified in the Contract), the Contractor undertakes to pay the Client a contractual penalty of 0.2% of the price of the Work for each day of delay commenced, up to a maximum of 50% of the price of the Work.

6.2 Confirmation of the obligation to perform properly:

In the event that the Contractor fails to fulfil its obligation to carry out the Work free from any defects and outstanding work, the Contractor undertakes to pay the Client a contractual penalty of 0.2% of the price of the Work for each day of delay in fulfilling the obligation to perform the Work properly, up to a maximum of 50% of the price of the Work.

6.3 Confirmation of the obligation to remedy defects: In the event that the Contractor fails to fulfil its obligation to remedy a defect in the Work notified (complained about) by the Client to the Contractor properly and in a timely manner, the Contractor undertakes to pay the Client a contractual penalty of 0.1% of the price of the Work for each day of delay in remedying the defect.

6.4 Confirmation of the obligation to prohibit subcontracting: In the event that the Contractor breaches the contractual obligation under Article 3(3.2) of these Terms and Conditions, i.e. uses a subcontractor not approved in writing by the Client to carry out the Work or any part thereof without the Client's prior written consent, the Contractor undertakes to pay the Client a one-off contractual penalty of CZK 50,000.

6.5 Confirmation of other obligations: Should the Contractor set off, assign or pledge a claim against the Client arising from the Contract, or exercises a right of retention against the Client in breach of clause 8.4 of these Terms and Conditions, the Contractor shall be obliged to pay the Client a contractual penalty of CZK 100,000 for each individual instance of breach of contractual obligation.

6.6 Confirmation of the duty of confidentiality: The Contractor is obliged to maintain confidentiality regarding all facts of which it becomes aware in the performance of its obligations under the Contract, with the exception of facts that are publicly known or available, or those to which the Contractor has given its prior written consent (the confidentiality obligation applies in particular to all documents and information relating to the Work). In the event of a breach of the confidentiality obligation (duty) as set out in the preceding sentence, the Contractor shall be obliged to pay the Client a contractual penalty of CZK 100,000 for each individual instance of breach of the confidentiality obligation.

6.7 Confirmation of the obligation to comply with OHS, fire safety and environmental protection: The Contractor is obliged to comply with all obligations relating to the observance of OHS, fire safety and environmental protection rules arising from legal regulations; furthermore, it is the Contractor's obligation to comply with the Client's General Terms and Conditions for OHS, Fire Safety and Environmental Protection, which are published at: <https://www.gaenergo.cz/dokumenty>. In the event that the Contractor and/or its employee and/or its subcontractor breaches the obligations relating to compliance with OHS,

fire safety and environmental protection rules arising from statutory regulations and/or the Client's General Contractual Terms and Conditions for OHS, the Client's fire safety and environmental protection regulations, and as a result of such a breach an incident occurs involving serious injury and/or death, the Contractor undertakes to pay the Client a contractual penalty of CZK 100,000 for each such individual instance of breach. In the event that the Contractor and/or its employee and/or its subcontractor breaches the obligations relating to compliance with OHS, fire safety and environmental protection rules arising from legislation and/or the Client's General Contractual Terms and Conditions for OHS, Fire Safety and Environmental Protection, and as a result of such a breach there has been and/or may be an immediate threat to the life and health of persons and/or a threat to the environment, the Contractor undertakes to pay the Client a contractual penalty of CZK 50,000 for each such individual instance of breach. In other cases of breach of the obligation to comply with OHS, fire safety and environmental protection rules arising from legislation and/or the Client's General Contractual Terms and Conditions for OHS, the Client's General Terms and Conditions for OHS, Fire Safety and Environmental Protection by the Contractor and/or its employees and/or its subcontractors, the Contractor undertakes to pay the Client a contractual penalty of CZK 10,000 for each such individual breach. The Contractor is obliged to pay the Client the contractual penalty under this paragraph no later than 5 working days from the date of receipt of the Client's written demand for payment of the contractual penalty. In the event that the Client is obliged to pay a contractual penalty or penalties and/or to compensate a third party for damage in connection with a breach of the obligation to comply with health and safety at work, fire safety and environmental protection by the Contractor and/or its employees and/or its subcontractors, the Contractor shall be obliged to pay the Client a contractual penalty in the same amount as the Client is obliged to pay the contractual penalty and/or compensate such third party for damages. The Client is further entitled to demand of the Contractor, and the Contractor is obliged to comply immediately with the Client's unilateral demand, that the Contractor temporarily or permanently remove from the site of the Works any person (employee) who, in the Client's opinion, acts in breach of the Contract and/or generally binding legal regulations, performs their duties incompetently or negligently, or behaves in a manner that breaches or may breach health and safety, fire safety and/or environmental protection regulations; in the event of a breach of this obligation by the Contractor, the Client shall be entitled to demand payment from the Contractor of a contractual penalty of CZK 5,000 for each day or part thereof that the breach of this obligation continues, for each individual instance of such breach.

