

Article 1 | Introductory provisions and definition of certain terms

1.1 Consignor: The consignor, as the ordering party of the transport of goods (items) pursuant to the Order, is understood to be the company **OMEXOM GA Energo s.r.o.**, Company ID No.: 49196812, with its registered office at Plzeň, Bolevec, Na Střilně 1929/8, Postcode: 323 00, registered in the Commercial Register maintained by the Regional Court in Plzeň, Section C, File 4355 (hereinafter referred to as the "Consignor").

1.2 Carrier: The Carrier, as the provider of the transport of the goods (items) in accordance with the Order, is defined as the person who has concluded a contract with the Consignor for the transport of goods on the basis of the Consignor's confirmation of the Order (hereinafter referred to as the "Carrier"). The Carrier may be either a self-employed natural person or a legal entity.

1.3 Order: Each Order placed by the Consignor constitutes a proposal to conclude a contract within the meaning of Section 1731 of Act No. 89/2012 Sb., the Civil Code, as amended (hereinafter referred to as the "Civil Code"), specifically a contract for the carriage of goods pursuant to Section 2555 et seq. of the Civil Code (hereinafter referred to as the "Order"). The Consignor's Order is submitted (addressed) by the Consignor to the Carrier, usually electronically (by email or fax). By confirming the Order in the manner set out in Article 2 of these Terms and Conditions of Carriage, a contract for the carriage of goods is concluded in accordance with Section 2555 et seq. of the Civil Code (hereinafter referred to as the "Contract").

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

1.5 Subject of the Order: On the basis of the confirmed Order (Contract), the Carrier undertakes to the Consignor to transport the item (goods) as a consignment from the place of dispatch (place of loading) to the place of destination (place of unloading), and the Consignor undertakes to pay the Carrier the carriage charge, all in accordance with the terms set out in the confirmed Order (Contract) and these Conditions of Carriage.

1.6 Domestic transport: If both the place of dispatch and the place of delivery of the consignment are located within the territory of the Czech Republic, the contractual relationship between the Carrier and the Consignor shall be governed by the Order (Contract), these Transport Terms and Conditions, and the relevant Czech legal regulations, in particular the provisions of Section 2555 et seq. of the Civil Code.

1.7 International transport: If, according to the Order (Contract), the place of dispatch and the place of delivery of the consignment are located in two different countries, the contractual relationship between the Carrier and the Consignor shall be governed by the Order (Contract), these Transport Terms and Conditions, and furthermore by Decree No. 11/1975 Coll. of the Minister of Foreign Affairs, dated 27 November 1974, on the Convention on the Contract for the International Carriage of Goods by Road (CMR).

1.8 Carrier's Conditions of Carriage: Unless expressly stated otherwise in the Order, by confirming the Order, the Carrier expresses its unconditional agreement that any general terms and conditions,

transport regulations or any other transport conditions of the Carrier shall not apply to the relationship established by the Order between the Carrier and the Consignor.

1.9 Contractual Relationships: These Conditions of Carriage govern and shall govern all contractual relationships between the Consignor and the Carrier established on the basis of an Order confirmed by the Carrier (the Contract). Unconditional confirmation of the Order constitutes a contract for the carriage of goods pursuant to Section 2555 et seq. of the Civil Code. These Terms and Conditions of Carriage also govern the rights and obligations arising from a breach of the confirmed Order (Contract) and, furthermore, any disputes referred to in Article 7, paragraph 7.3 of these Terms and Conditions of Carriage.

Article 2 | The Consignor's Order and its Confirmation

2.1 Contents of the Order: The Consignor's Order shall generally contain: a) the Consignor's request for the Carrier to undertake to transport the consignment from the place of dispatch to the place of destination, b) the description of the consignment (e.g. specification of the goods, name, number of items, brand, numbers, weight, type of packaging, etc.), c) specification of the place of dispatch – place of loading (country, town, street and house number), d) specification of the place of destination – place of unloading (country, town, street and house number), e) the amount of the carriage charge which the Consignor undertakes to pay to the Carrier for the performance of the carriage, f) the loading date and time, g) the unloading date and time (date, time), h) an express provision stating that these Conditions of Carriage form part of the Order, and i) any other conditions contained in the Order.

