

1. 1. Scope, Parties and subject-matter of the Contract, Order of priority

- 1.1 These General Terms and Conditions (hereinafter referred to as the "**GTC**") govern the relationships between E.ON Distribuce, a.s. and any other company, which is in respect of E.ON Distribuce, a.s. a controlling entity or an entity controlled by the same controlling entity as E.ON Distribuce, a.s., within the meaning of Act No. 90/2012 Coll., (the Business Corporations Act) (hereinafter referred to as the "**Client, Customer, or E.ON**") on one side and the contractor, provider or supplier or seller (hereinafter referred to as the "**Provider or Contractor**") on the other side, arising between these entities upon the conclusion of the purchase contract, contract for work, contract for the provision of services or similar contracts or in connection therewith (hereinafter referred to as the "**Contract**"). These General Terms and Conditions ("GTC") apply to all purchases/orders between the E.ON Czech which is the Client ordering these purchases/assigning these orders and the Contractor.
- 1.2. "**E.ON**" within the meaning of these GTC refers to E.ON Distribuce, a.s., with its registered office at F. A. Gerstnera 2151/6, 370 01 České Budějovice, and all companies that are - directly or indirectly - associated with E.ON SE (this group of companies hereinafter referred to as the "**E.ON Group**"), regardless of their ownership structure. If a company newly joins the E.ON Group, it is deemed to be an E.ON Group company within the meaning of these GTC directly on joining the E.ON Group. If an E.ON Group company leaves the E.ON Group, this company is deemed to continue to be an E.ON Group company within the meaning of these GTC for a transitional period of 24 months from the effective date of its departure from the E.ON Group.
- 1.3. The "**Contract**" consists of the stipulations in the Contract or corresponding purchase order, the further terms and conditions of contract set out in the Contract or purchase order, these GTC as well as the respective Supplementary General Terms and Conditions. The individual components of the Contract are applicable in the following descending order:
 - 1.3.1. the stipulations in the Contract or corresponding purchase order including possibly agreed annexes regarding data protection and requirements of information security & technical and organizational measures for data protection,
 - 1.3.2. the further terms and conditions of contract set out in the Contract or purchase order,
 - 1.3.3. these General Terms and Conditions.
- 1.4. These GTC apply exclusively in the submitted Czech version. In the event of any discrepancy between this version and a foreign translation, the Czech version shall prevail. If any arrangement of these GTC is inconsistent with the arrangement of any business terms and conditions of the Provider, the arrangements of these GTC shall prevail. The Provider's business terms and conditions may only apply if the Client gives its written and express consent to them or their parts.
- 1.5. The Client publishes these GTC, as well as other business terms and conditions of the Customer, to which the Contract refers within the meaning of Sect. 1751 of Act. No. 89/2012 Coll. (hereinafter collectively referred to as the "business terms and conditions"), on the following website: <http://www.eon.cz/o-nas/o-skupine-eon/pro-partnery/vseobecne-nakupni-podminky>

The Parties have agreed that the Client is entitled to unilaterally modify and/or supplement these business terms and conditions. However, the Client must inform the Provider of any such changes to its business terms and conditions, either by a written notice delivered to the Provider's address or by an e-mail delivered to the Provider's email address, both set out in the Contract header. The updated version of the business terms and conditions will be also constantly available on the aforementioned website. The Provider is entitled to express its disapproval of such unilateral change of the Client's business terms and conditions within 14 days after the date of delivery of the notice of change in the same manner as the notice of change has been delivered to the Client, otherwise the Client is deemed to agree to this change. In the event that the Provider expresses its disapproval of the change of the Client's business terms and conditions, the Client is entitled to rescind the Contract within a reasonable deadline.
- 1.6. These GTC apply only to entrepreneurs within the meaning of Sect. 420 of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "**Civil Code**") or legal entities under public law.

2. Orders and Contract amendments

- 2.1. Orders and Contracts must be executed in writing. The foregoing also applies to Contract amendments and supplements to orders made subsequently.
- 2.2. The Contractor shall notify E.ON without undue delay and in writing of any changes to and/or extensions of the scope of the subject-matter of performance which the Contractor considers necessary based on information available to it in the course of performing the Contract. Such changes or extensions require E.ON's prior consent in writing.

- 2.3. Order changes constitute each individually a separate order with otherwise agreed subject-matter of performance and otherwise agreed rights and obligations of the Contracting Parties. E.ON's rights to terminate and/or rescind the Contract due to the Contractor's breach of obligations establish E.ON's right to terminate the performance relationship in whole or in part.

3. Nature of the subject-matter of performance, Personnel

- 3.1. The Contractor shall render the subject-matter of performance pursuant to the state of the art which is current at the time the Contract is concluded and shall use such personnel to do so as is qualified to render the subject-matter of performance. The Contractor is obliged to notify E.ON of any relevant changes in the state of the art, if they have an impact on the performance of the Contract.
- 3.2. The Contractor shall ensure that the subject-matter of performance is suitable for the purposes arising from the Contract and usable in accordance with the applicable law.
- 3.3. The Contractor is obliged to test the products in accordance with the Czech technical standards and, upon request, make the test results available to E.ON free of charge. E.ON is also entitled to test the products. Tests, as defined in this paragraph, shall not be deemed to be an acceptance test.
- 3.4. The Contractor shall, without undue delay, notify E.ON of any misgivings regarding the envisaged manner of execution or performance on the part of other contractors, in so far as this concerns the Contractor's scope of performance of the order.
- 3.5. The Provider and its subcontractors shall appoint exclusively employees who are qualified, have been appropriately instructed and will fully comply with their occupational safety and health obligations, in particular the obligations imposed on them by provisions of Sections 101 to 106 of Act No. 262/2006 Coll. Upon the Client's request, the Provider shall provide appropriate proof of qualifications of its personnel and conducted preventive medical examinations of its employees and employees of its subcontractors. The Client reserves the right to perform a check verifying compliance with occupational safety and health regulations by the Provider and its deployed subcontractors during the performance of works.
- 3.6. For good cause, the Customer has the right to request the replacement of the Provider's personnel. In particular, this shall apply if there are justified doubts as to necessary experience or qualifications of the employees deployed or if occupational safety and health stipulations / environmental protection stipulations are not observed. The Provider undertakes to arrange for a qualified replacement in such cases. The agreed deadlines for rendering of the performance shall remain thereby unaffected.
- 3.7. The Contractor undertakes to replace the deployed personnel only with regard to the interests of E.ON. The Contractor shall bear any additional expenses (e.g. for training, knowledge transfer and the elimination of productivity gaps). In this respect, the Contractor shall bear the burden of producing evidence and the burden of proof.
- 3.8. Any re-classifications of the originally deployed employees into a higher qualification level made by the Contractor during the term of the Contract are without prejudice to the remuneration obligations.
- 3.9. The Contractor undertakes to indemnify E.ON against any and all damage and costs (including costs relating to the assertion of claims in court) resulting from any breaches of legal rules which are exclusively attributable to the Contractor or any of its employees or subcontractors.