6.8 Contractual penalties imposed by the investor (end customer) on the Client: In addition to the right to claim payment of a contractual penalty (or penalties) which the Client is entitled to claim from the Contractor in accordance with these Terms and Conditions, the contracting parties have agreed that the Client is also entitled to claim from the Contractor, by way of a claim for damages, any contractual penalties imposed by the investor (end customer) against the Client as a result of a breach of health and safety, fire safety and environmental protection regulations, provided that such breach of health and safety, fire safety and environmental protection regulations is attributable (even if only partially) to the fault of the Contractor's employee(s) and/or the employee(s) of the Contractor's subcontractor. The Contractor is obliged to pay the contractual penalty invoiced by the Client within the meaning of the first sentence of this paragraph to the Client no later than 15 calendar days from the date of delivery of a written demand to the Contractor. By confirming the Order, the Contractor confirms that the method of penalty agreed in this paragraph is based on the commercial contractual relationship between the Client and the investor (end customer), and that it considers the amount of contractual penalties to be reasonable, taking into account the value and significance of the obligations to be fulfilled. This provision is without prejudice to the provisions of paragraphs (6.14) of this Article of the Terms and Conditions.

6.9 Confirmation of the obligation to ensure the fitness for work of the Contractor's employees and any subcontractors carrying out the Work: In the event that a preliminary test (screening) for the presence of alcohol or other intoxicating substances reveals that an employee of the Contractor or any subcontractor, or any other person involved in the performance of the Works, is under the influence of alcohol or another intoxicating substance at the site of the Works, or refuses to undergo a preliminary test (detection) upon request by a person authorised by the Client, or if the Contractor fails to contractually transfer the obligation under the provisions of Article 3(3.14 , last sentence, of these Terms and Conditions to its subcontractor or other persons involved in the performance of the Work, the Contractor shall be obliged to pay the Client a contractual penalty of CZK 50,000 for each individual instance of such a breach of the Contractor's obligation.

6.10 Confirmation of the obligation to maintain valid insurance: In the event of a breach by the Contractor of the obligation to maintain insurance for the duration of the Contract within the meaning of Article 8(8.1) of these Terms and Conditions in force from the moment of conclusion of the Contract until the expiry of the warranty period for the Work, the Client shall be entitled to demand payment from the Contractor of a contractual penalty of CZK 10,000 for each day or part thereof during which such breach of obligation continues.

6.11 Confirmation of the obligation to maintain proper documentation regarding the Contractor's equipment: In the event of a breach of the Contractor's obligation to maintain proper documentation regarding the Contractor's equipment or a breach of any other obligation arising for the Contractor from the provisions of Article 3(3.16) of these Terms and Conditions, the Client shall be entitled to demand payment from the Contractor of a contractual penalty of CZK 25,000 for each individual instance of such a breach.

6.12 Confirmation of obligations relating to international sanctions: In the event of a breach of any representation and/or any obligation of the Contractor arising from the provisions of Article 8(8.13) of these Terms and Conditions, the Client shall be entitled to claim from the Contractor a contractual penalty of CZK 500,000 for each individual instance of such a breach.