2.2 Confirmation of the Order: The Carrier is obliged to confirm the Consignor's Order unconditionally. A simple electronic, faxed or written communication from the Carrier delivered to the Consignor, the content of which is a confirmation of the Order (e.g. the Carrier'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. The confirmed Order may also be returned to the Consignor via email by sending an electronic copy (scan) of the confirmed Order to the Consignor's contact email address, i.e. doprava@gaenergo.cz and/or centralninakup@gaenergo.cz, or to another email address of the Consignor from which the Order was delivered to the Carrier. The sending of an electronic copy (scan) of the confirmed Order to the Consignor's contact email address shall also be deemed to constitute written confirmation of the Order, without the need for such an email to bear a guaranteed electronic signature. 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 was sent by the Consignor.

2.3 Contract for the Carriage of Goods: Upon confirmation of the Order, a legally binding relationship (Contract for the Carriage of Goods) arises between the Consignor and the Carrier, which is governed by the terms of the Order and these Terms and Conditions of Carriage. Acceptance of the confirmed Order takes effect upon delivery of the confirmed Order to the Consignor. By accepting the Order, the Carrier confirms that it had a genuine opportunity to influence the content of the basic terms of the Order itself (i.e. the Contract for the Carriage of Goods) and also had the opportunity to influence the terms of these Conditions of Carriage.

2.4 Cancellation of the Order: The Consignor reserves the right to revoke (cancel) the Order at any time, no later than the time when the Consignor is demonstrably delivered an Order unconditionally confirmed by the Carrier in accordance with paragraph 2.2 of this article of the Conditions of Carriage above. The Consignor may cancel the confirmed Order (Contract) with effect from the outset (*ex tunc*), provided that notice of cancellation is delivered to the Carrier no later than 12 hours prior to the scheduled loading time, without any entitlement of the Carrier to remuneration or to any compensation (e.g. damages).

For the purposes of this provision, an expression of intent shall also include an email sent by the Consignor to the Carrier, which shall be deemed delivered to the Carrier no later than sixty (60) minutes from the moment of its dispatch by the Consignor, irrespective of whether the Carrier has actually become acquainted with its contents.

2.5 Amendments or deviations from the Order: The Order constitutes a proposal to conclude a contract for the carriage of goods. A reply containing an amendment or deviation which does not substantially alter the terms of the Order as an offer does not constitute acceptance, even if the Consignor, as the proposer, does not reject such acceptance without undue delay. The Consignor, 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.

2.6 Alternative method of accepting the Order: The Consignor's Order shall be deemed to have been unconditionally confirmed (accepted) by the Carrier even if the Carrier actually commences performance of the Order, for example, by delivering a vehicle to the loading point, or by taking over the Consignor's consignment for carriage, or by otherwise acting in accordance with the Order. Where the Carrier has confirmed the Consignor's Order with amendments or deviations within the meaning of paragraph 2.5 of this Article of the Conditions of Carriage above, i.e. not unconditionally, but the Carrier actually commences performance of the Order, e.g. by delivering a vehicle to the loading point or taking over the Consignor's consignment for carriage, the Carrier's Order shall be deemed to have been unconditionally accepted, and any amendments or deviations made by the Carrier in the Order shall have no legal consequences or effects.

2.7 Scope of the Terms and Conditions of Carriage: Prior to confirming (accepting) any Order, the Carrier is obliged to familiarise themselves in full with these Terms and Conditions of Carriage, which form a separate annex to the Contract (confirmed Order). The current version of the Conditions of Carriage is published on the Consignor's website www.gaenergo.cz under the 'ABOUT US' link, 'DOCUMENTS' tab. By confirming the Order, the Carrier expresses its unreserved and unconditional consent to the contractual relationship established between it and the Consignor on the basis of the confirmed Order (Contract) being governed by the terms of the confirmed Order (Contract) and these Conditions of Carriage. By confirming the Order, the Carrier confirms that they are fully aware of these Conditions of Carriage.

