

# General Business Terms and Conditions regarding Contracts for the Purchase of Goods (hereinafter referred to as the “Business Conditions”)

## A. Subject Matter

### I. Introductory Provisions

1. The present Business Conditions regarding Contracts for the Purchase of Goods (hereinafter referred to as the “Business Conditions”), issued by the below-described companies, namely:

§ **innogy Česká republika a.s.**, with its registered office at Prague 10 - Strašnice, Limuzská 12/3135, Postcode 100 98, maintained by the Municipal Court in Prague, Part B, Insert no. 18556, Identification no. 24275051, Tax Identification no. CZ24275051;

§ **innogy Gas Storage, s.r.o.**, with its registered office at Prague 10 - Strašnice, Limuzská 3135/12, 108 00, maintained by the Municipal Court in Prague, Part C, Insert no. 124711, Identification no. 27892077, Tax Identification no. CZ27892077;

§ **innogy Energie, s.r.o.**, with its registered office at Limuzská 12/3135, Strašnice, Prague 10, Postcode 108 00, maintained by the Municipal Court in Prague, Part C, Insert no. 220583, Identification no. 49903209, Tax Identification no. CZ49903209;

§ **innogy Zákaznické služby, s.r.o.**, with its registered office at Ostrava - Moravská Ostrava, Plynární 2748/6, Postcode 702 72, maintained by the Regional Court in Ostrava, Part C, Insert no. 30666, Identification no. 27935221, Tax Identification no. CZ27935221;

§ **innogy Grid Holding, a.s.**, with its registered office at Prague 10 - Strašnice, Limuzská 12/3135, Postcode 100 98, maintained by the Municipal Court in Prague, Part B, Insert no. 18283, Identification no. 24310573, Tax Identification no. CZ24310573;

§ **innogy Ergo, s.r.o.**, with its registered office at Prague 10 - Strašnice, Limuzská 12/3135, Postcode 100 98, maintained by the Municipal Court in Prague, Part C, Insert no. 50971, Identification no. 25115171 Tax Identification no. CZ25115171;

§ **GasNet, s.r.o.**, with its registered office at Ústí nad Labem, Klíšská 940, Postcode 401 17, maintained by the Regional Court in Ústí nad Labem, Part C, Insert no. 23083, Identification no. 27295567, Tax Identification no. CZ27295567;

§ **GridServices, s.r.o.**, with its registered office at Brno, Plynárenská 499/1, Postcode 657 02, maintained by the Regional Court in Brno, Part C, Insert no. 57165, Identification no. 27935311, Tax Identification no. CZ27935311;

§ **RWE Supply & Trading, a.s.**, with its registered office at Prague 10 - Strašnice, Limuzská 12/3135, Postcode 100 98, maintained by the Municipal Court in Prague, Part B, Insert no. 7240, Identification no. 26460815, Tax Identification no. CZ26460815;

§ **innogy TelNet Holding, s.r.o.** with its registered office at Prague 10 – Strašnice, Limuzská 12/3135, Postcode 100 98, maintained by the Municipal Court in Prague, Part C, Insert no. 289427, Identification no. 03845443, Tax Identification no. CZ03845443;

§ **innogy Energetika Plhov - Náchod, s.r.o.** with its registered office at Náchod, Plhovská 544, Postcode 547 01, maintained by the Regional Court in Hradec Králové, Part, Insert no. 43272, Identification no. 07846738, Tax identification no. CZ07846738;

§ **innogy Consulting & Ventures Czech Republic s.r.o.** with its registered office at Prague 8 – Karlín, Pobřežní 620/3, Postcode 186 00, maintained by the Municipal Court in Prague, Part C, Insert no. 310055, Identification no. 07929251, Tax identification no. CZ07929251;

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as the Buyers;

govern, pursuant to the provisions of Section 1751(1) of Act no. 89/2012 Collection of Laws (“Coll.”), the Civil Code (hereinafter referred to as the “Civil Code”), the mutual rights and duties of the Contractual Parties to the Purchase Contract resulting on the basis of the Purchase Contract concluded by and between the Buyer and the Seller in the capacity of entrepreneurs, against the Offer as the offer of execution of the Purchase Contract made by the Buyer, even individually, in particular in respect of:

- purchases of **certain goods**;
- purchases of **elements of certain goods**, as long as the Buyer is supposed to acquire such **elements** under the Purchase Contract, upon its separation, as certain goods;
- deliveries of **certain consumer goods**, which need to be created or assembled.

### II. Scope

The Business Conditions attached to the Offer, in the sense of the provision of Section 1751(1) of the Civil Code, form part of the content of the Purchase Contract. The Buyer, by accepting the Offer, confirms that he has also got acquainted with the wording of the Business Conditions attached to or referred to in the Offer and that he agrees to be guided by its provisions within the relevant contractual relations governed by the Business Conditions, and that the Business Conditions do not contain any provisions that the Seller should not reasonably expect to contain.

The Business Conditions shall apply to the relevant commercial relationship in the wording as referred to in the Offer or as attached to the Offer, unless further stipulated otherwise.

Any provisions contrary to the Business Conditions may be agreed in the Purchase Contract. Any such contrary provisions as contained in the Purchase Contract shall have precedence over the provisions of the Business Conditions.

The present Business Conditions do not apply to purchases or sales of gas equipment.

