

# General Business Terms and Conditions Regarding Contract for Work (hereinafter referred to as the “Business Conditions”)

## A. Subject Matter

### I. Introductory Provisions

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

- **RWE IT Czech, s.r.o.**, with its registered office at Prosecká 855/68, Prosek, Prague 9, Postcode 190 00, maintained by the Municipal Court in Prague, Part C, Insert no. 108314, Identification no. 27260291, Tax Identification no. CZ27260291;
- **RWE 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;
- **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;
- **RWE Gas Storage, s.r.o.**, with its registered office at Prague 9, Prosecká, 855/68, Postcode 190 00, maintained by the Municipal Court in Prague, Part C, Insert no. 124711, Identification no. 27892077, Tax Identification no. CZ27892077;
- **RWE 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;
- **RWE 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;
- **RWE Distribuční služby, 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 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;
- **RWE 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;
- **RWE Energo, s.r.o.**, with its registered office at Prosecká 855/68, Prosek, Prague 9, Postcode 190 00, maintained by the Municipal Court in Prague, Part C, Insert no. 50971, Identification no. 25115171 Tax Identification no. CZ25115171;
- **RWE East, 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. 173217, Identification no. 24774375, Tax Identification no. CZ24774375;
- **RWE Group Business Services CZ, 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. 195428, Identification no. 24310964, Tax Identification no. CZ24310964;

as the Customers (individually as the Customer) govern, pursuant to the provision of Section 1751 Subsection 1 of Act no. 89/1992 Coll., the Civil Code (hereinafter referred to as the „Civil Code“), the mutual rights and obligations of the Contractual Parties to the

Contract for Work resulting on the basis of the Contract for Work concluded by and between the Customer and the Contractor in the capacity of entrepreneurs, against the Offer as the proposal to conclude the Contract for Work made by the Customer, even individually, in particular in respect of:

- making a certain thing if such thing does not come under a Purchase Contract,
- maintenance, repair or change of a thing,
- construction, maintenance, repair or change of a building or a part thereof,
- activities with another result (a Work with an intangible result).

(hereinafter referred to as the “Work”).

### II. Scope

The Business Conditions attached to the Order make part of the content of the Contract for Work within the meaning of the provision of Section 1751 Subsection 1 of the Civil Code. The Contractor, by accepting the Order or the Framework Order, confirms that he has also got acquainted with the wording of the Business Conditions and agrees that the rights and obligations that the Business Conditions refer to shall be governed by the provisions thereof.

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 otherwise stated hereinafter.

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

The Customer may modify or amend the wording of the Business Conditions. The rights and obligations created at the time of force of the previous wording of the Business Conditions shall remain unaffected by this provision.

**These Business Condition do not apply to the construction of gas system structures within the meaning of Act no. 458/2000 Coll., the Energy Act, as amended, and to the construction of a work of a nature of a copyrighted work (software, computer programs, etc.).**

The Business Conditions contain in part B general provisions of the rights and obligations which apply to the Contract for Work concluded by and between the Customer and the Contractor within the meaning of these Business Conditions.

## B. General Provisions Applicable to Orders and Contracts for Work

### I. Terminology

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

- **Customer's Offer** refers to a written document entitled “Order” or “Framework Order issued by the Customer, which represents a proposal to conclude the Contract for Work and is designated for and delivered to the Contractor. The Business Conditions either enclosed to or referred to in the Offer from part of the Offer as an enclosure thereto.
- **Contractor's Offer** is an expression of the will of the Contractor, which contains any amendments, exclusions, restrictions or any other modifications to the Customer's

Offer. Such expression of the will may at the same time be deemed as rejection of the Customer's Offer.