Article 3 | Conditions of Carriage

3.1 Insurance: Unless otherwise expressly stipulated in the confirmed Order (Contract), the Carrier must, for the entire duration of the carriage of the consignment in accordance with the confirmed Order (Contract), maintain valid liability insurance for damage to the consignment (goods) with a **minimum** cover of **10,000,000 CZK** (in words: ten million Czech korunas), with **'All risks'** cover (i.e. including insurance covering not only damage to the goods being transported, but in particular also damage arising from the disappearance/theft, loss/damage to the vehicle carrying the consignment without proof of its theft by a third party involving the forcible overcoming of an obstacle (disappearance), as well as damage arising from the theft of the consignment or part thereof without demonstrable forcible overcoming of the security devices or equipment of the road vehicle serving to protect against such damage). The Carrier is obliged to present proof of insurance to the Consignor upon the latter's request, together with other documents expressly requested by the Consignor, e.g. a licence, registration certificate, green card for the vehicle providing the transport, compulsory third-party liability insurance, comprehensive insurance, etc. The risk of damage to the consignment being transported is borne by the Carrier throughout the entire transport, i.e. from the moment of loading the consignment until the moment of the formal unloading of the consignment at the place of unloading.

3.2 Carrier's duty to inform: Should any facts or circumstances arise during the course of transport which have or may have an impact on the proper or timely execution of the consignment's transport (e.g. delay in loading, theft of the consignment, technical fault with the vehicle, traffic complications, damage to the vehicle, traffic accident, etc. etc.), the Carrier is obliged **to inform the Consignor** of any such facts or circumstances **without delay, by telephone on: +420 373 303 111 and subsequently by email to the Consignor's contact email addresses:** doprava@gaenergo.cz and centralninakup@gaenergo.cz.

Any damage (loss) arising from the Carrier's failure to fulfil its obligation under the preceding sentence shall be borne in full by the Carrier. The Carrier is obliged, upon the Consignor's request, to provide complete and accurate information regarding the transport operation, in particular regarding the current location of the consignment, without delay to the Consignor's contact email address.

3.3 Notification of loading and unloading of the consignment: The Carrier is obliged to notify the Consignor of the collection of the consignment (loading) and also of the delivery of the consignment to the recipient (unloading) in writing (electronically), even without an express request from the Consignor. For the purposes of fulfilling the aforementioned information obligation under this provision, 'in writing' shall also include communication in electronic form (e.g. to the Consignor's contact email address or to the Consignor's contact telephone number as specified in paragraph 3.2 of this article of the Conditions of Carriage).

3.4 Amendments to the Conditions of Carriage: The Carrier is not entitled, without the prior written consent of the Consignor, to amend in any way the Conditions of Carriage contained in the Order, in particular the conditions for the loading and unloading of the consignment being transported, nor the content of the Order itself or these Conditions of Carriage.

3.5 Amendments to the Order: The Carrier acknowledges and agrees that the person confirming, on behalf of the Consignor, the handover of the consignment that is the subject of the Order is not authorised to make any changes to the content of the terms of the confirmed Order (Contract). Apart from the Consignor's statutory representatives, only the person who issued the Order is authorised to amend the terms of the confirmed Order (Contract) as well as these Conditions of Carriage, and such legal acts must be made exclusively in writing.

3.6 Carrier's Driver: Upon the Consignor's request, the Carrier is obliged to provide **the mobile telephone number of the Carrier's driver** authorised to carry out the transport in accordance with the Order, or **the number of the Carrier's dispatch centre**. The Carrier's driver must be equipped with a mobile phone during transport and must be contactable and available throughout the entire duration of the transport of the consignment. Prior to the commencement of transport, the Carrier is obliged to familiarise the driver carrying out the shipment with all the terms and conditions of the confirmed Order (Contract) and these Terms and Conditions of Carriage.