4. Beneficiary

The term "**Beneficiary**" means an unlimited number of persons qualified by E.ON. These persons may be in particular clients/customers and employees of E.ON and third parties or their employees assigned or deployed by E.ON to perform the subject-matter of performance.

5. Cooperation of the Contracting Parties, integrity and compliance, occupational safety

- 5.1. The Contractor warrants that it has extensive expertise and experience regarding the subject-matter of performance and its usage for the purposes of the Contract, which E.ON can rely on. This does not establish any special relationship between the Contracting Parties under company law.
- 5.2. Upon conclusion of the Contract, the Contractor shall appoint for E.ON a competent official contact within its organization who will be able to provide the necessary information and take decisions on behalf of the Contractor. E.ON shall communicate its instructions with respect to the subject-matter of performance exclusively to this contact.
- 5.3. Professional integrity and compliance are extremely important for E.ON. E.ON also attaches great importance to corporate social responsibility in its business activities. Based on these principles, the Contractor undertakes to take all necessary measures to prevent corruption and other criminal offences and to comply with the standards set out in E.ON's Supplier Code of Conduct at the time of the completion of the respective order – available in the current version https://www.eon-einkauf.com/content/dam/eon/eon-einkauf/documents/en/Terms_and_Conditions/Lieferantenkodex_EN_incl_Unterschrift.pdf of the Supplier Code of Conduct

(on the website <http://www.eon.cz/o-nas/o-skupine-eon/propartnery/vseobecne-nakupni-podminky>).

The Contractor shall commit its employees and their subcontractors, which it deploys in connection with the fulfilment of its contractual obligations to E.ON, to comply with the Supplier Code of Conduct. At the request of E.ON, the Provider will submit to E.ON the proof of the commitment of its employees and subcontractors to this effect.

- 5.4. In addition to E.ON's operational rules and provisions, the Contractor shall comply, in particular, with the applicable legal and other regulations as part of the minimum occupational safety, health and environmental requirements imposed on partner companies, provided that these requirements and conditions are handed over to the Contractors together with these GTC.
- 5.5. The Provider is obliged to hold throughout the entire period of implementation of the Contract any licences/permits/authorizations that are required for implementation of the respective contract and/or required for implementation of the respective contract by Czech public law, especially the relevant business licence. At the Customer's request, the Provider shall submit to the Customer the proof that it holds the required licences/permits/authorizations and it will also commit its subcontractors under the subcontract to do so, if it deploys them for implementation of a part of the Contract.
- 5.6. When delivering dangerous substances and mixtures under legal regulations on dangerous mixtures and dangerous preparations, the Provider must hand over to the Client information on such product, in particular the current safety data sheets in Czech, timely and before delivery to a destination. In the event of regular or repeated deliveries, the safety data sheet shall only be handed over upon the first delivery and when it is updated. The same applies to information on materials subject to statutory restrictions on their placing on the market. The European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) must be observed when transporting materials. When handling dangerous substances, dangerous mixtures or petroleum substances, the Provider shall be equipped to be able to capture and eliminate any accidental discharge of such substances or mixtures from the equipment used (i.e. equipped with the appropriate emergency kit).
- 5.7. In general, the Provider is required to avoid the use of substances classified as carcinogenic, mutagenic and toxic for reproduction. If it is necessary to deviate from this rule, the Customer must be notified of it in writing before the delivery/use of such substances. The resulting protective measures must be agreed jointly by the Contracting Parties.
- 5.8. The Provider must inform the Customer about all relevant circumstances pertaining to environmental protection, in particular about the occurrence and solution of events with potential impact on the environment (emergency situation, environmental accident).
- 5.9. The Provider shall record all occupational accidents and business travel accidents of its employees or employees of its subcontractors. Such records serve to improve occupational safety. If an employee of the Provider or its subcontractor is a victim of an occupational accident in connection with rendering of the Provider's performance to the Customer, the Provider shall immediately report this fact, along with further details of a particular accident, in writing to the Customer's local representative in charge of occupational safety. The accident report does not release the Provider from the existing statutory reporting obligations, especially with respect to the relevant Labour Inspectorate, the relevant accident insurance company and, if required under the applicable regulations, also to the Police of the Czech Republic.
- 5.10. The Service Providers shall, in organizational terms, remain employees of the Contractor or its subcontractors, regardless of whether they are deployed at E.ON for a longer period of time. Only the Contractor is entitled to give instructions to and manage its Service Providers and is required to manage them independently. E.ON is not obliged to enter into an employment relationship with Service Providers, even if they render services at E.ON's premises.
- 5.11. The Contractor undertakes to comply with the provisions of Regulation (EC) No. 881/2002 and Regulation (EC) No. 2580/2001 and other national and international embargo and trade control regulations. For the purpose of combating terrorism, in particular, the prohibition of direct or indirect providing of funds or economic resources to certain natural or legal persons, groups or organizations applies. The Contractor undertakes to examine its business partners and employees with a view to ascertain whether their name and identity appear on the lists of natural persons or legal entities, groups or organizations published in annexes to the above Regulations. If their name and identity are included on such lists, no business in any form whatsoever shall be conducted with these persons, groups or organizations.
- 5.12. The Provider is obliged to comply with the technological procedures, applicable technical or legal standards, requirements of the state authorities and the operational rules and regulations of the Customer with regard to potential impact on the significant use of energy.

