

## OMEXOM GA Energo s.r.o.

### Terms and Conditions for Purchase Agreements

Version 4.0, effective from 1 April 2021

#### Article 1 | Introductory provisions and definition of certain terms

**1.1 Buyer:** The Buyer (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 4355 (hereinafter referred to as the "Buyer").

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

**1.3 Order:** Any Order placed by the Buyer, the subject of which is the Item of Purchase requested by the Buyer, 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 Purchase Contract pursuant to Section 2079 et seq. of the Civil Code (hereinafter referred to as the "Order"). The Order is addressed (delivered) to the Seller by the Buyer, usually electronically (by email), to the Seller's contact address.

**1.4 Contract:** By confirming the Order in accordance with Article 2 of these Terms and Conditions, a contract of sale is concluded pursuant to Section 2079 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 Buyer and the Seller, which is governed by the terms of the Contract of Sale (confirmed Order) and these Terms and Conditions. The confirmed Order constitutes the Contract.

**1.5 Terms and Conditions:** These Terms and Conditions of the Buyer constitute the terms and conditions pursuant to Section 1751 of the Civil Code. These Terms and Conditions, together with the Order and the Contract, govern the contractual terms of the contractual relationship between the Buyer and the Seller, which is established on the basis of the Contract (confirmed Order). These Terms and Conditions form an integral part of every Order and Contract (hereinafter referred to as the "Terms and Conditions").

**1.6 Subject Matter of the Purchase:** Under the Contract, the Seller undertakes to deliver to the Buyer the subject of the sale (the goods) specified in the Order (hereinafter referred to as the "Subject Matter of the Purchase"), and to enable the Buyer to acquire ownership thereof, and the Buyer undertakes to take delivery of the Subject of Purchase and to pay the purchase price to the Seller, all in accordance with the terms set out in the Contract (confirmed Order) and these Terms and Conditions. The Subject Matter of Purchase means a tangible (movable) item or items, specified individually or by quantity, and their components and accessories, which the Seller undertakes to deliver to the Buyer under the Contract. The Subject Matter of Purchase also includes all items, components, accessories, documents, services and rights related to the Subject Matter of Purchase. The Subject of Purchase is usually designated in the Order as the delivery description.

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

**1.8 Contractual Relationships:** These Terms and Conditions govern and shall continue to govern all contractual relationships between the Buyer and the Seller established on the basis of the Contract (confirmed Order).

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

**2.1 Contents of the Order:** The Buyer's Order shall generally include:

a) a) the Buyer's request for the Seller to undertake to supply (sell) the Subject of Purchase, b) the identification and description of the Subject of Purchase (e.g. name, number of items, brand, serial numbers, weight, type of packaging), c) the specification of the place of delivery (town, street and house number, or other identification), d) the purchase price which the Buyer undertakes to pay to the Seller for the delivery (sale) of the Subject of Purchase to the Seller, e) the date of issue of the Order and the Order number, f) the place and date (time) of delivery of the Subject of Purchase, and g) other conditions contained in the Order.

**2.2 Confirmation of the Order:** In order to conclude the Contract, the Seller is obliged to confirm the Buyer's Order unconditionally. A simple electronic, faxed or written communication from the Seller delivered to the Buyer, the content of which confirms the Order (e.g. the Seller's email reply confirming receipt of the Order, or any other expression of intent aimed at accepting/confirming 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 Buyer. The Seller shall send the Order confirmation to the Buyer via email to the Buyer's contact email address [centralninakup@gaenergo.cz](mailto:centralninakup@gaenergo.cz) or to the contact email address from which the Order was placed. The Seller's email confirming the Order need not bear a certified electronic signature of either the Seller or the Buyer for the acceptance to be binding. No later than **3 working days** after confirmation of the Order, the Seller is obliged to send the Buyer, to their contact email address, an electronic scan (copy) of the Order (Contract) bearing the Seller's stamp and signature.