3.7 Subcontracting of transport: **The Carrier is obliged to carry out the transport of the consignment in accordance with the confirmed Order (Contract) independently and personally.** The Carrier is entitled to subcontract the carriage of the consignment in accordance with the confirmed Order (Contract) or any part thereof, i.e. to arrange for its performance by its contractual carrier (sub-carrier, subcontractor) or another third party, only with **the prior written consent of the Consignor**. However, the Carrier remains liable to the Consignor for their activities as if the Carrier had performed them itself, i.e. at its own risk, expense and liability. Without the prior written consent of the Consignor, the carriage of the consignment or any part thereof via a subcontractor of the Carrier is prohibited, and any breach of this prohibition shall be deemed a breach of the Contract.

3.8 Consignor's Instructions: The Carrier is obliged to follow the Consignor's instructions or orders throughout the entire period of the consignment's carriage. If the Consignor's instruction or order is inappropriate or defective, the Carrier is obliged to notify the Consignor of this immediately in writing. An inappropriate instruction or order from the Consignor does not entitle the Carrier to withdraw from the Contract or any part thereof, even if the Carrier has given prior written notice of the inappropriateness of the Consignor's instructions or orders.

3.9 Carrier's Vehicle: The vehicle used by the Carrier to transport the consignment must, throughout the entire transport, meet the Consignor's requirements regarding the type of vehicle provided, as well as the nature and character of the consignment being transported; furthermore, it must comply with all requirements laid down by law, including those relating to its operation. The vehicle used to transport the consignment must also remain fully technically compliant throughout the entire transport period, and its operation must comply with all legislative requirements. The Carrier is obliged to provide a road vehicle at the place of dispatch at the time of loading in a condition suitable for the transport of the consignment, in particular with a clean, dry and empty loading area, an undamaged load area cover (tarpaulin, etc.), equipped with securing devices (straps, struts, etc.) and the possibility of safely installing a seal.

3.10 Vehicle parking: Unless otherwise specified in the confirmed Order (Contract), the Carrier is only authorised to use a **guarded car park** or otherwise guarded or **secured (protected) parking or stopping place** when parking the vehicle, e.g. for a safety break.

3.11 Interruption of transport: The Consignor is entitled at any time during transport to decide to interrupt the transport, even if they are not the person authorised under the consignment note (waybill). The Consignor is also entitled to withdraw from the confirmed Order (Contract) at any time with effect from the outset.

Article 4 | Terms of Payment

4.1 Entitlement to Freight Charges: The Carrier shall be entitled to payment of freight charges upon the proper and timely completion of transport to the destination in accordance with the confirmed Order (Contract) and following the handover to the Consignor of the consignment note (bill of lading) duly confirmed in writing by the consignee. Without a consignment note (bill of lading) duly confirmed by the consignee and handed over to the Consignor, the Carrier's obligation under the confirmed Order (Contract) cannot be considered to have been duly fulfilled.

4.2 Settlement of carriage charges: The Carrier is obliged to settle (invoice) the Consignor for the carriage charges to which it is entitled **within 5 working days** of the proper completion of carriage to the destination (place of unloading). An integral part of every tax document issued by the Carrier must be: a) the Order confirmed in writing by the Consignor (i.e. bearing the Carrier's signature and stamp), b) the original consignment note (waybill) duly confirmed in writing by the consignee, c) a record of the vehicle's operation in domestic transport, and d) the CMR consignment note in the case of international transport. The tax document, together with the other documents referred to in the previous sentence, must be delivered to the Consignor at the address of its registered office as stated in the Commercial Register and also in electronic form to the address centralninakup@gaenergo.cz and/or doprava@gaenergo.cz. Until the Carrier delivers a valid tax document to the Consignor, including all attachments specified in the second sentence of this paragraph above, the Consignor shall not be in default of their obligation to pay the freight charges.

4.3 Due date for freight charges: The due date for a valid tax invoice, which correctly sets out the freight charges in accordance with these Conditions of Carriage, is 60 calendar days from the date of its delivery to the Consignor. If the tax document does not include the supporting documents or any of them as specified in paragraph 4.2 of this article

of the Conditions of Carriage, the due date of the tax document shall not commence until the date of delivery of the last of them.

4.4 Payment of freight charges: In the case of a non-cash payment, the date of payment of the freight charges is the date on which the Consignor instructed their bank to pay the freight charges.