6. Performance period

- 6.1. The Contractor is obliged to comply with all the deadlines specified in the Contract. The Contractor shall, without undue delay, notify E.ON in writing, if any circumstances arise or if it becomes aware of any circumstances that indicate that the agreed deadlines cannot be met and agree with E.ON on a new deadline. For the purposes of assertion of claims of the Contracting Parties, the originally agreed delivery deadlines shall apply, regardless of the negotiated new delivery deadlines.

- 6.2. The Contractor may rely on non-compliance with the required contractually agreed duties of cooperation on the part of E.ON solely in cases where despite written request to this effect by the Contractor, the cooperation failed to be rendered to the Contractor within the deadline confirmed in writing.

7. Place of performance/Transport

- 7.1. All services and goods shall be provided with free delivery to the point of use under the DDP (Delivered Duty Paid) Incoterms 2010 rule. Each performance shall include the delivery note or other verifiable document. The transport to a destination shall be at the expense and risk of the Contractor.
- 7.2. In the event that the transport takes place under a special contract concluded in written or text form at the expense of E.ON, the option of transport which is the most advantageous for E.ON shall be chosen, unless the Contracting Parties expressly agree on specific transport conditions. Consignments must be packed in such a way as to prevent damage to their contents during transport.
- 7.3. The order particulars (order number, order date, point of delivery, and - where appropriate - name of the consignee and material number), along with the point of delivery address, shall be stated in the transport documentation.
- 7.4. The Contractor shall bear the costs arising as result of misdirected deliveries, in so far as the Contractor assumes responsibility for transport or in so far as misdirecting is attributable to the Contractor.
- 7.5. The Contractor is entitled to provide partial deliveries or partial performance only with the prior consent of E.ON in written or text form.
- 7.6. The signing of the delivery note by the Customer shall not be construed as waiver of any Customer's right due to defects of the subject-matter of performance. The Customer reserves the right to ascertain and report any defects of the subject-matter of performance even later than upon signature of the delivery note. The signature of the delivery note cannot be also construed as confirmation that the subject-matter of performance has been delivered in accordance with the Contract or as a conclusion of the contract or a proposal for a conclusion of the contract in an implicit manner, if rendering of the subject-matter of performance has not been agreed in advance under a written contract or ordered in accordance with these GTC.
- 7.7. The Provider and its subcontractors are primarily obliged to prevent waste generation from materials supplied/procured by them. However, if waste is generated during execution of deliveries/works, and unless another procedure is agreed in writing, the Provider, in the course of whose operations waste is generated, becomes the waste generator and waste owner. The Provider shall ensure further waste management at its own expense and in accordance with the applicable Czech waste management legislation. Obligations laid down by legislation for waste generators, risks associated with waste and legal liability for waste pass to the Provider at the time of waste generation.

8. Acceptance/Passage of ownership/Passage of risk of damage

- 8.1. The Customer shall accept the performance always in a formalized way. The acceptance must be recorded in writing. Partial acceptance is possible only when expressly required by the Customer in writing.
- 8.2. If, in the course of performance of the Contract, the Provider hands over to the Customer any item, the risk of damage to this item passes to the Customer at the time when the Customer takes over this item from the Provider. However, the risk of damage to any item does not pass to the Customer before the item is handed over to the Customer and a handover report is drawn up to this effect, regardless of when the item had to be taken over by the Customer.
- 8.3. If the Provider performing a contract for work or a similar contract produces an item on the Customer's premises, on the Customer's land or on a land which the Customer has procured, the owner of such item is the Customer, but the risk of damage to the item, until its acceptance, shall be borne by the Provider.
- 8.4. If the subject-matter of performance of the Contract is maintenance, repair or adjustment of an item, the risk of damage to the item throughout the term of the Contract shall be borne by the Provider.
- 8.5. The ownership of items constituting a part of the subject-matter of performance of the Contract shall pass from the Provider to the Customer at the time when the items concerned are delivered to E.ON's construction site or another place of performance under the Contract, unless the Customer has already obtained ownership of those items, whereas for services, works or other performances at the time of their execution.

9. Defect-related complaints

Upon handover of the subject-matter of performance, the Customer is required to examine the subject-matter of performance or arrange for its examination at the earliest possible time after its handover. However, the Customer shall be deemed to have fulfilled this obligation in a timely manner, if it arranges for its examination and reports any defects ascertained in the course of

such examination within four weeks after the date on which it took over the subject-matter of performance. The complaint period for hidden defects is four weeks from the date when the defect is ascertained by the Customer.

10. Documentation

10.1. In the event that documents are to be handed over to E.ON in accordance with this Contract, they have to be prepared in Czech, unless otherwise agreed, in the respective versions of MS Word, MS Excel and MS Project used by E.ON and delivered to E.ON in agreed formats and in electronic form (plain copy).

10.2. In respect of replacement spare parts, the Provider shall state all characteristics clearly described, e.g.:

- manufacturer,
- type,
- order number/product number/identification number,
- dimensions,
- material,
- designation of standards, such as DIN, IEC, ISO etc.

11. Defect-related claims, statute of limitation

11.1. Regardless of whether the Contract is by delivery of the defective goods, handover of the defective work or delivery of another defective performance breached in a material way or not, the Customer may:

- a) require remedying of defects by delivery of substitute goods, performance or work (hereinafter referred to as the "subject-matter of performance") instead of the defective subject-matter of performance, delivery of the missing part of the subject-matter of performance and require remedying of legal defects,
- b) require remedying of defects of the subject-matter of performance by repairing the goods, if this is possible given the nature of the case and if the defects are repairable,
- c) demand a reasonable discount on the price of the subject-matter of performance or
- d) rescind the Contract.