- **Framework Offer** refers to a written document also entitled "Framework Order", issued by the Customer, which represents a draft contract within the meaning of Section 1746 Subsection 2 of the Civil Code, governing the legal framework of the contractual conditions for recurrent submission of Customer's Offers for the execution of Contracts for Work in respect of the Work that the Contractor is required to perform for the Customer always following the execution of the Contract for Work, and that is supposed to be accepted by the Contractor. If so explicitly specified in the Framework Offer, such partial performances (of the Work) 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 Customer delivered to the Contractor. The Business Conditions enclosed to or referred to the Framework Offer form part of the Framework Offer as an enclosure thereto.
- **Contractor** means a person that has been delivered from the Customer an Offer containing the present Business Conditions enclosed or referred to, and that has on time delivered to the Customer, in his capacity of an offeror, a declaration or any other timely legal arrangement indicating his consent to the content of the Offer.
- **Customer** refers to any of the persons stated in Art. I (1) of the present Business Conditions.
- **Contract for Work** means the contract for work which was created by way of acceptance of the Offer, including its enclosures.
- **Work** refers to an aggregate of activities which the Contractor undertook to perform for the Customer on the basis of the Contract for Work or which he is obliged to perform for the Customer under the Contract for Work and which correspond to the Contract for Work.
- **Contractual Parties** refer to parties to the Contract for Work.
- **Completion Certificate (handover/takeover report)** is a document by signing of which a representative of the Customer certifies the acceptance of the Work from the Contractor.
- **Business Days** are all days except Saturdays and Sundays and public or state holidays.
- **Personal Data** are the first name, surname, address, date of birth and birth certificate number of a natural person. Personal Data do not contain any sensitive personal data in terms of Act no. 101/2000 Coll., on the protection of personal data and on amendments to certain laws, as amended.

## II. General Provisions on Obligations

### 1. Withdrawal of Offer, Execution of Contract for Work based on Offer, Modification of Offer or Contract for Work and Extinction of Obligations under Contract for Work

1. The Customer has the right to withdraw an Offer, even within the term designated for its acceptance if so stated in the Offer.
2. Any modifications, amendments, exclusions or restrictions made by the Contractor in the Customer's Offer mean rejection of the Offer and are deemed to be a new Offer from the Contractor.
3. If the Offer is rejected or is not accepted within the term stated in the Offer, or, where no term for its acceptance is indicated in the Offer, within a term reasonably reflecting the nature of the proposed performance under the Contract for Work and the speed of the media applied by the Customer to deliver the Offer, it shall be deemed that

the Customer and the Contractor did not conclude the Contract for Work unless the Business Conditions stipulate otherwise.

4. The Contract for Work is entered into at the moment the Offer becomes effective, i.e. when:
  - a) the Contract for Work made out in writing and executed by the representatives of both Contractual Parties authorised to sign the Contract for Work on behalf of the Contractual Parties is delivered to both Contractual Parties within the term stated in the Offer and, if no deadline is quoted in the Offer, not later than within 14 days of the delivery of the Offer to the Contractor. After that the Contract for Work shall be deemed as concluded, if the Customer, upon the delivery of such executed Contract for Work from the Contractor, notifies the Contractor at least orally that he considers the Contract for Work concluded on time;
  - b) the Contractor accepts the Offer in a manner arranged by and between the Contractual Parties and informs the Customer of the acceptance of the Offer in a manner arranged by and between the Contractual Parties;
  - c) the Contractor complying with the Offer performs the Work and delivers it to the Customer, or delivers the performance in accordance with the Offer to the Customer, by agreement with the same, within the term set in the Offer for the Offer acceptance.
5. The termination of existence of one Offer does not automatically mean the termination of existence of any other Offers issued by the Customer on the basis of the accepted Framework Offer of the Customer to submit Offers and conclude individual Contracts for Work for recurrent performances.
6. The contractual relationship (obligation) for recurrent performance shall be concluded for a definite period of up to one year, unless the contract stipulates otherwise.
7. The Contract for Work may be modified only by way of numbered amendments made in writing. The provisions applicable to the acceptance of Offers shall apply, with necessary modifications, for the manner of the execution of such amendments. No other form of modification shall be accepted.
8. The fact that the obligation under the Contract for Work has ceased to exist shall not relieve the Contractual Parties from their responsibility and obligation to pay contractual penalties or damages incurred to the other Contractual Party due to a breach of obligations to which such contractual penalties or damages apply.
9. The application of the provisions of Sections 1726, 1728, 1729, 1757 Subsections 2 and 3 and Section 1765 of the Civil Code to any rights and obligations existing between the Seller and the Buyer under the Contract for Work shall be excluded.

### 2. Work Performance

1. The Contractor undertakes to perform the Work at his expense and risk, unless otherwise arranged demonstrably.
2. The Contractor undertakes to perform the Work with due care and procure everything needed for the Work performance, unless arranged demonstrably that certain things needed for the Work performance will be procured by the Customer.
3. The Contractor will have fulfilled his duty to perform the Work once he completes the Work duly and delivers it to the Customer in compliance with the provisions of the present Business Conditions. The Work shall be deemed to be completed in a due a timely manner if performed in compliance with the Contract for Work. If the Work completion is to be proved through the performance of agreed tests, the Work shall be deemed performed after the tests are successfully completed.