**2.3 Conclusion of the Contract:** The Contract is concluded at the moment the Buyer receives the Seller'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 Seller confirms that it had a genuine opportunity to influence the content of the basic terms of the Order itself (i.e. the Contract) and also had the opportunity to influence the terms of these Terms and Conditions. The Seller is not entitled to alter the Terms and Conditions or the content of the Order in any way without the Buyer's prior written consent, in particular terms such as the specification of the Subject of Purchase, the delivery date and the place of delivery. The Seller acknowledges and agrees that the person confirming, on behalf of the Buyer, the acceptance of the Subject of Purchase, 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 Buyer's statutory representatives, only the person who placed the Order or instructed that it be placed is authorised to amend the terms of the confirmed Order (Contract) or these Terms and Conditions, and such legal acts must be carried out exclusively in writing.

**2.4 Additions or deviations from the Order:** A conditional confirmation of the Order or any other response from the Seller containing an addition or deviation to the Order which does not substantially alter the terms of the Order as an offer does not constitute acceptance, even if the Buyer, as the proposer, does not reject such acceptance without undue delay. The Buyer, 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 Buyer reserves the right to withdraw (cancel) an Order at any time, provided this is done no later than the time when the Buyer has demonstrably received the Seller's confirmation of acceptance of the Order.

**2.6 Scope of the Terms and Conditions:** Prior to confirming (accepting) the Order, the Seller is obliged to familiarise themselves in full with these Terms and Conditions of the Buyer. The current version of the Terms and Conditions is published on the Buyer's website [www.gaenergo.cz](http://www.gaenergo.cz) under the link "ABOUT THE COMPANY", tab "Documents". By confirming the Order, the Seller confirms that they have familiarised themselves in full with these Terms and Conditions; furthermore, by confirming the Order, the Seller expresses their unreserved and unconditional consent to the contractual relationship established between them and the Buyer on the basis of the Contract (confirmed Order) is governed by the terms of the Contract (the confirmed Order) and these Terms and Conditions, which the Seller undertakes to comply with.

**2.7 Termination of the Contract:** The Buyer is entitled to withdraw from the Contract (or a confirmed Order) or any part thereof in writing without giving any reason, provided this is done no later than prior to the written confirmation of the delivery note acknowledging receipt of the Subject Matter of the Purchase (the Buyer's formal acceptance of the Subject Matter of the Purchase). This provision shall in no way affect the Buyer's right to withdraw from the Contract or any part thereof for reasons (a reason) prescribed by law or for reasons (a reason) specified in these Terms and Conditions or the confirmed Order (Contract).

### Article 3 | Quality, Packaging and Documentation

**3.1 Quality and workmanship of the Subject of Purchase:** The Subject of Purchase must comply with all requirements set out in the Contract (confirmed Order) and these Terms and Conditions. The Subject of Purchase must also comply with all legal regulations, technical and safety standards and regulations, and ČSN, EN and ISO standards, including recommended standards and regulations for the specific type of Subject of Purchase. The Subject of Purchase and all components used in its manufacture must be exclusively new, unused, undamaged and made from high-quality materials, components and accessories, all of the highest quality. If the Subject of Purchase is supplied on the basis of samples, designs or drawings, it must correspond to these in full, unless otherwise agreed in writing. The Seller is obliged to deliver goods of the highest quality, unless the Contract (confirmed Order) expressly provides otherwise.

**3.2 Packaging and securing the Purchased Item:** For the transport of the Purchased Item to the place of delivery, the Seller is obliged, at its own expense and risk, to package and secure the Purchased Item in such a way that no damage or deterioration of the Purchased Item can occur during transport, including loading and unloading. The packaging of the Subject of Purchase must allow for its safe storage without loss of quality. All costs of transport, carriage, packaging and securing the Subject of Purchase are already included in the purchase price specified in the Contract. The Seller is responsible for all packaging and waste generated during the performance of the Contract. The transport of the Subject of Purchase, which is: a) sand, b) gravel, c) concrete, or d) asphalt, shall be arranged independently by the Buyer, unless the Contract (confirmed Order) expressly provides otherwise.