The Business Conditions contain in Part B certain general provisions, which apply to the Purchase Contracts concluded by and between the Buyer and the Seller.

## B. General Provisions Applicable to Offer and Purchase Contract

### I. Terminology

1 Terms with capital initial letters as contained in the present Business Conditions shall have the following meanings.

- **Offer** shall be deemed a written document entitled “**Order**” or “**Framework Order**” and issued by the Buyer, which represents an offer for the conclusion of the Purchase Contract, and is designated for acceptance by the Seller. The Business Conditions either enclosed to or referred to in the Offer form part of the Offer as an enclosure thereto.

- **Seller’s Offer** means an expression of the will of the Seller, which contains any amendments, exclusions, restrictions or any other modifications to the Buyer’s Offer. Such expression of the will may at the same time be deemed as rejection of the Seller’s Offer.

- **Framework Offer** means a document also entitled “**Framework Order**”, issued by the Buyer, which represents a draft agreement governing the legal framework of the Business Conditions for recurrent submission of Buyer’s Offers for the execution of Purchase Contracts on deliveries of Goods that the Seller is required to supply to the Buyer always following the execution of the Purchase

Contract, and that is supposed to be accepted by the Seller. If so explicitly specified in the Framework Offer, such partial performances provided on the basis of a contract concluded by way of accepting the Framework Offer may be implemented in any other manner, e.g., upon a written request (also made in an electronic form) from the Buyer delivered to the Seller. The Business Conditions attached to or referred to in the Framework Offer form part of the Framework offer as an enclosure thereto.

- **Seller** means a person that has been delivered from the Buyer a written Offer containing the present Business Conditions enclosed or referred to, and which duly made an offer to the Buyer, in its capacity of an offeror, a declaration or any other due legal arrangement indicating its consent to the content of the Offer.
- **Buyer** means any of the persons pursuant to Art. I(1) of the present Business Conditions, even acting individually.
- **Purchase Contract** means the purchase contract, which emerged by way of the acceptance of the Offer, including its enclosures.
- **Goods** mean certain Goods as well as any elements of such Goods as long as the Buyer is supposed to acquire them under the Purchase Contract after separation as the Goods, and certain consumer goods, which need to be created or assembled (hereinafter also referred to as the "Goods").
- **Contractual Parties** mean participants to the Purchase Contract.
- **Completion Certificate** means a handover/takeover report of the Goods, by signing of which a representative of the Buyer certifies the acceptance of the delivered Goods from the Seller.
- **Supply** means the delivery of the Goods by the Seller to the Buyer.
- **Business Days** means all days except Saturdays and Sundays and public and State holidays.
- **Personal Data** mean the first name, surname, address, date of birth, and birth registration number of a natural person. Personal Data do not contain any sensitive personal data pursuant to Act no. 101/2000 Coll., on the protection of personal data and amending certain other legislation, as amended by further legislation.

## II. General Provisions

### 1. Withdrawal of Offer, Execution of Purchase Contract based on Offer, Modification of Offer or Purchase Contract, and Termination of Liabilities under Purchase Contract

1. The Buyer may withdraw an Offer, even within the term designated for its acceptance.
2. Any modifications, amendments, exclusions or restrictions of an Offer issued by the Buyer and made by the Seller shall constitute a new Offer.
3. If the Seller rejects an Offer issued by the Buyer, or if the Offer is not duly accepted within the term designated in the Offer, and if no term for such acceptance is designated in a manner reasonably reflecting the nature of the draft Purchase Contract and the speed of the media applied by the Buyer in its capacity of the offeror to deliver the Offer, it shall be deemed that the Seller did not accept the Offer (the Buyer and the Seller did not conclude the Purchase Contract), unless the Business Conditions stipulate otherwise.
4. The Purchase Contract is entered into at the moment when the Offer becomes effective, i.e., when:
  - a) the Purchase Contract made out in a documentary form and executed by the representatives of both Contractual Parties authorised to sign the Purchase Contract on behalf of the Contractual Parties is duly delivered to both Contractual Parties;  
If no deadline is quoted in the Offer, not later than within 14 days of the delivery of the Offer to the Seller. After that the Purchase Contract will be

- b) deemed as duly concluded, if the Buyer, upon the delivery of such executed Purchase Contract from the Seller, notifies the Seller at least orally that it considers the Purchase Contract concluded on time;
  - c) the Seller accepts the Offer in a manner arranged by and between the Contractual Parties and informs the Buyer of the acceptance of the Offer in a manner arranged by and between the Contractual Parties;
  - c) the Seller accepts the Offer by acting in compliance with such Offer within the term as stipulated in the Offer for the acceptance of the Offers and, **upon agreement with the Buyer**, it performs the Offer within the deadline as stipulated in the Offer.
5. The termination of one Offer does not automatically mean the termination of any other Offers issued by the Buyer on the basis of the Purchase Contract and resulting from the acceptance of the Framework Offer issued by the Buyer for submitting Offers and for concluding separate Purchase Contracts for recurrent deliveries of the Goods or for recurrent performances.
  6. The contractual relationship (liability) for recurrent performance (recurrent delivery of the Goods) shall be concluded for a definite term of up to one year, unless the contract stipulates otherwise.
  7. The Purchase Contract may be modified only by way of numbered amendments made in writing. The manner of execution of such amendments shall be governed by analogy by the provisions applicable to the acceptance of Offers. No other form of modification shall be accepted.
  8. The fact that the obligations under the Purchase Contract have been discharged due to any reasons other than due performance shall not relieve the Contractual Parties from their responsibility and obligation to pay contractual penalties or damages incurred by the other Contractual Party due to a breach of obligations to which such contractual penalties or damages apply.
  9. The application of the provision of Sections 1798-1800 of the Civil Code to any liabilities existing between the Seller and the Buyer under the Purchase Contract shall be excluded.