### 3. Work Completion Date

1. The Work completion date, i.e. the term of the due completion and delivery of the Work to the Customer, shall be governed by the deadline/deadlines stipulated in the Contract for Work (hereinafter referred to as the "Work Completion Date"). Such date shall be binding.
2. In the event the Contractor is obliged to keep a Construction or Assembly Journal, he is obliged to put down the date of the actual commencement of the Work (activities) performance in the Construction or Assembly Journal. The Work performance is deemed to be duly commenced if the Contractor also continuously carries on performing the Work.
3. If the Work is required to be performed in accordance with the Schedule arranged by the Contractual Parties, the Contractor undertakes to perform the Work in accordance with the Schedule.
4. No obligation of the Customer to order the Work performance with the Contractor and the duty of the Contractor to perform the Work as partial performance under the Contract for Work may be inferred from the contract concluded on the basis of the Framework Offer for the recurrent conclusion of the Contracts for Work with respect to the Work performance which is to take place only after the Contract for Work is concluded, unless the contract stipulates otherwise. The duty to perform the Work as a partial performance shall arise for the Contractor only on the basis of the concluded Contract for Work, unless the contract concluded on the basis of the Framework Offer expressly stipulates otherwise, e.g. on the basis of a written request (also made in an electronic form) from the Customer delivered to the Contractor in a manner arranged in the contract concluded on the basis of the Framework Offer.

#### **4. Place and Manner of Work Delivery and Work-Related Documents**

1. The Contractor undertakes to deliver the Work duly completed, fit for its purpose to the Customer at the Customer's seat, unless another place of delivery is stipulated in the Contract for Work (e.g. the place of the Work performance) or the Customer and the Contractor agree demonstrably otherwise following the conclusion of the Contract for Work.
2. The Contractor shall notify the Customer of the Work completion and propose a date of delivery of the Work to the Customer; such date may not be later than the date of Work delivery arranged in the Contract for Work except the date of delivery is deemed to be the date arranged for the Work completion and delivery.
3. Following the agreement of the Contractual Parties on the date of the Work delivery which shall not be longer than 5 (five) days of the delivery of the Contractor's notice of the Work completion, the Contractor shall perform the delivery of the Work to the Customer in the place arranged for the Work delivery and, if no place of the delivery is arranged, in the place of the Work performance.
4. Within the handover process, the Contractor shall deliver to the Customer the documentary part of the Work comprising especially the following:
  - a) the as-built project documentation of the Work if the Work has been performed in accordance with the project documentation and if there are changes in the Work performance compared to the project documentation; any changes performed by the Contractor shall also be plotted on the documentation;
  - b) records of tests and revisions performed if the Work is to be proved through the performance of agreed tests;
  - c) the original Construction or Assembly Journal if the Contractor was required to keep the Construction or Assembly Journal;
  - d) documents proving the quality and scope of the Work delivered;
  - e) documentation needed for the operation and usage of the Work (e.g. warranty cards, instruction manuals, attests, declarations of conformity);
- f) other documents required in order to operate and use the Work if such documents are prescribed by legislation or relevant permits to perform the Work.
5. If the subject matter of the Work comprises the preparation of, for example, project documentation, an expert report in writing, a written report on the result of an advisory work, a written study etc., the Contractor is obliged to make it possible for the Customer to inspect (assess) such subject matter of the Work for a period of time determined by the Customer but for no less than 5 (five) business days so that the Customer could check if the subject matter of the Work (the result of the Contractor's work) contains all particulars laid down especially in the Contract for Work and generally applicable legislation. If the Contractor does not make it possible for the Customer to inspect such subject matter of the Work, the Customer shall not be obliged to accept such Work until he is given the opportunity to inspect the Work for the above period of time.
6. The Customer has the right to send or deliver his reservations about the Work within the meaning of Section 5 of this Article to the Contractor in an electronic or another form within the term stated in Section 5 unless this is not processes in accordance with the Contract for Work. The Contractual Parties undertake in this context to clarify in mutual cooperation any reservations made by the Customer. If the Customer communicates no reservations to the Contractor within the term stated in Section 5 of this Article, it applies that he has no reservations about the performed Work within the meaning of Section 5 of this Article and undertakes in this context to accept the Work.
7. If the Contractor was obliged to perform the Work in accordance with the project documentation and if changes in the subject matter of the Work took place during the Work performance, the Contractor shall mark such changes in one copy of the project documentation which he shall deliver to the Customer when handing over the Work. Any changes in the project documentation shall be made as follows:
  - i) All changes which took place during the Work performance shall clearly be marked;
  - ii) The project documentation shall bear the name and surname and signature of the person that has plotted the changes and the stamp by the Contractor.
8. The handover of the as-built project documentation of the Work by the Contractor is subject to approval of the Customer; the approval shall not be rejected if the as-built documentation of the Work is prepared in accordance with this arrangement. The Customer undertakes to comment on the as-built documentation within 14 (fourteen) days of the day of delivery of the as-built documentation by the Contractor. If the Customer gives no comment on the as-built documentation by the date stated, it applies that he has approved the as-built documentation, and the as-built documentation shall be deemed to be duly completed and delivered by the Contractor. The term for the delivery of the as-built documentation of the Work to the Customer may not be longer than 1 (one) months of the day of acceptance of the Work by the Customer.
9. The Contractor shall deliver the as-built project documentation of the Work to the Customer in at least one copy, in a graphical (printed) form + on a CD RO in a format agreed by the Contractual Parties. The as-built documentation of the Work shall be prepared in accordance with the below principles.
10. The Customer shall not be obliged to accept the Work if it shows any defects even isolated minor defects which alone or in conjunction with other defects neither prevent the use of the Work functionally or aesthetically nor largely restrict the use thereof. If there are doubts, it applies that the Work shows defects which are neither minor defects nor defects within the above meaning.