**3.3 Documents related to the Subject of Purchase:** The Seller is obliged to hand over to the Buyer, no later than at the time of the formal handover of the Subject of Purchase (the Buyer's confirmation of the delivery note), all documents and records relating to the Subject of Purchase, in particular those governing the technical specifications, assembly, installation, operation, maintenance and storage of the Subject of Purchase, as well as the declaration of conformity, type certificate, warranty certificate, test reports, quality reports for the Subject of Purchase, operating instructions, service log, etc., or any documents expressly requested by the Buyer following the conclusion of the Contract. The Seller is obliged to hand over to the Buyer all documents and records not expressly listed in the Contract (Order), but which are necessary for the Buyer's use of and free disposal of the Subject of Purchase, including documents for tax and accounting purposes. Where the Subject of Purchase is a chemical substance or mixture, the Seller is also obliged to provide the Buyer with the current safety data sheet.

b) **Quality guarantee for the Subject of Purchase:** The Seller provides the Buyer with a quality guarantee for the Subject of Purchase in accordance with the provisions of Section 2113 et seq. of the Civil Code. The Seller undertakes that the Subject of Purchase, as well as every part, component and accessory thereof, shall, for the entire duration of the guarantee period of at least 36 calendar months, unless the Contract (confirmed Order) does not specify a longer warranty period, be fully fit for the purpose specified in the Contract and for the purpose customary for the Subject of Purchase, and furthermore that it will retain the properties specified in the Contract as well as its customary properties. The warranty period shall commence on the date of the formal handover of the Subject of Purchase to the Buyer. The Seller is further liable to the Buyer under the quality guarantee, in particular, that at the time the Buyer took delivery of the Subject of Purchase and throughout the warranty period: a) the Subject of Purchase possesses the characteristics agreed upon by the parties, and in the absence of such agreement, such characteristics as described by the Seller or the manufacturer, and which the Buyer expected in view of the nature of the Subject of Purchase and on the basis of the advertising carried out by them, and the Subject of Purchase is fit for the purpose stated by the Seller for its use and/or for which an item of this kind is normally used, and c) the Subject of Purchase corresponds in quality or workmanship to the agreed sample or model, if the quality or workmanship was determined on the basis of an agreed sample or model, and d) The Subject of Purchase is of the appropriate quantity, measure and weight, and e) The Subject of Purchase complies with all requirements of legal regulations and the relevant ČSN, EN and ISO standards. The warranty period shall be extended by the duration of the complaint regarding a defect in the Subject of Purchase, and this shall apply to the entire Subject of Purchase, including all its parts, components and accessories.

### Article 4 | Terms of Payment

**4.1 Purchase price:** The Seller shall be entitled to payment of the purchase price only after the Buyer has formally accepted the entire Subject of Purchase in writing (written confirmation of the delivery note by the Buyer), unless otherwise stipulated in the Contract. The Seller is not entitled to demand an advance payment of the purchase price, nor is the Seller entitled to demand payment of part of the purchase price prior to delivery of the Subject of Purchase and its formal acceptance by the Buyer, unless expressly stipulated otherwise in the Contract, and/or unless the Buyer voluntarily decides to pay an advance payment of the purchase price or part thereof prior to delivery of the Subject of Purchase. The purchase price includes all costs associated with the Subject of Purchase, including, in particular, the costs of delivery of the Subject of Purchase, packaging of the Subject of Purchase, costs associated with obtaining documents relating to the Subject of Purchase, labelling, customs duties, taxes, storage charges, transport costs, etc.

**4.2 Settlement of the purchase price:** The Buyer shall pay the purchase price by bank transfer only upon presentation of the original tax document (invoice). The Seller is obliged to invoice the purchase price to the Buyer no later than within 5 working days of the Buyer's formal acceptance of the Subject of Purchase. An integral part of every tax document (invoice) issued by the Seller must be: a) a copy or the original of the Order bearing the Seller's signature and stamp, and b) a copy of the delivery note bearing the Buyer's signature confirming the formal acceptance of the Subject of Purchase by the Buyer. The Seller's tax document, together with the Order bearing the Seller's signature and stamp and a copy of the confirmed delivery note, must be delivered to the Buyer in electronic form to the contact email address or in hard copy to the address of the Buyer's registered office as stated in the Commercial Register. Until the Seller delivers the original tax document to the Buyer, as well as a copy of the Order bearing the Seller's signature and stamp and a copy of the delivery note bearing the Buyer's signature, the Buyer shall not be in default of their obligation to pay the purchase price for the Subject of Purchase.