The Customer is entitled to choose between claims set out in the previous paragraph only if it notifies the Provider of its choice by a timely sent notice of defect or without undue delay thereafter. However, the Customer's choice of claim shall be deemed timely, if the Customer notifies the Provider of this choice within six weeks from the moment it became aware of the defect of the subject-matter of performance.

11.2. If several parts of a delivery, that are similar in terms of their state-of-the-art, are defective, this is considered to be an inadmissible partial performance. In the event of such inadmissible partial performance, the Contractor shall be generally obliged to take back all parts of this delivery, including those for which no specific defect has been identified yet and replace it with non-defective goods.

11.3. The cost of the supplementary performance associated with the said replacement or substitute under the preceding paragraphs shall be borne by the Provider. The Provider shall also bear any construction costs, for example for dismantling, transport, assembly, documentation work, incurred in the event of supplementary performance.

11.4. The Contractor shall also bear any expenses associated with the examination of the subject-matter of performance and supplementary performance, if it turns out that the performance is actually free of any defect. E.ON shall bear the expenses pursuant to the previous sentence in the event that it has expressly confirmed to the Contractor that the performance is free of any defects or out of gross negligence has not confirmed to the Contractor that the performance is free of any defects.

11.5. If parts of the subject-matter of performance of the Contract are changed in the context of defect-related claims or if they are replaced by different parts, the Provider is obliged to change or replace the corresponding replacement parts and spare parts at its own expense.

11.6. In the event of rescission of the Contract, the Contractor shall bear the cost of any dismantling/removal of the subject-matter of performance, if such action is necessary, as well as costs of its further transport and shall be responsible for its disposal.

11.7. The limitation period for defect-related claims shall be extended by the period between delivery of the defect-related complaint and remedying of the defects.

11.8. The limitation period is three years from the date of complete delivery of the subject-matter of performance.

12. Rights of Use

E.ON may use, without limitation, the subject-matter of delivery and services and/or produced work (the subject-matter of the Contract) including the underlying patent rights and other proprietary rights attaching to the subject-matter of the Contract. This right of use of the Customer or its agent entitles them also to alter or maintain the subject-matter of performance of the Contract and also covers use of illustrations, drawings, calculations, methods of analysis, recipes and other documents made or developed by the Provider in the course of preparation and/or implementation of the Contract. E.ON may make all the above documents available to third parties for the purpose of maintaining and/or reproducing replacement parts or spare parts. The Provider represents and warrants to the Customer that the rights of third parties, particularly of its subcontractors, do not prevent the use of the subject-matter of performance of the Contract to the extent specified and that it shall be liable to the Customer for any damage caused to it by any claims of those parties including any costs incurred by the Customer in connection with these claims.

13. Infringement of Intellectual Property Rights (IPR)

- 13.1. The Provider is responsible for ensuring that the delivery and use of the subject-matter of the Contract does not infringe industrial property rights, copyrights or other third-party intellectual property rights. The Provider is liable to the Customer for any damage caused to it by any claims by such parties, including any costs incurred by the Customer in connection with these claims. Although the Provider owns industrial property rights to the subject-matter of performance of the Contract, the Customer or its agents may perform repairs in this connection.
- 13.2. If the rights of third parties are infringed by the agreed deliveries and/or services or by their use, the Contractor shall either procure for E.ON at its own expense the right to an unimpeded use of these deliveries and/or services or immediately at its own expense adjust the deliveries and/or services in question so that these deliveries and/or services no longer infringe ownership rights, but nonetheless satisfy the requirements defined in this Contract. Other claims and rights of E.ON shall thereby remain unaffected.

14. E.ON's duties of cooperation

E.ON's duties of cooperation shall be agreed expressly and in written form. The same shall apply if, after conclusion of the Contract, the Contractor decides that further duties of cooperation are necessary. Regardless of how those obligations are labelled, such cooperation is incumbent upon E.ON.

15. Remuneration and terms of payment

- 15.1. The prices stated in the Contract or in the accepted order of the Customer are fixed prices. They include all discounts and surcharges. The value added tax will be added to the above prices at the statutory rate applicable at the date of the chargeable event.
- 15.2. After the delivery/performance has been made, the invoices shall be sent - separately according to individual orders - in paper form to the Customer's invoice address or electronically in the PDF format (the size of this file must not exceed 10 MB) by e-mail, in accordance with the relevant provisions of Act No. 235/2004 Coll. on Value Added Tax.

In the event that **E.ON Energie, a.s.** is the Customer: E.ON Energie Faktury, P. O. Box 01, Sazečská 9, 225 01 Praha; fakturyeon.energie@eon.cz;

In the event that **E.ON Česká republika, s.r.o.** is the Customer: E.ON Česká republika Faktury, P. O. Box 03, Sazečská 9, 225 03 Praha; faktury-eon.ceska.republika@eon.cz;

in the event that **Jihočeská plynárenská, a.s.** is the Customer: Jihočeská plynárenská Faktury, P. O. Box 11, Sazečská 9, 225 11 Praha;

in the event that **E.ON Distribuce, a.s.** is the Customer: E.ON Distribuce Faktury, P. O. Box 13, Sazečská 9, 225 13 Praha; faktury-eon.ceska.republika@eon.cz;

in the event that **E.ON Telco, s.r.o.** is the Customer: E.ON Telco Faktury, P. O. Box 73, Sazečská 9, 225 73 Praha, faktury-telco@eon.cz unless the Customer determines otherwise.

- 15.3. The Contractor shall always indicate on the invoice the order number and based on the nature of the Contract and its requirements all the required invoicing documents (e.g. delivery notes, handover records, bills of materials, specification of actual scope of work performed or records of work performed) shall be enclosed. If the Contractor has not been assigned any order number, an order reference must always be indicated or some other order document enclosed. Each invoice must be issued in accordance with Act No. 235/2004 Coll., on Value Added Tax, as amended, and Sect. 11 of Act No. 563/1991 Coll.,

on Accounting, as amended. The invoice due date is defined by the number of calendar days from the date of its delivery, where the number of days is set differently according to the total price of performance agreed under the Contract as follows:

- if the total price of performance agreed under the Contract (excluding VAT) is less than or equal to CZK 275,000, the invoice is due 30 days from the date of its delivery.
- if the total price of performance agreed under the Contract (excluding VAT) is more than CZK 275,000, the invoice is due 60 days from the date of its delivery.