#### **5. Terms of Work Performance**

1. The Contractor is obliged to perform the Work in compliance with the Contract for Work, the present Business Conditions, project documentation if prepared for the Work and delivered to the Contractor, the building

- permit if issued, and any and all decisions, permits and opinions which pertain to the Work and have been delivered to the Contractor, ČSN and other technical standards pertaining to the Work, in compliance with the relevant technical and technological processes as required by the manufacturers of the materials which the Contractor shall use to perform the Work as well as in compliance with the reasonable written instructions of the Customer.
2. When performing the Work, the Contractor is obliged to proceed in compliance with the Customer's reasonable requirements and instructions which the Customer has given to him in writing (also in an electronic form) or shall give to him following the conclusion of the Contract for Work. The Contractor shall use his best endeavours to notify the Customer well in advance of apparent flaws in the reference materials for the Work performance under the Contract for Work, especially of inappropriateness or impracticability of any processes, solutions or instructions proposed by the Customer but he shall not bear the responsibility for the implementation of any inappropriate processes, solutions or instructions if the Customer has insisted on the implementation thereof or failed to give his opinion to the Contractor in this respect within a reasonable period of time despite notified by the Contractor of such inappropriateness in writing (e.g. through an entry in the Construction Journal).
  3. If the subject matter of the Work comprises a building, the Contractor shall appoint a responsible construction manager who will be present on the site during the Contractor's working hours to be available to the Customer and/or the Customer's construction superintendent. The name of the responsible construction manager including his phone contact shall be entered in the Construction Journal by the Contractor on the day of commencement of the Work performance. The same process will be applied in the event the responsible construction manager is replaced.
  4. The Contractor is obliged to take care that the Work and the place of the Work performance be kept clean and free of any redundant materials provided it is efficient. The Contractor shall use his best endeavours to forthwith remove at his expense any wastes and impurities arising in connection with the Work performance, avoid any pollution of the surrounding and public spaces affected by the Work performance and immediately clean such spaces, if polluted. Any and all Contractor's costs of the necessary and purposeful cleaning work make part of the Work price. The Contractor is obliged to arrange for necessary protective measures against noise and dustiness caused by the Work performance. Any and all Contractor's costs of cleaning work, waste sorting, loading and storage in containers, waste collection and storage fees make part of the Work price.
  5. When performing the Work, the Contractor is obliged to arrange that the provisions of all regulations pertaining to safety and health protection, fire protection, environmental protection as well as other legal regulations relating to the Work performance and applicable in the Czech Republic at the time of Work performance be observed.
  6. The Customer has the right to execute inspections of the Work performance by the Contractor on a continuous basis through his staff. For this purpose, the Customer's representatives are anytime allowed access to the place of the Work performance. If any defects in the Work performance are detected, the Customer's representative has may demand that the Contractor removes such defects and performs the Work in a due manner. The Contractor is obliged to arrange for the removal of the defects detected this way at his expense within a reasonable period of time determined by the Customer's representative.
  7. The Contractor is obliged to call the Customer, through an entry in the Construction or Assembly Journal if he is obliged to keep such journal, to check all those parts of the Work which are to be covered or become inaccessible, no less than 3 (three) business days before the date the inspection takes place. To check such parts of the Work, the Contractor shall submit any and all results of testing performed, the quality of the used materials, certificates and attests pertaining to such parts of the Work. If the Customer or the worker appointed by the Customer fails to attend the inspection though invited by the Contractor to do so, the Contractor shall have the right to cover such structures.
  8. If the Customer requires uncovering of any Work part already covered, the Contractor is obliged to do so. If it is found out in such inspection executed by the Customer that the Work part is flawless, the Contractor shall have the right for reimbursement of the costs associated with the uncovering of the Work part and, if necessary, for postponement of deadlines if impacted by such action. If, however, it is found out in the inspection that the covered Work part is defective, the Contractor is obliged to remove the defects and he shall be entitled to neither reimbursement of the costs nor postponement of deadlines due to the uncovering of the Work part in question.