### 2. Manner and Place of Delivery

1. The Seller undertakes to deliver to the Buyer the Goods at its premises, unless the relevant Purchase Contract stipulates any other place of delivery or unless the Seller and the Buyer agree demonstrably otherwise following the conclusion of the Purchase Contract. The Buyer may require a change of the place of delivery of the Goods following the conclusion of the Purchase Contract and the Seller undertakes to meet such requests.
2. The Seller shall deliver the Goods to the Buyer in agreed quantity, quality, and execution. If such quality and execution have not been agreed, the Seller shall provide the Goods in such quality and execution suitable for the purposes as shown in the Purchase Contract, or otherwise for any routine purposes.
3. If the Seller should deliver to the Buyer any larger quantity of the Goods than agreed, the Buyer is not obligated to accept such Supply over and above the agreed quantity and it shall be deemed that the Buyer has refused any such Goods delivered over and above the agreed quantity.

### 3. Time of Supply/Performance

1. The term of the Supply of the Goods will be governed by the terms and deadlines as stipulated in the Purchase Contract (hereinafter referred to as the "Delivery Date"). Such Delivery Date shall be binding. If the Purchase Contract does not stipulate any such Delivery Date for the Goods, the Seller shall deliver the Goods to the Buyer within 5 (five) Business Days of the date of execution of the Purchase Contract. The Buyer shall not be required to accept the Goods prior to the Delivery Date as stipulated.
2. No obligation may be inferred from any contract concluded on the basis of the Framework Offer covering recurrent executions of Purchase Contracts for the deliveries of the Goods to be performed upon the execution of such Purchase Contracts for the Buyer to keep ordering any

Goods and any obligation on the part of the Supplier to deliver the Goods to the Buyer, unless the contract executed by way of acceptance of the Framework Offer stipulate otherwise. The obligation on the part of the Seller to deliver the Goods to the Buyer shall not emerge until the execution of the Purchase Contract, unless a contract explicitly concluded on the basis of a Framework Offer stipulates otherwise, e.g., on the basis or a written request (also made in the electronic format) delivered by the Buyer to the Seller in a manner as agreed in contracts concluded on the basis of the Framework Offer.

#### 4. Performance-related Documents

1. The Seller shall issue a record on the handover/takeover (acceptance) or a delivery note in respect of the Goods, including their installation (commissioning), if applicable, to be signed by the Buyer (hereinafter referred to as "Handover/Takeover Report") to be executed by representatives of the Buyer and the Seller and to contain, in particular, the following provisions:
  - date of the handover/takeover of the Goods;
  - names of the persons in charge of handover/takeover of the Goods;
  - a list of all documents supplied by the Seller and accepted by the Buyer.

The draft Handover/Takeover Report for the delivery of the Goods to the Buyer shall be drafted by the Seller in at least two counterparts.
2. The Seller shall deliver to the Buyer, together with any supplied Goods, any documents and information required in order to accept and to use the Goods (e.g., declarations of conformity, users' manuals, Material Safety Data Sheets, etc.). Upon delivery of the Goods, unless stipulated otherwise below, the Seller further agrees to fulfil any and all other duties imposed on him by the binding legal regulations, including, without limitation, the duties set out in the following paragraphs:
3. Where the Goods contain a hazardous chemical substance, the Seller is obliged to submit to the Buyer a Material Safety Data Sheet for the hazardous chemical substance in the Czech language prepared in accordance with Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH), establishing a European Chemicals Agency, as amended. The Material Safety Data Sheet shall incorporate exposure scenarios for the agreed manners of use. If the Material Safety Data Sheets has been reviewed, the Seller shall submit to the Buyer without delay the reviewed version of the Material Safety Data Sheet. The Material Safety Data Sheets shall be submitted by the Seller in electronic form, by sending an e-mail to the following address: [eko.cz@innogy.com](mailto:eko.cz@innogy.com). The above-stipulated requirement shall also apply to the "on request" Material Safety Data Sheets pursuant to Art. 31 (3) of Regulation (EC) No 1907/2006 of the European Parliament and of the Council (REACH), as amended.
4. The Seller declares that all substances present in the Goods have been registered by the Seller or through the manufacturer or the exclusive representative, as appropriate, for the agreed manners of use by the Buyers in terms of Article 6 of Regulation (EC) No 1907/2006 of the European Parliament and of the Council (REACH), as amended. The Seller shall document the registration in writing on request of the Buyer.
5. Upon delivery of the Goods, the Seller is obliged to submit to the Buyer the information as to whether any substance included in the Candidate List of Substances of Very High Concern is present in the Goods above a concentration of 0,1 % weight by weight. The information must indicate at least the name of the substance (Article 33 of Regulation (EC) No 1907/2006 of the European Parliament and of the Council). The Candidate List is available at the website of the European Chemicals Agency (ECHA).
6. For the purpose of placing packaging on the market in the Czech Republic, the Seller is obliged to document to the Buyer in writing the type of material of which the packaging is made and the weight thereof. Further, the Seller shall

submit a written declaration of compliance with the requirements for packaging placed on the market pursuant to Act No. 477/2001 Coll., on packaging and amending certain other laws and European Parliament and Council Directive 94/62/EC of 20 December 1994 on packaging and packaging waste.