Payments are made based on a weekly payment schedule. The weekly payment schedule is executed every Wednesday, provided that the invoice due date is older or the same as the day of making the payment. If the day when the weekly payment schedule is executed is a national holiday, the payment is made on the next business day.

The date of the chargeable event indicated on the invoice must be determined in accordance with the Value Added Tax Act.

- 15.4. Invoices for a partial delivery / performance shall bear the note "Invoice for a partial delivery / performance". In the final invoice, which will be issued for the residual part of the delivery / performance, the partial invoices, that have been already issued, will be settled. Final invoices shall bear the note "Invoice for a residual delivery" or "Invoice for a residual performance".
- 15.5. Each invoice must include, as a separate item, the statutory tax base, the standard VAT rate or reduced VAT rate or the statement that it is an exempt transaction or reverse charge, with reference to the relevant provisions of the Value Added Tax Act and the total amount of value added tax. No original invoices may be enclosed directly with the consignment of goods.
- 15.6. The Contractor shall be responsible for all consequences arising from non-compliance with the obligations set out in Clauses 15.1. to 15.5.
- 15.7. Where the Contractor is a VAT payer **and the taxable transaction effected by it is not subject to the reverse charge procedure**, the Contractor, as the provider of this transaction, undertakes to comply with the obligations arising from Act No 235/2004 Coll. on Value Added Tax, as amended (hereinafter referred to as the "VAT Act") properly and timely. In particular, the Contractor undertakes not to deliberately expose the Customer to the risk of performance (payment) as a liability for unpaid tax under Sect. 109 of the VAT Act. If the circumstances indicate that the Customer might incur a guarantor's liability in respect of taxable transactions effected by the Contractor under this Contract within the meaning of Sect. 109 of the VAT Act, the Customer reserves the right to pay tax on these taxable transactions to the Contractor's tax administrator having the local jurisdiction based on a procedure defined in Sect. 109a of the same Act. The payment to the Contractor will be reduced by the amount of this tax. If the aforementioned procedure is applied, the liability in the amount of VAT paid in lieu of the Contractor will lapse. The Customer undertakes to notify the Contractor immediately in writing of the fact that this tax payment procedure has been applied.
- 15.8. If E.ON refuses to accept invoices/credit notes received due to any non-compliance with professional, statutory or tax law requirements, it will return them electronically to the Provider for completion and redrafting in order to be issued in accordance with the applicable legal regulations.
- 15.9. Payments by E.ON are not considered as acknowledgement, approval of a performance or waiver of notice of defect.

16. Subcontractors

- 16.1. Without E.ON's prior consent in writing, the Contractor is not allowed, either in whole or in part, transfer its obligations arising from the Contract to other parties or outsource to other parties its obligations under the Contract. This also applies to the services the Contractor's business is not geared to. Outsourcing of partial performances by a subcontractor to another party shall likewise be subject to E.ON's prior consent in writing.
- 16.2. In the subcontract, the Contractor shall place subcontractors under an obligation to deliver to the Contractor, if requested by E.ON to do so, via the Provider for submission to E.ON the required certificates and statements to the extent required by E.ON, in particular a certificate proving that subcontractors do not have any arrears of taxes or health and social security contributions and also the work permits of employees of subcontractors, if such permit is required for them. The Provider is obliged to assign to the subcontractor all duties relating to the tasks and obligations assumed by it in relation to the Customer and ensure compliance therewith.
- 16.3. In the event that E.ON approves the use of subcontractors, the Provider is obliged to assign to subcontractors all its duties relating to the performances that are to be provided by subcontractors to the Provider for the purposes of performance of the Contract and ensure compliance therewith as if such performances were rendered by the Provider itself. In the event that the Provider uses a subcontractor for implementation of the Contract, the subject-matter of which is the execution of construction works within the meaning of Act. No. 183/2006 Coll., the execution of assembly works or other similar subject-matter of performance, the Provider is obliged, within the meaning of Act. No. 309/2006 Coll., to arrange for supervision of an occupational safety coordinator at a construction site or other similar place of performance.

- 16.4. The Provider may not prevent its subcontractors from concluding contracts with the Customer for rendering of other performances or obstruct their efforts to conclude such contracts. In particular, exclusivity agreements with third parties are prohibited which would prevent E.ON or its subcontractor from acquiring or accepting such performances for E.ON that the Customer itself needs or that the subcontractor needs to execute such orders.
- 16.5. E.ON is entitled at any time to refuse any subcontractor for serious reasons. This shall apply in particular when there is reasonable doubt regarding the necessary experience and qualifications of such subcontractor or when the occupational safety regulations, environmental protection regulations or information security regulations are not observed. The Contractor undertakes to provide without delay a qualified replacement in those cases. Any delays arising from such refusal of a subcontractor shall be borne by the Contractor.
- 16.6. If the Contractor deploys a subcontractor without obtaining prior consent of E.ON pursuant to Clause 16.1 or if the Contractor is in breach of the obligations pursuant to Clause 16.2, E.ON is entitled to rescind the Contract and/or claim compensation due to non-performance of the Contract.

17. Insurance

The Provider, throughout the entire term of the Contract, including the warranty periods and limitation periods in the event of defect-related claims or other claims of the Customer, must have in place insurance covering liability for damage caused by its operating activities and/or defective product to the Customer and/or third parties under standard conditions prevailing in the sector, with a minimum insurance coverage of CZK 30 million or, if in excess of CZK 30 million, in the amount of the price of the subject-matter of performance of the Contract per insured event, unless stipulated in the Contract or in the order otherwise. In the event that the subject-matter of the Contract is the execution of construction works within the meaning of Act. No. 183/2006 Coll., the execution of assembly works or other similar subject-matter of performance, the Provider is obliged to have in place also construction and assembly insurance with an insurance coverage at least equal to the price of the subject-matter of the performance of the Contract. The Provider is obliged to maintain all insurance policies throughout the entire term of the Contract and prove that it has the insurance in place at the Customer's request.