  9. If the subject matter of the Work comprises a building, regular Work progress meetings will take place no less than once a week, unless otherwise agreed by the Contractual Parties; the date of the progress meetings (the date and time) shall be entered in the Construction Journal no less than 3 (three) business days before each progress meeting takes place. The representatives of the Customer and the Contractor and, where applicable, the architect or selected subcontractors will take part in the progress meetings. The Contractor shall make notes of the progress meetings which shall be signed by all attendees. The conclusions of each progress meeting shall be binding on both the Customer and the Contractor but under no circumstances may the conclusions modify or amend the provisions of the Contract.
  10. If materials, products, equipment or any other requisites which are to be used during the Work performance are not expressly indicated in the project documentation, the Contractor, when performing the Work, is obliged to use only the materials, products, equipment or any other requisites which have such properties that their mechanical strength, stability, fire safety and sanitary requirements and other usual properties are guaranteed during the whole existence of the Work. In respect of all materials, products, equipment and requisites used during the Work performance, the Contractor is obliged to prove valid documents confirming the possibility of using them in the CR.
  11. The Contractor shall have the right to propose to the Customer that materials, products, equipment or other requisites other than those specified in the project documentation be used provided that a document making the comparison of their properties possible is presented. In the event, the quality of the proposed materials, products, equipment or other requisites is identical to the quality of the initially specified materials, products, equipment or other requisites, the Contractor shall have the right to use the proposed materials, products, equipment or other requisites with a prior consent from the Customer.
  12. Any damage caused by using any materials, products, equipment or other requisites not complying with the Contract for Work including its Appendices shall forthwith be removed by the Contractor at his expense.
  13. The Contractor shall arrange for the execution of any and all tests concerning the Work or individual parts thereof if the Contract for Work, documentation designated for the Work performance, generally applicable legislation and standards and opinions of competent institutions prescribe the execution of such tests and a satisfactory result of such tests is required for the Work handover. The Contractor shall also arrange for any and all opinions, rules and regulations, revisions, attests, tightness tests, certificates or any other required documents pertaining to the Work or individual parts thereof. The Contractor shall notify the Customer's representative of the execution of tests and revisions, that the Customer's representative has the right to participate in, at least 3 (three) business days in advance.
  14. The Contractor shall be responsible for any loss, theft or destruction of and damage to any inbuilt part of the Work up until the Work handover.

15. The Customer shall not be responsible for any loss or theft of or damage to any Contractor's machines, work equipment or materials unless caused by him or any of his workers or authorised representatives.
16. The Contractual Parties have hereby agreed that an inseparable part of the Contract for Work shall be the Business Conditions to Ensure Occupational Health & Safety, the Protection of the Environment and Fire Protection (hereinafter referred to as the "Business Conditions") dated 1 February 2014 which are available on <http://www.rwe.cz/en/about-rwe/for-suppliers-business-conditions/>. The provisions of the Business Conditions to Ensure Occupational Health & Safety, the Protection of the Environment and Fire Protection shall be applied adequately to the executed activities as stated in the Business Conditions.
17. Any and all Work-related documentation, if processed, and any documents concerning the performance of the Work or changes therein, or copies of such documents, shall be available to also relevant state building control bodies and to other control bodies. The Construction or Assembly Journal kept by the Contractor based on the Contract for Work or special regulations shall also be available, and the state building control body and other persons shall have the right to make entries therein within the meaning of the Contract for Work.
18. When performing the Work, the Contractor is obliged to use only such mechanisation and other means which are duly permitted for being used and are not a threat to the environment.
19. The Contractor is obliged to clear the site or the place of the Work performance no later than on the day the Work is handed over to the Customer, unless demonstrably agreed otherwise by the Contractual Parties.
20. When performing the Work, the Contractor is obliged to follow the "Technical conditions for work and activities in structures, hazardous areas, zones and in the vicinity of grids and lines administered by the Customer or any other company of the RWE Group in the CR".