**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 (confirmed by the Order) or these Terms and Conditions, the Buyer shall not accept or pay for such tax document and shall return it to the Seller without undue delay for completion or correction, without this causing the Buyer to be in default of payment of the purchase price for the Subject of Purchase.

**4.4 Due date of the purchase price:** Unless the due date of the tax document is expressly stated in the Contract (or the confirmed Order), it shall be no later than 60 calendar days from the date of its delivery to the Buyer, regardless of the due date stated in the Seller's tax document. If the tax document does not include the supporting documents or any of them referred to in paragraph 4.2 under points (a) and (b) of this article of the Terms and Conditions, the due date of the tax document shall not commence until the date of delivery of the last such document. In the event of a correction or amendment to the tax document pursuant to paragraph 4.3 of this Article of the Terms and Conditions, the payment period for the tax document shall commence only from the date of delivery of the corrected or amended tax document to the Buyer.

**4.5 Payment of the purchase price:** In the case of a non-cash payment, the date of payment of the purchase price is the date on which the Buyer instructed their bank to pay the purchase price.

## Article 5 | Liability for defects in the purchased item

**5.1 Retention of rights in the event of defective performance:** Notwithstanding the provisions of Section 2103, first sentence, of the Civil Code, the Buyer and the Seller have agreed that the Buyer retains all rights arising from defective performance even in the event of a defect in the Subject Matter of the Purchase which the Buyer should have detected, having exercised due care, at the time of concluding the Contract or upon taking delivery of the Subject Matter of the Sale. Notwithstanding the provisions of Section 2112(1) of the Civil Code, the Buyer and the Seller further agree that the court shall grant the Buyer the right arising from defective performance even if the Buyer failed to notify the Seller of the defect in the Subject Matter of the Sale without undue delay after being able to detect it through a timely inspection and with due care, but no later than three years from the date of taking delivery of the Subject of Purchase. By confirming the Order, the Seller waives the right to object pursuant to the provisions of Section 2112(2), first sentence, of the Civil Code. The period for inspecting the Subject of Purchase pursuant to Section 2104 of the Civil Code is at least 90 calendar days from the date of the Buyer's acceptance of the Subject of Purchase. The Buyer is entitled to successfully exercise rights (claims) arising from liability for defects in the Subject of Purchase, without such rights lapsing, at any time from the date of acceptance of the Subject of Purchase until the end of the warranty period.

**5.2 Notification of a defect:** The Buyer shall notify the Seller of any defect in the Subject of Purchase, as a rule, within 30 calendar days of its occurrence or discovery. The time limit referred to in the previous sentence is merely a guideline; failure to meet this deadline does not extinguish the rights arising from liability for defects, nor does it affect them in any way. The notification shall also include a description of how the defect manifests itself, as well as the choice of remedy (claim) that the Buyer is asserting in respect of the defect in question (see paragraph 5.3 of this article of the Terms and Conditions below).

**5.3 Rights arising from liability for defects:** Regardless of the nature of the defect in the Subject of Purchase or the seriousness of the breach of the Contract, the Buyer has the right, for each individual defect in the Subject of Purchase, at their discretion:

- a) to demand the rectification of the defect by the delivery of a replacement (new) Subject of Purchase in good condition, or, at the Buyer's discretion, by the delivery of the missing Subject of Purchase or the delivery of the missing part, component or accessory of the Subject of Purchase; or
- b) to demand the removal of a legal defect; or
- c) to demand the removal of a physical defect by repairing the Subject of Purchase, provided the defect is repairable (removable); or
- d) demand a reasonable reduction in the purchase price, but not less than 3% of the purchase price of the Subject of Purchase for each individual defect; or
- e) withdraw from the Contract or any part thereof.