18. Assignment of rights and obligations, Right of retention

- 18.1. E.ON is entitled, with the Contractor's consent, to transfer, its contractual rights and obligations to third parties, in whole or in part. The Contractor shall grant consent to such transfer, unless the transfer causes a deterioration of the Contractor's economic situation or the rights or obligations are to be transferred to a direct competitor of the Contractor. The Contractor's consent is not required if the third party is an E.ON Group company.
- 18.2. The Provider is entitled to assign or otherwise transfer any of its rights or obligations under the Contract only upon prior written consent of the Customer. Without such consent, the assignment of a right or obligation is null and void.

19. Term and termination of the Contract

- 19.1. The term of the Contract and any provisions pertaining to its regular termination shall be governed by the relevant Contract or order.
- 19.2. Until the completion of the work, the Customer may rescind the Contract without giving any reason whatsoever and even if the Provider has not breached its contractual obligations, however it is obliged to pay the Provider the amount which corresponds to the part of the subject-matter of performance of the Contract already executed, provided that the Provider cannot use this part in any other way and is obliged to compensate the Provider for any demonstrably efficiently incurred costs resulting from the Customer's rescission of the Contract.
- 19.3. Both the Provider and the Customer are entitled to rescind the Contract in cases stipulated in the Contract, these GTC or Act No. 89/2012 Coll., the Civil Code. Especially the following situations are considered to be material breach of the contractual obligation by the Provider:
- The Provider is more than 30 calendar days in delay with meeting any deadline for implementation of the subject-matter of performance of the Contract.
 - The Provider, in connection with implementation of the subject-matter of performance of the Contract, breaches the prescribed technological procedure or public law.
 - The Provider, in connection with implementation of the subject-matter of performance of the Contract, breaches its duty in the field of occupational safety and health.
 - Performance under the Contract cannot be accepted for reasons on the part of the Provider.
 - The Provider fails to comply with its obligations under Clause 23 within a reasonable deadline or intentionally or through gross negligence violates data protection provisions.

Especially the Customer's delay in payment of the price of performance rendered under the Contract or any part thereof for more than 30 calendar days is considered to be material breach of the contractual obligation by the Customer.

- 19.4. If the Customer rescinds the Contract due to its breach by the Provider, the Provider is entitled, when lodging the notice of rescission, choose whether, as regards effects of rescission of the Contract and manner of settlement of performance under the Contract that has been already rendered by and between the Parties until the rescission, the effects of rescission and the method of settlement of the Contract will apply:
- a. as laid down in Act No. 89/2012 Coll., the Civil Code, in particular in its provisions of Sect. 2001 et seq., or whether
 - b. the Provider shall, upon receipt of the notice of rescission, either immediately or at the date specified in the notice of rescission, comply with the obligations referred to in Clause 19.5. of these GTC.
- 19.5. In the event that the Customer as part of its rescission of the Contract chooses the option referred to in Clause 19.4 of these GTC under letter b), the Provider is obliged to:
- a. stop all other works and performances, except those works and performances that the Customer may have specified in the notice of rescission in order to protect that part of the subject-matter of performance of the Contract that has been already executed,
 - b. hand over to the Customer all parts of the subject-matter of performance of the Contract executed by the Provider until the date of rescission of the Contract,
 - c. terminate all contracts with subcontractors, except those that are to be assigned to the Customer pursuant to letter (d) below,
 - d. assign to the Customer all the rights, benefits and profits of the Provider associated with the subject-matter of performance of the Contract and with items constituting the subject-matter of performance of the Contract as at the date of rescission of the Contract and furthermore, if so requested by the Customer in the notice of rescission, assign to the Customer all rights under the contracts determined by the Customer that were concluded between the Provider and its subcontractors in connection with performance of the Contract,
 - e. deliver to the Customer all documentation, drawings, specifications and other documentation prepared by the Provider and its subcontractors in connection with the subject-matter of performance of the Contract as at the date of rescission.
- 19.6. In the event that the Customer, as part of rescission of the Contract, chooses the option referred to in Clause 19.4 of these GTC under letter b), the Provider is entitled to receive the payment of the contractual price for the subject-matter of performance of the Contract corresponding to the part of the subject-matter of performance of the Contract that has been already executed. However, if the Customer subsequently, at its expense, commissions to any other contractor the completion of the subject-matter of performance of the Contract, the claim of the Provider will be reduced by an amount by which the costs efficiently incurred by the Customer may exceed the price of the subject-matter of performance agreed upon in the Contract.
- 19.7. In the event that the Customer, as part of rescission of the Contract, chooses the option referred to in Clause 19.4 of these GTC under letter b), the rescission of the Contract does not affect its right for compensation for damage sustained due to the breach of the Contract by the Provider or the provisions of the Contract concerning the choice of law or resolution of disputes between the Contracting Parties or other provisions which, based on the expressed will of the Contracting Parties or due to their nature, shall remain in effect even after termination of the Contract.
- 19.8. If a Contracting Party rescinds the Contract anyhow and for any reason whatsoever, the Provider is obliged to immediately clear the construction site and hand it over to the Customer and provide it with all the materials necessary for continuation of work or other operations.
- 19.9. The Customer is entitled to rescind the Contract with effect from the moment of delivery of the notice of rescission also if the insolvency proceedings are initiated against the Provider as a debtor or if the insolvency proceedings against the Provider as a debtor are rejected for insufficient assets.
- 19.10. The provisions of Clause 26 remain thereby unaffected.