7. If the Seller fails to fulfil any of the obligations and duties stipulated in paragraphs 2 to 6 of this Article or if the information or declaration under paragraph 4 or 5 is inaccurate, such default constitutes a substantial breach of the Purchase Contract and the Buyer may withdraw from the Purchase Contract. This shall in no way prejudice any other Buyer's claims under the Purchase Contract, in particular the claim for contractual penalty or damages. Simultaneously, the Seller shall be obliged to pay to the Buyer a one-off contractual penalty in the amount of CZK 500; and if the above-stipulated obligations and duties are not fulfilled even within a grace period set by the Buyer in a written request, the Seller shall pay to the Buyer an additional contractual penalty in the amount corresponding to 0.02% of the price of the Goods set out in the Purchase Price for each day of delay in fulfilling the aforementioned duties and obligations, commencing on the day following the (*expiry of*) the grace period for fulfilment set by the Buyer in the written request until the actual fulfilment of the duties and obligations.

#### 5. Cost of Transport

The Goods shall be delivered for free. The cost of the delivery of the Goods, in particular transport costs, package, insurance, and customs duty shall be paid by the Seller. Such costs shall be deemed to have been included in the purchase price for the Goods.

#### 6. Risk of Damage to the Goods

The risk of damage to the Goods shall pass to the Buyer upon the handover/takeover of the Goods.

#### 7. Acquisition of Title to the Goods

1. The Seller shall allow the Buyer to acquire the ownership title to the delivered Goods. The Buyer shall acquire the ownership title to the Goods at the moment of acceptance of the Goods, with the exception of Goods registered in a public list (e.g., a vehicle registered in the Register of Vehicles), in which case the Buyer shall acquire the ownership title to the Goods upon its registration in such list, unless any other piece of legislation stipulates otherwise. In order to eliminate any doubts, it shall be agreed that the Buyer will have accepted the Goods on the date as shown in the duly executed Handover/Takeover Report.

#### 8. Purchase Price

1. The Buyer shall pay to the Seller the purchase price agreed in the Purchase Contract, unless the Buyer and the Seller agreed solely on its determination. In such cases, the manner of the determination of the purchase price shall be governed by an agreement between the Buyer and the Seller and the Buyer shall pay the purchase price determined in the pre-agreed manner.
2. The purchase price also includes the costs of packaging and delivery of the Goods to the place of delivery.
3. If the Seller is registered for VAT (a VAT payer), it shall be entitled to charge in addition to the purchase price as determined in the agreed manner also VAT pursuant to the VAT Act, as amended, and the Buyer undertakes to pay such VAT over and in addition to the agreed purchase price.

#### 9. Issue of Tax Documents/Invoices

1. The Seller, upon the delivery of the Goods to the Buyer and subject to compliance with the terms and conditions applicable under the present Business Conditions and not later than within the deadline as stipulated in the relevant

legislation for the issuance of tax documents, shall issue the Buyer with a tax document/invoice covering the purchase price.

2. The tax document must contain all provisions as stipulated in the generally binding legislation for tax documents and the invoice must contain all provisions as stipulated in the generally binding legislation for accounting documents, and further the documents must contain the registration number of the Offer issued by the Buyer, to which they relate, and the account number to which the Buyer's pecuniary payment is supposed to be paid, as well as any other provisions as agreed by the Contractual Parties. The tax document must further contain the Seller's bank details as published by the tax administrator in a manner allowing for remote access to the register of VAT payers. The Seller shall further enclose to the tax document a copy of the duly executed Handover/Takeover Report.
3. Should the taxable supply be subject to transfer of the tax liability under the VAT Act (hereinafter the "VAT Act"), the Seller is obliged to proceed in accordance with the respective provisions of the VAT Act. The Seller is obliged to issue a tax document excluding a tax and indicate the following text on the tax document: **The tax will be paid by the customer.**
4. In case of tax documents or invoices issued for any recurrent performances (recurrent supplies of the Goods) related to a certain period of time, the Seller shall clearly state the accounting period.
5. The tax document/invoice shall exclusively be made out in the A4 format, using standard office paper with paper stock weight of 80g/sq.m., printed on one-side, with a text on the tax document/invoice printed in black printing ink.
6. The tax document/invoice shall be delivered to the Buyer at its registered office in one original copy unless stipulated in the Purchase Contract otherwise. If the tax document or invoice is delivered electronically, the Seller shall issue the electronic tax document/invoice in accordance with the VAT Act and the electronic invoice shall be issued in accordance with the generally binding legislation. The Seller shall send such electronic tax documents and invoices to the Buyer to the following email address: [el.faktury@innogy.com](mailto:el.faktury@innogy.com).
7. If the tax document or invoice fails to contain any of the provisions as stipulated (par. 2 to 4 of the present Article) or if any such tax document/invoice has been issued contrary to the present Business Conditions, the Buyer may return such tax document/invoice to the Seller within the term of its maturity unpaid, to be corrected or newly issued. In this connection, the Buyer will inform the Seller about the reasons for such return of the tax document or invoice. On the date of such return of the tax document or invoice, the term for their maturity shall be discontinued and a new term of maturity shall commence on the date of delivery to the Buyer of a corrected or a newly issued tax document or invoice by the Seller.
8. If, on the date of taxable supply, the Seller should meet the conditions as contained in Section 106a of the VAT Act (unreliable payer) or if the tax document should show a bank account that has not been publicised in the statutory manner pursuant to the provision of Section 109(2)(c) of the VAT Act (unpublicised bank account), the Buyer may act pursuant to the provision of Section 109a of the VAT Act, i.e. by way of special securing of tax. In such cases, the Buyer may have paid a portion of the pecuniary debt in the amount of the assessed value added tax directly to the bank account of the relevant tax administrator (as payment of the tax on behalf of the provider of taxable performance from such taxable performance) rather than to the bank account of the Seller; thereby, the given portion of the Buyer's pecuniary debt towards the Seller shall be deemed repaid in full.