6.13 Compensation for damage: Notwithstanding the provisions of Section 2050 of the Civil Code, the Contracting Parties have agreed that the payment of any contractual penalty shall in no way affect the Client's right to compensation for damage (loss) arising from a breach of the obligation secured (reinforced) by the contractual penalty. The contractual penalty shall not be included in the compensation for damage (loss). In addition to the contractual penalty, the aggrieved contracting party is entitled to claim compensation for damage (loss) in full. The payment of the contractual penalty shall therefore in no way affect the aggrieved contracting party's right to compensation for damage (loss). The contracting parties agree on the obligation to compensate for non-pecuniary damage. The Contractor is obliged to compensate the Client for non-pecuniary damage caused to the Client in cash, unless the Client specifies another method of compensation for non-pecuniary damage. The contracting parties hereby exclude the Client's obligation to compensate the Contractor for any damage that could not reasonably have been foreseen or anticipated at the time of concluding the Contract (confirmation of the Order).

6.14 Recourse for damages: In the event that the Contractor, an employee of the Contractor, a subcontractor of the Contractor and/or an employee of the Contractor's subcontractor breaches, irrespective of the form of fault,

the obligations stipulated or arising under the Contract (confirmed Order) or in connection with its performance, and as a result the Client and/or a third party suffers any loss, the Contractor shall be obliged to compensate such loss in full upon request by the Client and/or the injured party, in cash, unless the contracting parties agree otherwise.

6.15 Nature of the provisions of this clause of the Terms and Conditions: Payment of the contractual penalty does not release the Contractor from the obligation secured by the contractual penalty. Unless the nature of a specific provision of this Article of the Terms and Conditions indicates otherwise, the provisions of this Article of the Terms and Conditions shall remain in force and effect even in the event of withdrawal from the Contract (or part thereof) or termination of the Contract for other reasons.

Article 7 | Anti-Corruption Clause – Compliance

7.1 Anti-Corruption Programme: The Client, OMEXOM GA Energo s.r.o., is bound by the Anti-Corruption Programme and other anti-corruption documentation. The Anti-Corruption Programme, as a management tool, represents the fundamental strategy of OMEXOM GA Energo s.r.o. in the fight against corruption, bribery and corrupt conduct. The primary purpose of the Anti-Corruption Programme is the systematic establishment and development of a system of internal controls, mechanisms and processes that create an effective defence against corrupt conduct by both employees of OMEXOM GA Energo s.r.o. and third parties, in particular suppliers, contractual partners, their employees, etc. The client, OMEXOM GA Energo s.r.o., is also part of the VINCI Group, which is committed to upholding the principles of ethics, integrity and the law, as well as respecting human rights, both within the Group and throughout the supply chain of OMEXOM GA Energo s.r.o.

7.2 Anti-corruption documentation: The anti-corruption documentation and the Code of Ethics and Conduct are defined in particular by the following documents:

- a) Anti-Corruption Programme of OMEXOM GA Energo s.r.o.,
- b) Declaration of the Anti-Corruption Programme of OMEXOM GA Energo s.r.o.,
- c) The Ten Anti-Corruption Commandments of OMEXOM GA Energo s.r.o.,
- d) VINCI Group Ethics and Conduct Charter,
- e) VINCI Group Code of Conduct against Corruption, and
- f) VINCI Group Human Rights Guide

(All the above-mentioned documents are hereinafter collectively referred to as **the “Anti-Corruption Documentation”**).

The Anti-Corruption Documentation is publicly available on the website <https://www.gaenergo.cz/protikorupcni-program/> of OMEXOM GA Energo s.r.o., under the “ABOUT

US” section, “Anti-Corruption Programme – Compliance” tab. The Contracting Parties are obliged, when performing the Contract (confirmed Order), to act at all times with integrity, honesty, transparency and in accordance with the Anti-Corruption Documentation.

7.3 Binding nature of the Anti-Corruption Documentation: The Contractor is obliged to familiarise themselves in full with the Anti-Corruption Documentation prior to confirming (accepting) the Order. By confirming the Order, the Contractor confirms that they have familiarised themselves in full with the Anti-Corruption Documentation; at the same time, confirmation of the Order expresses their unreserved and unconditional consent to and commitment to comply with all Anti-Corruption Documentation and the obligations arising therefrom.

7.4 Forms of corrupt conduct: The forms of corrupt conduct to which the Anti-Corruption Documentation relates are understood primarily to mean conduct that could be, or may be legally classified as, the criminal offence of accepting a bribe, bribery, indirect bribery or any other criminal offence related to corruption under Act No. 40/2009 Coll., the Criminal Code (hereinafter **the “Criminal Code”**), as amended, and/or Act No. 418/2011 Coll., on the criminal liability of legal persons and proceedings against them, as amended (hereinafter **the “Act on the Criminal Liability of Legal Persons”**).