20. Duties after termination

- 20.1. In the event of this Contract being terminated, the Contractor shall - unless required otherwise by E.ON (while this requirement must be made in writing), without undue delay and without being specifically requested to do so, provide E.ON with any and all information, such as files, documents, electronically stored data and documentation, including any copies that the Contractor has received or made under the Contract for E.ON or for recipients specified by E.ON, or instead, delete such information at E.ON's explicit request. The electronically stored data also include, in particular, application data, databases and database works, as well as data generated as part of data backup and logging. According to E.ON's request, such data need to be handed over, either in a standard format on electronic storage media or electronically.

- 20.2. Subject to the applicable data protection regulations, the Contractor may retain the information necessary for assertion of or defence against any claims until the expiry of the limitation period of those claims. The same applies to information that the Contractor is required to retain under the relevant statutory obligation for the duration of that obligation.
- 20.3. After release of any and all information referred to in Clause 20.1, or if E.ON has waived the release of such information, and, if applicable, after the expiry of the deadlines referred to in Clause 20.2, if the Contractor possesses copies thereof, delete such information immediately and in accordance with the applicable data protection regulations and notify E.ON in writing of the deletion.
- 20.4. The Contractor shall also take any measures that may be taken and that will enable continuous rendering of the subject-matter of performance even after termination of the Contract by E.ON or any third party. This includes, in particular, the obligation to impart its experience, expertise and knowledge relating to the subject-matter of performance so far rendered to E.ON or any third party and otherwise assist in transfer of the subject-matter of performance. In return, E.ON is obliged to pay the Contractor a reasonable remuneration depending on the effort required and in accordance with the most recent rules agreed between the Contracting Parties. If no remuneration has been agreed for the relevant required services, the remuneration will be applied in a reasonable amount.

21. Confidentiality

- 21.1. The Contractor shall treat all information provided to it by E.ON in connection with the Contract as completely confidential (hereinafter referred to as the "Confidential Information") and shall use it solely for the purpose of performing the Contract.
- 21.2. The Provider undertakes to maintain confidentiality of any and all information and facts learned in connection with the implementation of the Contract, which are not generally known and accessible and to use it exclusively for the fulfilment of the Contract. It is irrelevant whether this information has been explicitly labelled as "sensitive", "confidential" or by another similar term. The Provider also undertakes not to disclose this information to any third party. This duty of confidentiality applies irrespective of the term of the Contract, that is to say, even after its termination. The Provider undertakes to maintain confidentiality, in particular in respect of data relating to the Customer's clients or clients of the company which is in respect to the Customer the controlling entity or the entity controlled by the same controlling entity as the Customer within the meaning of Act No. 90/2012 Coll., the Act on Business Corporations, if it learns such information in connection with the implementation of the Contract. This includes in particular the following data relating to the production, delivery and distribution of energy commodities:
- any data identifying the client/customer as a natural person or legal entity, such as first name and surname or business name, date of birth, birth number or Company Identification Number, address of residence or registered office
 - customer supply point data, customer consumption history data, data on customer consumption (load) curve from the customer supply point
 - names of supplying distributors
 - information about the customer's payment history or other capabilities.

This includes also the following data concerning the distribution system of E.ON Distribuce, a.s., Company ID 28085400, with its registered office at F.A. Gerstnera 2151/6, 370 01 České Budějovice, maintained with the Regional Court in České Budějovice, File No. B 1772 (hereinafter referred to as "EON Distribuce, a.s.")

- critical infrastructure data of E.ON Distribuce, a.s., as the controller, within the meaning of Act. No. 240/2000 Coll., (The Crisis Management Act),
 - critical infrastructure data of E.ON Distribuce, a.s., as the controller, within the meaning of Act. No. 181/2014 Coll., (The Cybersecurity Act),
 - data on the information and communication systems ensuring the operation of the distribution system of E.ON Distribuce, a.s.,
 - data on physical security of installations and elements of the distribution system of E.ON Distribuce, a.s.
- 21.3. Where the Confidential Information comprises personal data, the provisions of Clause 23 shall prevail.
- 21.4. The Provider undertakes to make available information it obtains in connection with the implementation of the Contract only to its employees and subcontractors who have been entrusted with rendering of supplies as part of performing the Contract and who have demonstrably committed themselves to maintaining confidentiality at least to the extent stipulated by these GTC for the Provider itself. At the Customer's request, the Provider is obliged to submit to the Customer the proof that this obligation has been really imposed.
- 21.5. All information provided by E.ON will remain the property of E.ON. The same applies to all copies, even if they are made by the Contractor. The Contractor shall have no right to retain information, copies or electronic storage media.
- 21.6. The Contractor shall inform E.ON without undue delay in the event of any indication that any of the terms of this Clause 21 have been breached.

21.7. The obligations arising from this Clause 21 are not affected by termination of the Contract.

21.8. E.ON is entitled to rescind the Contract in whole or in part if the Contractor fails to comply with its obligations pursuant to this Clause "Confidentiality" within a reasonable deadline. The Contractor shall be liable to E.ON for all losses sustained by E.ON as a result of breach of the Contractor's obligations.

22. Obligations of the Provider in connection with Act No. 458/2000 Coll.

If the Provider acts in the implementation of the Contract on behalf of a licence holder pursuant to Sect. 3 et seq. of Act No. 458/2000 Coll., the Energy Act, or otherwise participates in exercising the rights and obligations of these licence holders, the scope of which is stipulated by this Act, it is obliged to act in the manner that would guarantee that its conduct or omission would not give rise to any breach of the rules stipulated by this Act, in particular to avoid any breach, for which the electricity or gas distribution licence holder would be liable (e.g. breach of the provisions of Sect. 25a and Sect. 59a of this Act).

23. Data protection, Group-wide procurement

23.1. E.ON processes personal data of the Contractor's employees and other data (hereinafter collectively referred to as the "Data") provided by the Contractor in connection with this Contract between E.ON and the Contractor for the purpose of establishing, performing and terminating the contractual relationship. E.ON will transmit the Data to other E.ON Group companies if and in so far as it is necessary for group-wide procurement purposes. Data are not transferred to any third parties.

23.2. After termination of the contractual relationship, E.ON will store the data relevant to this contractual relationship for the duration of the statutory retention obligation and delete it after its expiration. This does not apply to personal data of the Contractor's employees stored by E.ON in accordance with Clause 23.3.