#### 10. Purchase Price Maturity Date

1. The Buyer shall pay the purchase price to the Seller following the delivery of the Goods, by way of credit transfer.
2. The agreed price shall be payable within 60 days of the delivery of the tax document or invoice duly made out by

the Seller in line with the present Business Conditions, unless further stipulated otherwise. In case the invoice is sent electronically, it is not sent in paper form.

3. The purchase price shall be deemed as duly paid on the date when the relevant sum is debited to the bank account of the Buyer and credited to the bank account of the Seller.
4. In the event of any default on the part of the Buyer with payments of the purchase price due to reasons on the part of the Buyer, the Seller may seek from the Buyer the payment of late interest in the amount of 0.02 percent of the defaulted amount per each day of such default. The late interest demonstrably payable to the Seller shall be paid within the term of 15 days of the date of a written invitation issued by the Seller to the Buyer and requesting it to pay such late interest.

#### 11. Payment Warranty

Payment of the purchase price shall not mean any disclaimer of the rights resulting from delayed performances by the Seller or any acknowledgement that the Supply of the Goods were ordered and/or that the Goods were accepted without reservation.

#### 12. Non Assignment/Set-Off

1. The Seller shall not assign the Purchase Contract or any claims arising for it under the Purchase Contract towards the Buyer to any third parties without the prior written consent from the Buyer. Requests for granting such consent must be made in writing. This provision shall be without prejudice to the provision of Art. IV(2) of the present Business Conditions.
2. The Seller acknowledges the right of the Buyer to set-off, by way of a unilateral legal act, any payable pecuniary receivables held by the Buyer in respect of the Seller against any pecuniary receivable held by the Seller in respect of the Buyer, irrespective of the currency of the receivable or the underlying legal relationship. The Buyer may also unilaterally set-off its receivables against such receivables held by the Seller that have not yet been payable, that cannot be enforced, whose satisfaction cannot be claimed in court or that are barred.
3. The Seller may not assign (including assignments securing receivables or rights) or pledge its receivables from the Buyer without a prior written consent from the Buyer.

#### 13. Duty to Inform/Notify

1. Where the Seller needs any additional information or materials over and above the present Business Conditions in order to perform the Purchase Contract, it shall forthwith send such request to the Buyer either by mail, by fax or via e-mail (electronic mail).
2. The Seller, by accepting the Offer, at the same time acknowledges its authority to perform activities that comprise the subject matter of the Purchase Contracts and that it holds the relevant and still valid licence to perform such activities issued by the relevant authority.
3. In the interest of ensuring due performance of the obligations under the Purchase Contract, the Buyer and the Seller shall inform each other without any undue delay about any changes in the identification data as against the data as shown in the Purchase Contract, and about any other changes that may affect the performance of the Purchase Contract concluded existing between them pursuant to the present Business Conditions.

#### 14. Termination of Purchase Contract

1. The Buyer may terminate the Purchase Contract for recurrent Supplies concluded for an indefinite period of time or for a definite period of time in excess of one year, even without giving the reasons therefor, by way of a notice of termination delivered to the Seller.
2. The period of notice shall be 1 (one) month and it shall start on the first day of the calendar month following the delivery of the notice of termination to the other Contractual Party.

3. The legal effects of the notice of termination shall commence upon the expiry of the period of notice. At such moment, the obligations arising from the Purchase Contract cease to exist. This provision shall be without prejudice to the obligation of the Seller to deliver to the Buyer the Goods according to the Offer as accepted by the Seller prior to the date of delivery to the other Contractual Party of such written notice of termination, same as the subsequent obligation on the part of the Buyer to accept the duly delivered Goods and to pay the agreed purchase price, unless the Buyer and the Seller demonstrably agree in writing otherwise.