4.5 Unreliable VAT payer: If the Carrier becomes 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 Consignor 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 Carrier shall also send the Consignor a notification electronically to the email address: centralninakup@gaenergo.cz and/or doprava@gaenergo.cz. The Carrier is also obliged to inform the Consignor 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.

4.6 Payment of VAT on behalf of an unreliable VAT payer: If, on the date of provision of the taxable supply, the Carrier is registered as an unreliable taxpayer, or if the Carrier becomes an unreliable taxpayer prior to payment of the tax document issued by the Carrier in accordance with this Article of the Conditions of Carriage, or in the event of any doubt as to whether the Carrier is an unreliable taxpayer under the VAT Act, the portion of the financial consideration under the tax document corresponding to VAT, the Consignor is entitled to pay this directly not to the Carrier's bank account, but to the bank account of the relevant tax authority 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 Consignor towards the Carrier.

4.7 Insurance claim: In the event that, during the carriage of the consignment, damage, loss, destruction or deterioration of the consignment or any part thereof occurs, or any other insurance claim arises, the Carrier shall only be entitled to payment of the carriage charge once (settlement) of such an insurance claim by all participating insurance companies and, furthermore, upon payment of the damage (loss) caused to the Consignor and, where applicable, to third parties, which shall be confirmed in writing by the Consignor to the Carrier as the resolution (settlement) of the insurance claim.

Article 5 | Fulfilment of contractual obligations

5.1 Delay in loading: In the event of a delay by the Carrier in providing a suitable vehicle at the place of loading of the consignment in good time, i.e. by the date and time specified in the Order, the Carrier undertakes to pay the Consignor a contractual penalty amounting to 0.1% of the freight charge [total transport price according to the confirmed Order of the Contract] for each commenced hour of delay, up to a maximum of 100% of the transport charge.

5.2 Delay in unloading: In the event that the Carrier fails to deliver the consignment to the unloading point on time, i.e. by the date and time specified in the confirmed Order (Contract), the Carrier undertakes to pay the Consignor a contractual penalty amounting to 0.1% of the carriage charge [of the total transport price according to the confirmed Order or Contract] for each commenced hour of delay, up to a maximum of 100% of the freight charge.

5.3 Transportation carried out by a third party: The Carrier is obliged to pay the Consignor a contractual penalty amounting to 50% of the freight charge [i.e. the total transport price as per the confirmed Order or Contract] in the event that the transportation of the consignment as per the confirmed Order (Contract) or any part thereof is arranged by the Carrier without the prior written consent of the Consignor through its own carrier (sub-carrier or subcontractor) or a

third party, i.e. in breach of the provisions of Article 3(3.7) of these Conditions of Carriage.

5.4 Confidentiality: The Carrier is obliged to maintain confidentiality regarding all facts of which it becomes aware whilst fulfilling its obligations arising from the confirmed Order (contract for the carriage of goods). In the event of a breach of the duty of confidentiality as set out in the preceding sentence, the Carrier is obliged to pay the Consignor a contractual penalty of CZK 100,000 for each individual instance of breach of the duty of confidentiality.

5.5 Confirmation of the obligation to maintain valid insurance: In the event of a breach by the Carrier of the obligation to maintain valid insurance throughout the duration of the carriage within the meaning of Article 3(3.1) of these Terms and Conditions of Carriage, the Consignor shall be entitled to claim from the Carrier a contractual penalty of CZK 10,000 for each day or part thereof during which such breach of obligation continues.

5.6 Confirmation of obligations relating to international sanctions: In the event of a breach of any declaration and/or any obligation of the Carrier arising from the provisions of Article 7(67.8) of these Conditions of Carriage, the Consignor is entitled to demand payment from the Carrier of a contractual penalty of CZK 500,000 for each individual instance of such a breach.