7.5 Prohibition of corrupt conduct: Both contracting parties hereby undertake that, in the performance of their obligations arising from the Anti-Corruption Documentation, neither they nor their employees acting on their behalf shall, in particular:

- a) provide, offer or promise a bribe to anyone,
 - b) accept a bribe from anyone,
 - c) not to engage in any form of bribery, bribe-giving or indirect bribery in which a bribe is offered or received through an intermediary, e.g. a third party,
 - d) will not be in a conflict of interest
- (hereinafter collectively referred to as **“corrupt conduct”**).

Corrupt conduct is deemed to include not only the provision of a financial sum (money), but also the provision of goods, services or information. OMEXOM GA Energo s.r.o. does not tolerate corrupt conduct in any form. Corrupt conduct is prohibited for both contracting parties, including their employees. The contracting parties hereby declare and undertake that they will not tolerate the aforementioned corrupt conduct or any form thereof, and undertake to combat it.

7.6 Prevention of corrupt conduct: Each contracting party undertakes to take the necessary measures to ensure that neither it nor any of its employees or representatives engages in any form of corrupt conduct.

7.7 Reporting of corrupt or other improper conduct: If either Party suspects that the other Party, any employee of a Party, or any other person acting on behalf of or in the name of a Party, may have acted in breach of the Anti-Corruption Documentation or may have engaged in corrupt conduct, it is obliged to report this immediately via the communication channels set out below. Suspicions should be reported:

- electronically via the email address compliance@gaenergo.cz or
- by post to the address: OMEXOM GA Energo s.r.o., Na Střilně, 1929/8, 323 00 Plzeň – Bolevec,

In connection with this agreement, OMEXOM GA Energo s.r.o. undertakes that no one on its part will be subject to reprisals or disadvantage for reporting suspected corrupt conduct, unethical conduct and/or drawing attention to a conflict of interest.

Article 8 | General and Final Provisions

8.1 Insurance: The Contractor is obliged, at its own expense, risk and liability, to take out and maintain in force from the moment of conclusion of the Contract until the expiry of the warranty period for the Works, insurance covering liability for damage caused by the Contractor's activities during the execution of the Works and by defects in the Works, with 'All risk' cover with a minimum insurance limit of CZK 5,000,000, as well as insurance against financial loss with a minimum insurance limit of CZK 500,000, unless the Contract (Order) specifies a higher insurance limit.

8.2 The Client's drawings and technical documentation: All drawings and technical documentation relating to the Work, which were handed over by the Client to the Contractor before or after the conclusion of the Contract, are subject to a confidentiality obligation, remain the exclusive property of the Client and may be used by the Contractor solely for the performance of the Work and the fulfilment of the Contract. Without the Client's written consent, the Contractor may not otherwise use these documents, make copies of them, reproduce them or pass them on to a third party. The end user (customer) of the Work, if different from the Client, shall not be considered a third party, nor shall a third party with whom the Client cooperates in fulfilling the order for the end user of the Work.

8.3 Contractual relationship between the Contractor and subcontractors: If the Contractor uses subcontractors in the performance of the Work in accordance with paragraph 3.2 of Article 3 of these Terms and Conditions, the Contractor undertakes to transfer all obligations and liabilities arising from the Contract and these Terms and Conditions, as well as their annexes, to the contractual relationship with the subcontractor.

8.4 Set-off, assignment and pledge of the Contractor's claims: The Contractor is entitled to set off its claims against the Client's claims arising from the Contract or based thereon (including future claims), or arising from another legal relationship (legal relationship), exclusively on the basis of the Client's prior written consent. The Contractor is not entitled, without the Client's prior written consent, to assign the Contract or any part thereof to any third party, nor any right, obligation or duty arising from the Contract or its breach. The Contractor undertakes not to exercise any right of retention against the Client in any form without the Client's prior written consent. The Contractor undertakes not to encumber in any way its claims against the Client arising from the Contract (including future claims) or in connection therewith with a lien in favour of third parties.

8.5 Exclusion of self-help sale: The Client and the Contractor have agreed to the express exclusion of the application of Section 2609 of the Civil Code to contractual relationships governed by these Terms and Conditions.