### 15. Withdrawal from Purchase Contracts

1. Both the Seller and the Buyer may withdraw from the Purchase Contract for reasons stipulated in the Civil Code, and furthermore, each of them for the below-described reasons.
2. The Buyer may further withdraw from the Purchase Contract, apart for reasons as stipulated in par. 1 of the present Article, if:
  - a) a decision on winding-up of the Seller by liquidation without legal successor is issued;
  - b) insolvency proceedings are commenced in respect of the Seller's estate;
  - c) execution proceedings are commenced in respect of the Seller's estate;
  - d) the Seller is in default with the Supply of any Goods for a period exceeding 15 days;
  - e) the Seller is in default with the removal of any defects of any delivered Goods for a period exceeding 15 days.
3. The Seller, except for reasons stated in par. 1 of the present Article, may further withdraw from the present Purchase Contract if the Buyer, due to reasons on its part, is in default with the payment of the purchase price for a term in excess of 30 days, despite a written notification and provision of a reasonably additional term for remedy from the Seller.
4. The Seller and the Buyer may withdraw from the present Purchase Contract without any undue delay if the action of the other Contractual Party should indicate without any doubts that it would breach the Purchase Contract in a material manner.
5. The withdrawing Contractual Party shall notify the other Contractual Party about such withdrawal from the Purchase Contract in writing in the sense of par. 1 to 4 of the present Article. Such notification shall be delivered to the other Contractual Party at its registered office. As soon as the Contractual Party eligible to withdraw from the Purchase Contracts notifies the other Contractual Party of its intention to withdraw from the Purchase Contract, it is not authorised to change such intention by itself.
6. If a Contractual Party might have withdrawn from the Purchase Contract due to a material breach of the Purchase Contract but failed to exercise such right on time, this will be without prejudice to any later withdrawal from the Purchase Contracts referring to similar acts of the other Contractual Party.
7. Any withdrawal from the Purchase Contracts results in the termination of the relevant obligation from the very beginning, unless the Business Conditions stipulate otherwise.
8. If the Seller should perform the Purchase Contract only in part, the Buyer may withdraw from the Purchase Contract only in respect of any unperformed balance, subject to the Buyer stating it accordingly in the notice of withdrawal from the Purchase Contract.
9. The Buyer or the Seller may withdraw from the Purchase Contract binding for continuous or recurrent deliveries of the Goods exclusively with future effects. This provision shall be without prejudice to the obligation of the Seller to deliver to the Buyer the Goods as requested by the Seller from the Buyer prior to the date of delivery to the other Contractual Party of the notice of withdrawal from the Purchase Contract; the same applies to the obligation of the Buyer to accept the duly delivered Goods and to pay the agreed purchase price, unless the Buyer notifies the

Seller in writing that it is not interested in the delivery of the given Goods. Upon the termination of the liability under the Purchase Contract, the legal relations between the Contractual Parties in respect of the delivered Goods shall be governed by the present Business Conditions until the expiration of the warranty period covering the Goods.

10. Any withdrawals from the Purchase Contract shall be without prejudice to the right to payments of contractual penalties or late interests, if applicable, the right to damages arising from a breach of contractual obligations, and from dispute resolution arrangements.
11. The Buyer may not withdraw from the Purchase Contract or request the delivery of new Goods if it is unable to return the Goods in such state as delivered: this provision shall not apply if:
  - a) such change in the state has resulted from an inspection performed in order to identify defects of the Goods;
  - b) the Buyer has made use of the Goods prior to the identification of the defect;
  - c) the Buyer has sold, consumed or modified the Goods prior to the identification of the defect, subject to routine use, only partial use, and subject to the Buyer returning to the Seller whatever may be returned, and disbursing the Seller up to the amount of benefiting from such uses.

### III. Seller's Default in Performance

#### 1. Seller's Default

1. Where the Seller is in default with deliveries of any Goods, it shall pay to the Buyer a contractual penalty in the amount of 0.02 percent of the purchase price pursuant to the Purchase Contract per each calendar day of such default. Where the Seller is in default for a period exceeding 15 days (inclusive), it shall pay to the Buyer, commencing on the 16<sup>th</sup> day of such default, a contractual penalty in the amount of 0.05 percent of the purchase price pursuant to the Purchase Contract.
2. Where the Seller is in default towards the Buyer with the payment of any pecuniary debt, it shall pay to the Buyer a late interest from such defaulted amount in the amount as stipulated in the Government Ordinance in the sense of Section 1970 of the Civil Code.
3. The Seller shall pay such contractual penalty or late interest to the Buyer within 15 days of the date of delivery to the Seller of the Buyer's invitation seeking the payment of such contractual penalty or late interest, by way of credit transfer to the account of the Buyer as notified by the Buyer in the given case. If the Seller is in default with the payment of such late interest, it shall pay to the Buyer in addition further late interest on such late interest in the amount of 0.05 percent of the defaulted amount per each day of such default, even incomplete.
4. The provisions governing contractual penalties and late interests shall be without prejudice to a title on the part of the Buyer to damages arising from a breach of contractual obligations resulting in such contractual penalty or late interest. This provision shall also apply to all other contractual and statutory rights belonging to the Buyer.

#### 2. Rights from Defective Performance

1. The rights and duties of the Buyer and the Seller regarding rights from defective performance shall be governed by the relevant generally binding legislation (in particular, the provisions of Sections 1914 to 1925, Sections 2099 to 2117, and Sections 2161 to 2174, of the Civil Code), unless the Business Conditions stipulate otherwise.
2. The Seller guarantees to the Buyer that the Goods have no defects upon handover/takeover, although they may be identified later. Such Buyer's right shall also apply to any later defects caused by any breaches of the Seller's obligations.
3. The provisions of Section 1918 of the Civil Code shall not apply within the present Business Conditions on the delivery of the Goods pursuant to the Purchase Contract,

with the exception of cases involving the delivery of bulk Goods under the Purchase Contract.