## 6. Work Handover/Takeover Report

1. The Contractor and the Customer shall draw up and sign a record on the Work handover/takeover (commissioning) to be executed by the representative of the Contractor and Customer. The draft record shall contain the following particulars:
  - date of the Work acceptance by the Customer;
  - name of the persons in charge of the Work handover/takeover;
  - a list of all documents supplied by the Contractor and accepted by the Customer within the Work handover.

The draft Handover/Takeover Report shall be prepared by the Contractor in at least two counterparts.
2. If there are recurrent continuous partial performances (of the Work) for which tax documents or invoices are made out for certain periods of time, the Contractor shall in this context issue a written document for the Contractor confirming the provision of the recurrent partial performance in the period of time for which the tax document or invoice shall be made out.
3. In the event the Customer accepts the Work with reservations (visible defects or backlogs), the Contractor shall put down the reservations with which the Customer accepted the Work in the Report together with the time limits within which he is obliged to remove the reservations about the Work and prove the removal thereof to the Customer as agreed by the Contractual Parties.

## 7. Risk of Damage to the Work

If the subject matter of the work comprises making of a thing, the risk of damage to the Work (thing) shall pass to the Customer upon the takeover of the Work (thing). If the event the subject matter of the Work is a thing, if there are doubts, it applies that the Customer has accepted the Work (thing) on

the day which is quoted in the Work (thing) handover/takeover report.

## 8. Acquisition of Title to a Thing which is Subject Matter of the Work

1. The title to the subject matter of the Work shall be governed by the provisions of Section 2599 et seq. of the Civil Code.

## 9. Work Price

1. The Work price quoted in the Contract for Work shall be deemed to be the price containing any and all costs needed in order to make and deliver the Work, i.e. including the costs of transport of things into the place of the Work performance, customs duty, insurance against risk of transport of things designated for the Work performance, any and all risks associated with the preparation and performance of the Contract for Work and with the Work quality guarantee.
2. If unit prices are arranged by the Contractual Parties for the Work performance and will be quoted in, for example, the itemised budget, such unit prices will be valid during the whole term of the Work performance. The itemised budget serves for documenting of the financial volume of work executed (i.e. as a basis for invoicing) and also for evaluating extra work and cancelled work, if any.
3. The Customer shall pay the Contractor the Work price arranged in the Contract for Work (fixed price) unless the Customer and the Contractor have agreed only on a manner of its calculation with regard to the Work scope. In such case, the manner of the calculation of the Work price shall be governed by the agreement between the Customer and the Contractor, and the Customer shall pay the Work price calculated in the defined manner. If the price is set according to the budget and no other manner is defined, it applies that completeness of the budget is guaranteed.
4. The Contractor has the right to demand from the Customer payment of the price of extra work approved by the Customer and completed by the Contractor. The price of such extra work shall be set according to the itemised budget or by agreement of the Contractual Parties to the Contract for Work and its specification shall each time be part of a written arrangement (change order or sheet) by the Contractual Parties. If certain extra work cannot be evaluated according to the itemised budget, such extra work shall be evaluated according to guide prices evaluated according to prices which are usual for the period of time in which the extra work in question is performed.
5. If the Contractor is registered for VAT (a VAT payer), he shall be entitled to charge in addition to the Work price as determined in the agreed manner also VAT pursuant to the VAT Act, as amended, at a rate applicable as at the taxable supply date, and the Customer undertakes to pay the VAT together with the Work price, unless otherwise stated hereinafter.
6. The Customer shall pay the Contractor the Work price on the basis of a tax document and, if the Contractor is not a VAT payer, an invoice made out by the Contractor and delivered to the Customer, by one-time payment, unless the Contractual Parties agree on payment of the Work price in instalments. If the Work price is paid in instalments, the provisions of Section 10 of this Article shall apply with necessary modifications for the individual instalments and issuance of the tax documents/invoices covering the Work price.