5.7 Compensation for Damages: Notwithstanding the provisions of Section 2050 of the Civil Code, have agreed that the payment of any contractual penalty shall in no way affect the Consignor'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 set off against compensation for damage (loss). In addition to the contractual penalty, the aggrieved contracting party shall be entitled to claim compensation for damage (loss) in full. The payment of the contractual penalty shall therefore not in any 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 as well. The Carrier is obliged to compensate the Consignor for non-pecuniary damage caused to the Consignor in cash, unless the Consignor specifies another method of compensation for non-pecuniary damage. The contracting parties hereby exclude the Consignor's obligation to compensate the Carrier for any damage that could not reasonably have been foreseen or anticipated at the time of concluding the Contract (confirmation of the Order). The Carrier undertakes to ensure that no damage occurs to the consignment during transport, and is obliged to inform the Consignor immediately of any risk of such damage occurring. If damage occurs to the consignment, the Carrier is obliged to take the necessary measures and exercise the necessary professional care to minimise the damage and to inform the Consignor of this in writing without delay. The Carrier shall be objectively liable for the total or partial loss of the consignment or for damage to it arising from the moment of its acceptance for carriage until the moment of its written delivery to the consignee, as well as for exceeding the carriage time limit.

5.8 Recourse for damages: In the event that the Carrier and/or an employee of the Carrier breaches, irrespective of the form of fault, the obligations set out in or arising from the Contract (confirmed Order) or in connection with its performance, and as a result the Consignor and/or a third party suffers any loss, the Carrier shall be obliged, upon request by the Consignor and/or the injured party, to compensate for such loss in full, in cash, unless the contracting parties agree otherwise.

5.9 Nature of the provisions of this Article of the Conditions of Carriage: Payment of the contractual penalty does not release the Carrier from the obligation secured by the contractual penalty. Unless the nature of a specific provision of this Article of the Conditions of Carriage indicates otherwise, the provisions of this Article of the Conditions of Carriage 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 6 | Anti-Corruption Clause – Compliance

6.1 Anti-Corruption Programme: The Consignor, 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 Consignor, 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.

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

- a) OMEXOM GA Energo s.r.o. Anti-Corruption Programme,
- 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) The VINCI Group's Code of Conduct against Corruption, and
- f) VINCI Group Human Rights Guide

(all the above-mentioned documents 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.

6.3 Binding nature of the Anti-Corruption Documentation: The Carrier is obliged to familiarise itself in full with the Anti-Corruption Documentation prior to confirming (accepting) the Order. By confirming the Order, the Carrier confirms that it has familiarised itself in full with the Anti-Corruption Documentation; at the same time, confirmation of the Order constitutes an unconditional and unqualified agreement and commitment to comply with all Anti-Corruption Documentation and the obligations arising therefrom.

6.4 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 initially classified as the criminal offence of accepting a bribe, bribery, indirect bribery or another criminal offence related to corruption under Act No. 40/2009 Sb., the Criminal Code (hereinafter the **"Criminal Code"**), as amended, and/or Act No. 418/2011 Sb., on the criminal liability of legal persons and proceedings against them, as amended (hereinafter the **"Act on the Criminal Liability of Legal Persons"**).

6.5 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) not to engage in any form of bribery, bribe-giving or indirect bribery, whereby a bribe would be 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.

6.6 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.

6.7 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 Střelně, 1929/8, 323 00 Plzeň – Bolevec,

OMEXOM GA Energo s.r.o. undertakes, in connection with this provision, that no individual shall be subject to any penalty or adverse treatment for reporting suspected corruption, unethical conduct, and/or for disclosing a conflict of interest.

Article 7 | General and Final Provisions

7.1 Set-off and Assignment: The Carrier is entitled to set off its claims against the Consignor's claims arising from or based on the Order, or arising from or based on any other legal relationship (legal relationship), exclusively upon the Consignor's prior written consent. The Carrier is not entitled, without the prior written consent of the Consignor, to assign this Order or any part thereof to any third party, nor any right, obligation or duty arising or to arise in the future from the confirmed Order (Contract).

7.2 Right of retention: The Carrier is not entitled, without the prior written consent of the Consignor, to exercise any form of right of retention against the Consignor; in particular, the Carrier may not retain the item being transported (consignment), and/or the goods, or any part thereof or their accessories, which are the subject of carriage under the Order or other items handed over by the Consignor to the Carrier (e.g. consignment note, shipment documentation, etc.).