4. The Seller shall provide to the Buyer warranty regarding quality of any delivered Goods extending to 24 months, unless the Purchase Contract stipulates any other term.
5. The Buyer shall claim any rights from defective performance with the Seller at the address of its registered office. It shall be deemed that the complaint has been filed at the moment of delivery to the Seller of the notification of defect. The Seller, upon acceptance of the complained Goods, shall issue a receipt to the Buyer, also showing the time of the filing of the complaint and its extent.
6. The Seller undertakes to remove any such defects covered by warranties not later than within 5 (five) Business Days of the moment of the notification of the defect by the Buyer, either by way of delivery of new Goods without defects or by way of delivery of any missing Goods, unless the Contractual Parties agree otherwise.
7. The Seller shall notify the Buyer in writing about the manner of settling the complaint. The Seller shall deliver the defected Goods to the Buyer after settling the complaint, including a written confirmation showing the manner of settling the complaint.

#### IV. Legal Succession/Assignment of Purchase Contract

1. The Buyer may at any time transfer, in its capacity of a transferor, its rights and obligations under the Purchase Contract or any part thereof not yet performed until the moment of such transfer, to another person, by way of assigning the Purchase Contract or by assigning a portion of such Purchase Contract, and such other person may accept the rights and obligations belonging to the Buyer under the Purchase Contract as assigned to such other person. The legal effects of such assignment of the Purchase Contract or any part thereof shall take effect in respect of the Seller not later than upon the notification of such assignment of the Purchase Contract or any part thereof by the Buyer to the Seller or any third part acting as the assignee.
2. The Seller, in its capacity of the assignor, may assign the Purchase Contract or any part thereof to the companies or persons comprising a concern together with the Seller. Such persons shall also be authorised to accept the Seller's obligations towards the Buyer ensuing from the Purchase Contract. The legal effects of such assignment shall become effective in respect of the Buyer upon the written notification of such assignment of the Purchase Contract by the Seller to the Buyer.

#### V. General Provisions

##### 1. Choice of Law

The legal relations arising out of the Purchase Contract, unless directly governed by the Purchase Contract, shall be governed by the provisions of the Civil Code. Also, the Contractual Parties undertake to construe the rights and obligations regulated in the Purchase Contract in compliance with the Civil Code.

##### 2. Governing Law and Jurisdiction

1. Should any discrepancy occur between the Purchase Contract and the Business Conditions, the arrangements of the Purchase Contract shall prevail.
2. The Contractual Parties undertake to resolve any disputes arising out of the Purchase Contract primarily by agreement at the level of their authorised representative bodies, and – failing that – in compliance with the relevant provisions of the legislation of the Czech Republic.
3. The court of forum to resolve any and all disputes arising out of the Purchase Contract concluded between the Seller and the Buyer shall be the general court of the Buyer; in the case of a legal successor of the Buyer or a person to which the Purchase Contract has been assigned, the general court of such person, unless the Contractual Parties agree in writing that the dispute will be submitted for resolution to an arbitration court.

#### 3. Occupational Safety and Environmental Protection

1. The Seller delivering the Goods to a place as designated by the Buyer shall be responsible for adherence to principles of Occupational Safety & Health, Fire Protection and Environmental Protection at such place of delivery, by persons used for the performance of activities that are the subject-matter of the Purchase Contract (e.g., its employees or subcontractors). The Seller undertakes to ensure that the above-described persons should adhere to all generally binding legislation relating to Occupational Safety & Health, Fire Protection and Environmental Protection at such places.
2. The Goods (products, machinery or electrical equipment) which are supposed to be delivered to the Buyer on the basis of the Purchase Contract, shall comply with the provisions of Act no. 22/1997 Coll., on technical requirements regarding products, as amended by further legislation. The Seller shall deliver to the Buyer or the recipient of the Goods the relevant declarations of conformity and users' manuals, as well as the Material Safety Data Sheets pursuant to the REACH Regulation. Delivery of such documents in the Czech language shall comprise the agreed volume of the Goods to be delivered; all Seller's costs potentially incurred due to this shall be deemed to have been included in the purchase price.
3. The Seller is obliged to pack the Goods in a usual manner. Where a hazardous substance or mixture is present, the Seller must comply with the requirements for labelling and packaging the Goods stipulated in Regulation (EC) No 1272/2008 of the European Parliament and of the Council of 16 December 2008 on classification, labelling and packaging of substances and mixtures (CLP), as amended.

#### 4. Delivery of Consignments

1. The Buyer and the Seller undertake to perform deliveries of consignments related to the liabilities existing between the Seller and the Buyer on the basis of the Offer and the Purchase Contract in the sense of the present Business Conditions to the addresses of their registered offices as shown in the Purchase Contract, unless they demonstrably agree on any other place for the delivery of consignments.
2. Consignments may be delivered by hand, via the operator of postal services or by courier services. Offers (Orders or Framework Orders) may also be delivered by electronic mail. The Buyer may also deliver its Offers in the form of Auto PO, i.e. delivery of Orders automatically generated by SAP. Offers (Orders or Framework Orders) delivered in this manner shall not be signed by the Buyer, but shall be subsequently accepted, i.e. confirmed by the Seller. Offers may also be placed and accepted (confirmed) through the Buyer's application SUS (Supplier Self-Service).