8.6 Intellectual property rights: In the event that the Work is subject to intellectual property rights, including copyright under the Copyright Act or industrial property rights under other legislation, which relate to the Work or form part of the Work, the Contractor, as the licensor, grants the Client, as the licensee, an exclusive licence to all rights of use and economic rights in the copyright work (including all source materials and documentation relating to the Work), irrespective of the purpose of the Work. The Contractor grants the Client an exclusive licence without any time, geographical or quantity restrictions and without any restrictions as to the manner and scope of use of the Work, for an indefinite period. The exclusive licence shall remain valid and effective for a period of at least fifty years from the date of acceptance of the Work by the Client, unless otherwise agreed between the Contractor and the Client. The consideration for the exclusive licence is already included in the price of the Work. This provision shall remain in force and effect even in the event of withdrawal from the Contract or termination of the Contract for other reasons. The Contractor grants the Client consent to assign the licence and also to grant sub-licences to the Work. The Contractor confirms that it is fully authorised to dispose of all intellectual property rights relating to the Work and undertakes to ensure the proper and undisturbed use of the Work by the Client or the Client's customer and the transfer of the Work to the Client's customer. The Contractor is not entitled to unilaterally terminate the Contract or withdraw from it on the grounds specified in Section 2378(1) of the Civil Code.

8.7 Force majeure: In the event of force majeure, the time limits for the performance of the obligations imposed on the contracting parties by the Contract and these Terms and Conditions shall be extended by the duration of the force

majeure event. The Contractor is obliged to inform the Client in writing without undue delay of the occurrence and cessation of a force majeure event; otherwise, the Contractor is not entitled to invoke force majeure (circumstances excluding liability). In particular, events such as strikes, lockouts, delays by subcontractors, insolvency, shortages of labour or materials, changes in exchange rates, inflation, deflation, etc. shall not be considered force majeure.

8.8 Disputes: Any disputes between the Client and the Contractor arising from the confirmed Order (Contract for Work) and in connection therewith shall be resolved in accordance with the provisions of Section 89a of Act No. 99/1963 Coll., the Code of Civil Procedure, as amended, before the court which is the general court of OMEXOM GA Energo s.r.o. at the time of filing the statement of claim. The general court of OMEXOM GA Energo s.r.o. shall also hear all disputes concerning, arising from or relating to the Order (Contract for Work), in particular: a) disputes concerning a breach of a contractual or statutory obligation, b) disputes concerning compensation for damage, c) disputes concerning unjust enrichment, d) any other disputes arising from other legal grounds (titles) or reasons that directly or indirectly relate to the Order (Contract for Work), its performance, breach, and furthermore all disputes related to and arising from it, including all disputes arising from legally binding relationships established other than by the Order (Contract for Work) itself. The scope of the prorogation clause under this provision shall also apply in the event of the invalidity of the confirmed Order (Contract for Work) or its apparent nature.

8.9 Other provisions: The Contractor assumes the risk of a change in circumstances within the meaning of Sections 1765, 1766 and 2620 of the Civil Code. By entering into the Contract, the contracting parties confirm that neither of them considers itself to be the weaker contracting party. Amendments to the Contract (Order) may be validly made by agreement of the contracting parties in writing. In accordance with the provisions of Section 1801, second sentence, of the Civil Code, the contracting parties have agreed to exclude the application of the provisions of Sections 1799 and 1800 of the Civil Code.

8.10 Partial invalidity: If any provision of the Contract or these Terms and Conditions is or becomes invalid or ineffective, this shall not affect the validity and effectiveness of the other provisions of the Contract or these Terms and Conditions. In such a case, the contracting parties undertake to replace the invalid and/or ineffective provision by mutual agreement with a new provision that best corresponds to the originally intended purpose of the original provision.

8.11 Governing Law: The rights and obligations of the contracting parties arising from the Contract, including the submission of the Order and the conclusion of the Contract, its validity and effectiveness, shall be governed exclusively by the laws of the Czech Republic. Legal relationships between the contracting parties not expressly governed by the Contract and these Terms and Conditions shall be governed in particular by the Civil Code.