23.3. The personal data of the Contractor's employees provided by the Contractor shall be stored in a database and used by E.ON for the purpose of possible further orders between E.ON and the Contractor, until the Contractor or E.ON are no longer interested in further continuation of business relationship. The Contractor will inform E.ON, if it is no longer interested in further continuation of business relationship with E.ON.

23.4. The Contractor is obliged to inform its employees about the extent to which E.ON and the E.ON Group companies process data of the Contractor's employees in accordance with the information sheet containing guidance on data protection accessible at the time of the completion of the respective order at: <http://www.eon.cz/o-nas/o-skupine-eon/pro-partnery/vseobecne-nakupni-podminky>

If you yourself are our contractual partner and if you, for example as a self-employed person, fall under the protective purpose of the Personal Data Protection Act, this information regarding the handling of your personal data applies to you as well.

23.5. If and to the extent that, in performing its contractual obligations the Contractor processes for E.ON personal data disclosed or entrusted to it by E.ON

- for the purpose of processing on behalf of E.ON,
- for the purpose of independent processing or
- due to the joint responsibility of the Contractor and E.ON,

the provisions of the annex "Requirements of information security & Technical and organizational measures for data protection" to the relevant order and the provisions of related appendices shall apply.

23.6. Consulting Services are subject to the terms and conditions of the document "[Information Security and Data Protection Requirements for Consulting Services](#)".

24. Information security

In order to ensure the adequate protection of confidentiality, integrity, and effective availability of information and resources and related methods, the Contractor undertakes to comply with requirements, details, and obligations in respect of information security described in the annex "Requirements of information security & Technical and organizational measures for data protection" to the relevant order.

25. Disclosure of information, Advertising

Disclosure of the existence of relationships between the Provider and the Customer on the basis of a contract, a reference to the cooperation of the Customer and the Provider or its subcontractors, especially for advertising purposes, or the provision of

information about these facts to third parties, is permitted only with the prior express written consent of the Customer. This also applies to disclosure of information pertaining to this contractual relationship.

26. Brexit

The Contractor shall bear all costs arising from the fulfilment of its obligations under this Contract that may be incurred by it when the United Kingdom leaves the European Union. This concerns in particular the costs incurred to ensure compliance with the applicable legislation. If these costs, with account taken of the provisions of this Contract and E.ON's interest in ensuring compliance with the contractual obligations by the Contractor, give rise to the Contractor's unjustified economic disadvantage, and provided that the Contractor submits an appropriate proof of these costs to E.ON, the Contracting Parties will endeavour to reach an amicable cost sharing agreement through joint negotiations. Should the Contracting Parties not be able to reach an agreement, they have the right to terminate this Contract in accordance with the applicable contractual provisions by giving a 3 months' notice of termination. The provisions of Clause 19 remain thereby unaffected.

27. Jurisdiction, Language of the Contract, Applicable law, Holidays, Written form

- 27.1. E.ON and the Contractor, within the meaning of Sect. 89a of Act No. 99/1963 Coll., The Civil Procedure Code, as amended, have agreed that any dispute arising out of the Contract or in connection therewith will be referred to the District / Regional Court in České Budějovice having the local jurisdiction.
- 27.2. The applicable law is the Czech law, excluding the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980.
- 27.3. The language of the Contract is Czech. Accordingly, E.ON's General Terms and Conditions (GTC) apply exclusively in the language of the Contract. Other translations will not be considered for interpretation purposes.
- 27.4. Holidays mentioned in this Contract are exclusively references to national holidays of the Czech Republic.
- 27.5. To the extent that the written form is mandated by this GTC the written form shall also be deemed to have been complied with if the Contractor sends an electronically signed electronic document in which a digital record of the document history (certificate) of the provider ensures that the signatory is identifiable and a subsequent change of the data is recognizable
- 27.6. Any statements and notices of legal significance communicated by the Provider to the Customer need to be executed in written form. E-mails do not meet, save for exceptions set out in Clause 2 of these GTC, the requirement for a written form within the meaning of these GTC or within the meaning of contracts concluded on their basis. Any changes or additions to these GTC need to be executed in written form. This principle also applies to the requirement of a written form itself.

28. Other provisions

- 28.1. The Provider hereby represents that it assumes the risk of a change in circumstances after the conclusion of the Contract within the meaning of the provisions of Sect. 1765 and 1766 of Act No. 89/2012 Coll., the Civil Code.
- 28.2. The Customer and the Provider have agreed that the provisions of Sections 1799 and 1800 of Act No. 89/2012 Coll., the Civil Code, shall not apply.
- 28.3. The Provider is not entitled to offset any of its current or future receivables arising from this Contract or in connection therewith without the prior written consent of the Customer.
- 28.4. The time of performances arising from this Contract or in connection therewith is determined in favour of the Customer.
- 28.5. The Customer and the Provider hereby declare that this Contract represents their complete agreement on all relevant aspects and that there are no relevant aspects that would require to be reflected in the Contract other than those agreed upon in the Contract by the Customer and the Provider. There are no related written, oral, or implied arrangements between the Customer and the Provider on the subject-matter of the Contract other than those stipulated in the Contract.
- 28.6. The Customer and the Provider represent and warrant that they have communicated to each other all the factual and legal circumstances relating to the subject-matter of performance of the Contract, as well as all other factual and legal circumstances which they are aware of or must have been aware of and have assured themselves that it is possible to conclude a valid Contract, have provided each other information on all the terms and conditions under which they are ready to conclude the Contract and are firmly convinced that they intend to do so.
- 28.7. The Contract may be amended or supplemented only in the form of written amendments agreed by both Contracting Parties.
- 28.8. The Contracting Parties have agreed that, in cases where any aspect fails to be specifically governed by a particular provision in the Contract or the business terms and conditions that form part of the content of the Contract, the established practices of the Contracting Parties and generally recognized commercial practices or standard practices in a particular sector shall prevail over the provisions of Act No. 89/2012 Coll., the Civil Code.