#### 5. Protection of Personal Data

1. The Seller and the Buyer agreed that in processing the other party's Personal Data (hereinafter the "Personal Data") for the purposes set out in the Purchase Contract, either Party shall treat such Personal Data in a manner compliant with the valid legislation in effect governing personal data protection for the purpose of exercising the rights and duties relating to the Purchase Contract, and such Personal Data shall not be disclosed or provided to third parties without the other party's prior written consent, except for any proceedings before the state or local administration bodies. In addition, the Seller and the Buyer undertake to cooperate with each other as needed regarding matters relating to the Personal Data of the party concerned.
2. The Buyer shall predominantly act as Controller or Processor of a Data Subject's Personal Data. The information about processing Personal Data in an extent required by applicable laws, including the scope and purpose of processing, the rights and obligations of the

Buyer and the updated list of Personal Data processors will be available on the website of individual innogy companies

innogy Česká republika, a.s. - <https://www.innogy.cz/sluzby/ochrana-osobnich-udaju/>

innogy Energie, s.r.o. - <https://www.innogy.cz/sluzby/ochrana-osobnich-udaju/>

innogy Energo, s.r.o. - <https://www.innogy.cz/energo/ochrana-osobnich-udaju/>

innogy Gas Storage, s.r.o. - <https://www.innogy-gasstorage.cz/cs/zpracovani-osobnich-udaju/>

GridServices s.r.o. - <https://www.gridservices.cz/ochrana-osobnich-udaju/>

GasNet, a.s. - <https://www.gasnet.cz/cs/informace-o-zpracovani-osobnich-udaju/>

innogy Zákaznické služby, s.r.o. - <https://www.innogy.cz/sluzby/ochrana-osobnich-udaju/>

innogy Grid Holding - <https://www.innogy.cz/sluzby/ochrana-osobnich-udaju/>

When concluding the Purchase Contract or any time throughout duration thereof, the Data Subject will be provided the above-referred information upon request, either in writing, sent to the Buyer's registered office address, or emailed to its data box.

## 6. Contract Register

The Seller undertakes that, if it is an entity listed in Section 2 of Act no. 340/2015 Coll., on special prerequisites for the effectiveness of certain contracts, the public disclosure of those contracts and the contract register ("Contract Register Act"), it shall send the Purchase Contract for publishing via the contract register without undue delay following its conclusion and within 30 days at the latest in accordance with Section 5(2) of the Contract Register Act, unless it is a contract that is exempted from the obligation to be made public within the meaning of Section 3(2) of the Contract Register Act. The Purchase Contract shall then enter into force only after the Seller demonstrates to the Buyer that the Purchase Contract was published in the register in a due and timely manner.

Unless a concluded Purchase Contract stipulates otherwise, the Buyer declares that it does not consider the facts specified in the Purchase Contract as business secrets or other confidential information and grants its consent to publication of the Purchase Contract in the Contract Register without any further conditions. On the contrary, if the Buyer considers certain information specified in the Purchase Contract to be excluded from publication and protected by special laws (business or banking secrets or private or sensitive data), the Buyer shall specify such information/data already in the Offer, indicating the type of information/data. In such a case, such information/data may not be published in the Contract Register.

## C. Joint, Interim and Closing Provisions

1. The present Business Conditions shall come into effect on 1 June 2019.
2. All and any legal relations between the Seller and the Buyer existing prior to the effect of the present Business Conditions shall continue to remain in force. These legal relations shall continue to be governed by the Business Conditions and arrangements effective for the contractual relations between the Contractual Parties at the time of the execution of the Purchase Contract, unless the Buyer and the Seller demonstrably agree otherwise.
3. The Buyer may modify and amend the Business Conditions in order to reflect any changes in technical, operational, business and organisational conditions on its part or by reason of modifications of the generally applicable legislation. If any changes to the Business Conditions should also involve changes in the rights and obligations under the Purchase Contract concluded prior to the date of effect of such changes of the Business

Conditions, the Buyer shall notify the Seller about such changes in writing. In such cases, the Seller may refuse such changes to the Business Conditions in respect of the Purchase Contract concluded prior to the effect of the changes of the Business Conditions, but not earlier than 30 days of the date of notification of such changes. In such cases, the relevant Purchase Contracts will be governed by the Business Conditions in effect at the time of the execution of such Purchase Contract.

4. The present Business Conditions shall become ineffective towards the Seller that did not refuse their changes at the moment of expiration of the period of 30 days reserved for refusal of the changes of the Business Conditions.
5. The Seller undertakes to adhere in the performance of its activities to the principles and rules as stated in the innogy Code of Conduct, as amended, which is available at <http://www.innogy.cz/o-innogy/kodex-chovani-innogy/> and, at the same time, the Seller undertakes to adhere when performing its activities to the principles and rules stated in the Global Compact project of the United Nations Organization, available at: [www.unglobalcompact.org](http://www.unglobalcompact.org). In particular, the Seller undertakes to adhere to the rules concerning human rights protection, labour-law relations, environmental protection and anti-corruption rules. The Seller undertakes to get acquainted with such principles and rules without any undue delay after the execution of the Purchase Contract, unless it has got acquainted with them as early as upon the acceptance of the Purchase Contract.