8.12 Data Protection and the GDPR: The Contractor confirms that they are aware that, with effect from 25 May 2018, the processing and protection of personal data is governed by Regulation (EU) (EU) 2016/679 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" or "GDPR"), and, with effect from 24 April 2019, by Act No. 110/2019 Coll., on the processing of personal data, as amended, and also by related legislation. Both contracting parties undertake to act in accordance with the Regulation and related legislation when performing the Contract. In the performance of the Contract and related activities, such as in particular the conclusion of the Contract, communication between the representatives of the contracting parties and their employees, and the fulfilment of obligations and legal duties arising from the Contract, either contracting party may be the recipient of personal data relating to the other contracting party (if the contracting party is a natural person), or the representatives, employees or agents of the other Party (if the Party is a legal entity) (hereinafter referred to as "personal data"). In addition to its role as a recipient, either Party to the Agreement may also act as a controller or processor of personal data, where so provided by the Regulation or relevant legislation. Each contracting party is obliged to fulfil the obligations arising from the Regulation or related legislation in relation to the handling and protection of personal data, in particular the obligation to provide information to the data subject. The recipient of personal data undertakes to ensure an adequate level of protection of personal data and the rights of the data subject in accordance with the Regulation and related legislation. Furthermore, any recipient of personal data transferred (made available) to them in connection with the Contract shall process such data only for the purposes of fulfilling the Contract, or for the purposes of legitimate interests, or on other legal grounds where applicable. The Contractor, as a potential recipient of personal data or a potential processor thereof, is obliged, upon written request from the Client, within 30 calendar days of the request being made: a) to provide, in writing, details of the method of protection of the personal data transferred (made available), including a description of the technical and organisational measures adopted to ensure the protection of personal data, b) state in writing whether the

transferred (disclosed) personal data is being processed and, if so, in what specific manner, c) provide in writing any information arising from the provisions of Article 14(1) and (2) Regulation, d) fulfil all legal obligations relating to the rights exercised by the data subject in accordance with the Regulation and related legislation, and issue the Client with written confirmation of such fulfilment.

8.13 International sanctions: The Contractor declares that: (i) neither it nor its subcontractors are persons (a) subject to international sanctions pursuant to Act No. 69/2006 Coll., on the implementation of international sanctions, , as amended, in conjunction with Council Regulation (EU) No 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine, as amended, (b) which are listed on any sanctions list or list of other restrictions relating to Russia or Belarus, that (ii) for the purposes of performing the Contract, they shall not supply or in any way use goods subject to international sanctions, and that (iii) they shall not use any funds received for performance under this Contract in contravention of international sanctions. The Contractor is obliged to inform the Client without delay of any change affecting the Contractor or its subcontractors whereby international sanctions have come to apply to the Contractor or its performance. Should the Contractor's declaration within the meaning of the first sentence of this paragraph prove to be wholly or partly untrue and/or should the Contractor breach the duty to inform within the meaning of the second sentence of this paragraph, such a fact shall constitute a material breach of the Contract by the Contractor, entitling the Client to withdraw from the

Contract or any part thereof at any time ; This is without prejudice to the provisions of Article 6(6.12) of these Terms and Conditions.

8.14 Electronic and paper delivery: All legal acts and actions performed by the Client via email to the Contractor's contact email address shall be deemed to have been delivered no later than the third working day following the date of dispatch. The Contractor's contact email address shall be deemed to be the address from which the Contractor confirmed the Order to the Client. All documents addressed by the Client to the Contractor shall be deemed to have been delivered no later than the third working day following the date of their dispatch to the Contractor's registered office.

8.15 Validity and Effectiveness of the Terms and Conditions: These Terms and Conditions, Version 6, shall come into force and effect on **20 April 2026**. The Client reserves the right to make any amendments to these Terms and Conditions. Any amendment to the Terms and Conditions shall not affect the contractual relationship that arose during the period of validity of the previous version of the Terms and Conditions. The current version of the Client's Terms and Conditions is published and made available on the Client's website www.gaenergo.cz under the 'ABOUT US' link, 'DOCUMENTS' tab.

In Plzeň on **20 April 2026**

OMEXOM GA Energo s.r.o.
Zdeněk Židek, Managing Director
Managing Director

OMEXOM GA Energo s.r.o.
Aleš Uldrych,
Managing Director