## 10. Issue of Tax Documents/Invoices Covering the Work Price

1. The Contractor, upon delivery of the Work to the Customer and subject to compliance with the terms and conditions applicable under the present Business Conditions and not later than within the time limit as stipulated in the relevant legislation for the issuance of tax documents, shall issue

the Customer with a tax document or an invoice if the Customer is not a VAT payer, to pay the Work price, and deliver the tax document/invoice to him within the set time limit.

2. The tax document must contain all particulars as stipulated in the generally applicable legislation for tax documents, especially in Section 29 of Act no. 235/2004 Coll., on value added tax, as amended (hereinafter referred to as the "VAT Act") as at the taxable supply date, and the invoice must contain the particulars as stipulated in the generally applicable legislation for accounting documents; beyond that, these documents must contain the registration number of the Customer's Offer they relate to, the account number to which the pecuniary payment is to be made by the Customer, and other particulars as agreed by the Contractual Parties.  
The tax document must further contain the Contractor's bank details as published by the tax administrator in a manner allowing remote access to the register of VAT payers.  
The Contractor shall further enclose to the tax document a copy of the Work Handover/Takeover Report or any other document certifying the acceptance of the Work by the Customer or any other document certifying the handover of the Work to the Customer (confirmation within the meaning of Art. 6 of this part of the Business Conditions).
3. Should the taxable supply be subject to transfer of the tax liability under the VAT Act, the Contractor is obliged to proceed in accordance with the respective provisions of the VAT Act. The Contractor is obliged to make out a tax document excluding a tax and indicate the following text on the tax document: **The tax document will be paid by the customer.**
4. In case of tax documents or invoices made out for any recurrent performances (recurrent supplies) related to a certain period of time, the Contractor shall state the accounting period markedly.
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 Customer at his registered office in one original copy unless stipulated in the Contract for Work otherwise. If the tax document or invoice is delivered electronically, the Contractor shall issue the electronic tax document/invoice in accordance with the VAT Act, and the electronic invoice shall be issued in accordance with generally applicable legislation. The Contractor shall send such electronic tax documents and invoices to the Customer to the following email address: [el.faktury@rwe.cz](mailto:el.faktury@rwe.cz).
7. If the tax document or invoice fails to contain any of the prescribed or arranged particulars (Sections 2 to 4 of the present Article) or if any such tax document/invoice has been issued contrary to the present Business Conditions, the Customer may return such tax document/invoice, unpaid, to the Contractor within the maturity period, to be corrected or supplemented. In this context, the Customer will inform the Contractor 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 maturity period shall cease to run, and a new maturity period shall start running on the date of delivery to the Customer of a newly issued tax document or invoice by the Contractor.
8. If, on the taxable supply date, the Contractor 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 within the meaning of the provision of Section 109 (2)(c) of the VAT Act (unpublicised bank account), the Customer may act pursuant to the provision of Section 109a of the VAT Act, i.e. by way of special securing of tax. In such a case, the Customer 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 the taxable supply from such taxable supply) rather than to the bank account of the Contractor; thereby

the given portion of the Customer's pecuniary debt towards the Contractor shall be deemed repaid in full.

## 11. Work Price Settlement Date

1. The Customer shall pay the Work price to the Contractor:
  - a) following the Work handover;
  - b) following the acceptance of recurrent performances if the recurrent performances are agreed;
  - c) in instalments if payment of the Work price in instalments is agreed; and after the conditions arranged for paying the Work price in instalments are fulfilled;
  - d) following the handover of part of Work if payment of the price of each Work part handed over is arranged, by bank transfer each time.
2. The agreed price of the Work or the price of a partial performance or the instalments of the Work price shall be payable within 60 days of the delivery of the tax document or invoice duly made out by the Contractor to the Customer in line with the present Business Conditions, unless in the Contract for Work or hereinafter stated otherwise.
3. The Work price, the price of a partial performance or the instalment of the Work price shall each time be deemed as duly paid on the day when the relevant sum is debited to the bank account of the Customer's provider of payment services and credited to the bank account of the Contractor's provider of payment services.
4. The Customer may withhold retention money of the Work price or the price of a partial performance or a Work price instalment he is obliged to pay to the Contractor, in the amount of 10 per cent of the Work price or the price of the partial performance or Work price instalment (hereinafter referred to as the "Retention Money") if he has accepted the Work or a partial performance with reservations (with defects or backlogs). The Customer shall pay the retention money to the Contractor within 15 days of the day the Contractor proves that defects or backlogs with which the Customer accepted the Work or a partial performance have been removed which shall be confirmed between the Contractual Parties by signing a report on the removal of the detected defects and backlogs.
5. The Customer may withhold retention money of the Work price or the price of a partial performance he is obliged to pay to the Contractor in the amount of 5 per cent of the Work price or the price of the partial performance (hereinafter referred to as the "Retention Money") so as to secure the Contractor's duty arising from the Work quality guarantee, if the provision on the guarantee within the meaning of the present Business Conditions relates to the Work, for a period of 6 (six) months of the delivery of the Work or a partial performance. The Customer shall pay the retention money to the Contractor within 15 days after the expiry of the above guarantee provided he has not used the retention money to settle the cost of the removal of the defects or backlogs which he had to ensure through a third party by reason of a breach of duties by the Contractor.