The Seller is obliged to fulfil its obligations arising from the Buyer's rights under points (a), (b), (c) and/or (d) above in a proper manner no later than 10 calendar days from the date on which the Buyer exercises such rights, unless a different time limit has been agreed in writing between the Buyer and the Seller (e.g. in a complaint report). The fruitless expiry of this period shall be deemed a material breach of the Contract. The Seller is obliged to fulfil any of the claims arising from liability for defects (right arising from a defect) exercised by the Buyer

properly and in a timely manner. All the above-mentioned rights remain in force and the Buyer is entitled to exercise them at any time throughout the duration of the Quality Guarantee for the purchased item in accordance with the provisions of Article 3, paragraph 3.4 of these Terms and Conditions.

**5.4 Rectification of defects:** Unless otherwise agreed in writing between the Buyer and the Seller (e.g. in a complaint report), the Seller undertakes to remedy the defect in the Subject of Purchase upon the exercise of the 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 the right. The Seller is obliged to remedy the defect in the Subject of Purchase even if the Seller objects that they are not liable for the defect and/or that it is not a defect. The Buyer is also entitled to bindingly specify to the Seller the method of remedying the defect in the Subject of Purchase (specifying the method and scope of the repair). This shall in no way affect the Seller's obligation to notify the Buyer in writing without undue delay of any unsuitable method of repair (rectification) of the defect specified by the Buyer. The Buyer has the right, at the Seller's expense, either personally or through a third party designated by the (the Buyer) to remedy any defect in the Subject of Purchase, provided that the Seller has not remedied the defect within 10 calendar days of its notification to the Seller, unless a different timeframe has been agreed between the Seller and the Buyer in connection with the complaint (e.g. in the complaint report). All costs incurred by the Buyer in remedying the defect in the Subject of Purchase, including costs incurred by the Buyer in remedying the defect in the Subject of Purchase through a third party (in particular payment of the cost of remedying the defect in the Subject of Purchase to the third party), shall be borne entirely by the Seller, who is obliged to reimburse the Buyer in full. The Seller undertakes to reimburse the Buyer in full for all costs incurred by the Buyer in remedying the defect, upon the Buyer's request, no later than 15 calendar days from receipt of the request. The Buyer's right to exercise against the Seller, in lieu of the right to have the defect remedied, the right under paragraph 5.3(d) of this Article of the Terms and Conditions, shall be preserved even if the defect in the Subject of Purchase has already been remedied by the Buyer or a third party designated by the Buyer.

**5.5 Further rights and claims in the event of defective performance:** Claims arising from defects in the Subject Matter of the Sale (whether based on liability for defects or on rights and claims under a quality guarantee) 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 Buyer is entitled to seek satisfaction by exercising a right arising from defective performance, and may also exercise such a right or claim on any other legal ground or basis.

**5.6 Subsequent choice of claim under liability for defects:** If it subsequently transpires that the defect in the Subject Matter of Purchase is irreparable (cannot be remedied) or that the repair (remedy) involves disproportionately high costs, the Buyer may demand delivery of a replacement Subject Matter of Purchase (new performance) or withdraw from the Contract in whole or in part. The Buyer's right to withdraw from the Contract or part thereof remains unaffected.

**5.7 Retention of payment:** The Buyer is not obliged to pay the purchase price to the Seller until all defects in the Subject of Purchase have been rectified, regardless of whether the Buyer has already formally taken delivery of the Subject of Purchase.

**5.8 Insurance:** The Seller 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, liability insurance for damage caused by a defect in the Subject of Purchase and/or the Seller's activities, 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.

## Article 6 | Confirmation of contractual obligations

**6.1 Confirmation of the obligation of timely performance:** In the event that the Seller fails to fulfil its obligation to deliver the Subject of Purchase to the Buyer on time (i.e.

no later than the delivery date of the Subject of Purchase as specified in the Contract), the Seller undertakes to pay the Buyer a contractual penalty amounting to 0.5 % of the purchase price for each day of delay commenced, up to a maximum of 100% of the purchase price.

**6.2 Confirmation of the obligation to perform properly:** In the event that the Seller fails to fulfil its obligation to deliver the Subject of Purchase to the Buyer with the agreed characteristics and free from any defects, the Seller undertakes to pay the Buyer a contractual penalty of 0.5% of the purchase price for each day of delay in delivering a defect-free Subject of Purchase, up to a maximum of 100% of the purchase price.