7.3 Dispute resolution: Any disputes between the Consignor and the Carrier arising from a confirmed Order (Contract for the Carriage of Goods) and in connection therewith shall be resolved in accordance with Section 89a of Act No. 99/1963 Sb., the Code of Civil Procedure, as amended, at the court which is the local court for OMEXOM GA Energo s.r.o. at the time the statement of claim is filed. The general court of OMEXOM GA Energo s.r.o. shall also have jurisdiction over all disputes relating to, arising from or connected with the Order (Contract for the Carriage of Goods), in particular: a) disputes relating to a breach of contractual or statutory obligations, b) disputes concerning compensation for damages, 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 the Carriage of Goods), 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 the Carriage of Goods) itself. The scope of the prorogation clause under this provision shall also apply in the event of the invalidity of the confirmed Order (Contract of Carriage) or its apparent invalidity.

7.4 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 of Carriage

shall be extended by the duration of the force majeure event. The Carrier is obliged to inform the Consignor in writing without undue delay of the occurrence and cessation of a force majeure event; otherwise, the Carrier is not entitled to invoke force majeure (circumstances excluding liability). In particular, events such as strikes, lockouts, delays by subcontractors, insolvency, labour or material shortages, changes in exchange rates, inflation, deflation, intervention by the Czech National Bank, financial crises, etc., shall not be considered force majeure.

7.5 Data Protection and the GDPR: The Carrier confirms that it is aware that, with effect from 25 May 2018, the processing and protection of personal data is regulated by Regulation (EU) 2016/679 of the European Parliament and of the Council (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 for the carriage of goods. 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 contracting party (if the contracting party is a legal entity) (hereinafter referred to as “**personal data**”). In addition to its status as a recipient, either contracting party may also act as a controller or processor of personal data, where so provided by the Regulation or related legislation. Each contracting party 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, each 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 as applicable. The Carrier, as a potential recipient of personal data or a potential processor thereof, is obliged, upon written request from the Consignor, 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 Consignor with written confirmation of their fulfilment.

7.6 Other provisions: The Carrier assumes the risk of a change in circumstances within the meaning of Sections 1765 and 1766 of the Civil Code. Notwithstanding the provisions of Section 2569 of the Civil Code, the contracting parties have agreed that in the case of all statutory provisions where the law specifies a period of 6 months, a period of 36 months shall apply instead. Furthermore, the contracting parties have agreed that the relationship established by the confirmed Order (Contract) is not subject to the provisions of Sections 2570 and 2571 of the Civil Code. The contracting parties also declare that neither of them is considered the weaker contracting party. In accordance with the second sentence of Section 1801 of the Civil Code, the contracting

parties, as traders, have agreed to exclude the application of Sections 1799 and 1800 of the Civil Code.

7.7 Partial invalidity: If any provision of the Order, the Contract or these Conditions of Carriage is or becomes invalid or ineffective, this shall not affect the validity and effectiveness of the other provisions of the Contract or these Conditions of Carriage. 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.

7.8 International sanctions: The carrier declares that: (i) neither it nor its subcontractors are persons (a) subject to international sanctions under Act No 69/2006 Sb., 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 included 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 Carrier is obliged to inform the Consignor without delay of any change affecting the Carrier or its subcontractors whereby international sanctions have come to apply to the Carrier or its performance. Should the Carrier's declaration within the meaning of the first sentence of this paragraph prove to be wholly or partly untrue and/or should the Carrier 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 Carrier, entitling the Consignor to withdraw from the Contract or any part thereof at any time ; this is without prejudice to the provisions of Article 5(5.6) of these Conditions of Carriage.

7.9 Validity and Effectiveness of the Conditions of Carriage: These Conditions of Carriage, Version 5, shall enter into force and become effective on **1 June 2026**. The Carrier reserves the right to make any amendments to these Conditions of Carriage. Any amendment to the Conditions of Carriage shall not affect the contractual relationship that arose during the period of validity of the previous version of the Conditions of Carriage. The current version of the Conditions of Carriage is published on the Consignor's website: www.gaenergo.cz under the 'ABOUT US' link, 'DOCUMENTS' tab.

In Plzeň on 1 June 2026

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

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