**6.3 Confirmation of the obligation to remedy defects:** Should the Seller fail to fulfil its obligation to remedy, in a timely manner, a defect in the Subject of Purchase notified (complained about) by the Buyer, the Seller undertakes to pay the Buyer a contractual penalty amounting to 0.1% of the purchase price for each day of delay in remedying the defect.

**6.4 Confirmation of the prohibition on set-off, assignment and pledging of the Seller's claims:** In the event that the Seller sets off, or assigns, or pledges a claim against the Buyer arising from the Contract, or exercises a right of retention in contravention of the provisions of Article 8(8.1) of these Terms and Conditions, the Seller shall be obliged to pay the Buyer a one-off contractual penalty amounting to 20% of the purchase price for each individual instance of breach of contractual obligation.

**6.5 Confirmation of the duty of confidentiality:** The Seller is obliged to maintain confidentiality regarding all facts of which it becomes aware in the performance of its obligations under the Contract (confirmed by the Order), with the exception of facts that are publicly known or publicly available. In the event of a breach of the duty of confidentiality as set out in the preceding sentence, the Seller shall be obliged to pay the Buyer a contractual penalty amounting to 25% of the purchase price for each individual instance of breach of the duty of confidentiality.

**6.6 Compensation for damages:** Notwithstanding the provisions of Section 2050 of the Civil Code, the contracting parties agree that the payment of any contractual penalty shall in no way affect the Buyer's right to compensation for damages (losses) arising from a breach of the obligation secured (reinforced) by the contractual penalty. The contractual penalty shall not be set off against compensation for damage (loss). In addition to the contractual penalty, the aggrieved party is entitled to claim compensation for damage (loss) in full. The payment of the contractual penalty therefore does not in any way affect the aggrieved party's right to compensation for damage (loss). The contracting parties agree on an obligation to compensate for non-pecuniary damage as well. The Seller is obliged to compensate the Buyer for non-pecuniary damage in cash, unless the Buyer specifies another method of compensation for non-pecuniary damage.

## Article 7 | Anti-Corruption Clause

**7.1 Anti-Corruption Programme:** The Buyer, OMEXOM GA Energo s.r.o., is bound by the Anti-Corruption Programme. 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 practices. 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.

**7.2 Anti-corruption documentation:** The Anti-Corruption Programme is defined primarily by the following documents:

- a) The Anti-Corruption Programme of OMEXOM GA Energo s.r.o. dated 1 May 2020, as amended (hereinafter referred to as the "Anti-Corruption Programme"), and
- b) the Declaration of the Anti-Corruption Programme of OMEXOM GA Energo s.r.o. dated 30 April 2020, as amended (hereinafter referred to as "Anti-Corruption Programme Declaration"), and

- c) The Anti-Corruption Decalogue of OMEXOM GA Energo s.r.o. dated 31 May 2020, as amended (hereinafter referred to as the "Anti-Corruption Decalogue").

All the above-mentioned documents, namely: a) the Anti-Corruption Programme, b) the Anti-Corruption Programme Declaration, and c) Anti-Corruption Decalogue (hereinafter collectively referred to as the "Anti-Corruption Documentation"), are publicly available on the website of OMEXOM GA Energo s.r.o. at <https://www.gaenergo.cz/protikorupcni-program/>, under the "ABOUT THE COMPANY" section, "Anti-Corruption Programme" tab. The contracting parties are obliged to act at all times with integrity, honesty and transparency and in accordance with the Anti-Corruption Documentation when fulfilling the order/contract.

**7.3 Binding Nature of the Anti-Corruption Documentation:** Prior to confirming (accepting) the Order, the Seller is obliged to familiarise themselves in full with the Anti-Corruption Programme, the Anti-Corruption Programme Declaration and the Anti-Corruption Ten Commandments. By confirming the Order, the confirming party confirms that it has familiarised itself in full with the Anti-Corruption Programme, the Anti-Corruption Programme Declaration and the Anti-Corruption Decalogue; at the same time, confirmation of the Order expresses unreserved and unconditional consent to and a commitment to comply with all the aforementioned Anti-Corruption Documents 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 potentially associated with 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 of them, 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) shall not engage in any form of bribery, offering bribes or indirect bribery, whereby any bribe is offered or received through an intermediary, such as a third party, d) shall 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 party to the Agreement undertakes to take the necessary measures to ensure that neither they themselves nor any of their employees or representatives engage 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 shall be reported:

- electronically via the email address [compliance@gaenergo.cz](mailto:compliance@gaenergo.cz) or
- by post to the following 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 Set-off, assignment, retention and pledge:** The Seller is entitled to set off its claims against the Buyer'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 Buyer's prior written consent. The Seller is not entitled, without the Buyer'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 (confirmed Order) or its breach. The Seller is also not entitled, without the Buyer's prior written consent, to withhold the Subject of Purchase or any part thereof, nor any other items in the Buyer's possession. The Seller undertakes not to encumber its claims against the Buyer arising from the Contract (including future claims) or in connection therewith in any way, in particular by a lien in favour of a third party.

**8.2 Force majeure:** In the event of a force majeure event, the time limits for the performance of obligations set out in the Contract (as confirmed by the Order) and these Terms and Conditions shall be extended by the duration of the force majeure event. The Seller is obliged to inform the Buyer in writing without undue delay of the occurrence and cessation of a force majeure event; otherwise, the Seller shall not be 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, intervention by the Czech National Bank, financial crises, etc., shall not be considered force majeure.

**8.3 Dispute resolution:** Any disputes between the Buyer and the Seller arising from the Contract (confirmed Order) shall be resolved in accordance with Section 89a of Act No. 99/1963 Coll., the Code of Civil Procedure, as amended, at the court which is the Buyer's local court at the time the claim is filed.

**8.4 Other provisions:** The Seller assumes the risk of a change in circumstances within the meaning of Sections 1765 and 1766 of the Civil Code. By entering into the Contract, the contracting parties confirm that, within the legal relationship established by the Contract (Order), both are business entities and neither is considered the weaker contracting party. Amendments to the Contract may be validly made by agreement of the contracting parties in writing. In accordance with the second sentence of Section 1801 of the Civil Code, the contracting parties have agreed to exclude the application of Sections 1799 and 1800 of the Civil Code. Furthermore, the contracting parties have agreed to exclude the application of Section 2126 of the Civil Code.

**8.5 Partial invalidity:** If any provision of the Order, 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.

**8.6 Governing Law:** The rights and obligations of the contracting parties arising from the Contract, including the submission of an Order and the conclusion of the Contract, as well as 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.

**8.7 Data Protection and the GDPR:** The Seller confirms that they are aware that, with effect from 25 May 2018, the processing and protection of personal

data protection is governed by Regulation (EU) 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" or "GDPR"), and, with effect from 24 April 2019, also by Act No. 110/2019 Coll., on the processing of personal data, as amended, and 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 of the contracting parties is obliged to fulfil the obligations arising from the Regulation or related legislation when handling and protecting 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 Seller, as a potential recipient of personal data or a potential processor thereof, is obliged, upon the Buyer's written request, 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 Article 14(1) and (2) of the 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 Buyer with written confirmation of such fulfilment.

**8.8 Electronic and paper-based delivery:** All legal acts and actions taken by the Buyer via email to the Seller's contact email address shall be deemed to have been delivered no later than the third working day following the date of dispatch. The email address from which the Seller confirmed the Order shall also be deemed to be the Seller's contact email address. All documents addressed by the Buyer to the Seller shall be deemed to have been delivered no later than the third working day following the date of dispatch to the Seller's registered office.

**8.9 Validity and Effectiveness of the Terms and Conditions:** These Terms and Conditions, **Version 4**, shall come into force and effect on **1 April 2021**. The Buyer reserves the right to amend these Terms and Conditions. Any amendment to the Terms and Conditions shall not affect the contractual relationship that arose during the period of validity and effectiveness of the previous version of the Terms and Conditions. The current version of the Buyer's Terms and Conditions is published and made available on the Buyer's website [www.gaenergo.cz](http://www.gaenergo.cz) under the 'ABOUT US' link, in the tab "Documents".

In Plzeň on 1 April 2021

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

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