## 12. Payment Warranty

Payment of the Work price shall not mean any disclaimer of the rights resulting from delayed performance by the Contractor or any acknowledgement that making of the Work was ordered and/or the Work ordered and recurrent partial performances were accepted without reservation.

## 13. Non Assignment / Set-Off

1. The Contractor shall not assign the Contract for Work or any claims arising for him under the Contract for Work towards the Customer to any third parties without the prior written consent from the Buyer. Request for granting such consent must be made in writing. This provision shall be without prejudice to the provision of Art. IV Section 2 of the present Business Condition.

2. The Contractor acknowledges the right of the Customer to set off, by way of a unilateral legal act, any payable pecuniary receivable, which is held by the Customer towards the Contractor and arises for him from the Contract for Work, against any pecuniary receivable held by the Contractor towards the Customer, irrespective of the currency of the receivable or the underlying legal relationship. The Customer may also unilaterally set off his receivable against such receivable held by the Seller which has not yet been payable, which cannot be enforced through the execution of judgment, whose satisfaction cannot be claimed in court or which is barred.
3. The Contractor may not assign (including assignments securing receivables or rights) or pledge his receivables from the Buyer without a prior written consent from the Customer.

#### 14. Duty to Inform / Notify

1. Where the Contractor needs any additional information or materials over and above the present Business Conditions or the Contract for Work in order to perform the Contract for Work, he shall forthwith send such statement to the Customer either by mail, by fax or via e-mail (electronic mail).
2. The Contractor, by accepting the Offer (by conclusion of the Contract for Work) at the same time acknowledges that he is authorised to perform activities that comprise the subject matter of the Contract for Work and that he holds the relevant licence to perform such activities which has been issued by the relevant authority and has not expired as at the date of the execution of the Contract for Work.
3. In the interest of ensuring due performance of the obligations arising for the Customer and the Contractor from the Contract for Work, the Customer and the Contractor shall inform each other without any undue delay about any changes in their identical data as against the data as shown in the Contract for Work or contract, and about any other changes or facts that may affect the performance of the contractual relationship existing between them pursuant to the present Business Conditions.

#### 15. Termination of Contract for Work

1. The Customer has the right to terminate the Contract for Work for recurrent performance 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 Contractor.
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 Contract for Work cease to exist. This provision shall be without prejudice to the obligation of the Contractor to deliver to the Customer the performance according to the request notified by the Customer to the Contractor prior to the date when such written notice was delivered to the Contractor or the legal effect of the notice of termination commence same as the obligation on the part of the Customer to accept the completed partial performance of the Work or the partial performance of the Work which will be completed by the time the legal effects of the notice of termination commence, and pay the Contractor the agreed prices for such partial performances unless the Customer and the Contractor demonstrably agree in writing otherwise.

#### 16. Withdrawal from Contract for Work

1. Both the Contractor and the Customer may withdraw from the Contract for Work for reasons stipulated in the Civil Code, and furthermore, each of them for the below-described reasons:

2. The Customer may further withdraw from the Contract for Work or a portion thereof, apart for reasons stipulated in Section 1 of the present Article, if:
  - a) the Contractor does not start working on the Work even within 15 (fifteen) days of the day he was supposed to do so (the Work Commencement Date);
  - b) The Contractor performs the Work in stark contradiction with the Contract for Work using for the Work performance especially materials and equipment contradicting the requested quality of the Work;
  - c) the Contractor is in delay with the Work handover for a period exceeding 15 days and for a period exceeding 30 days if making, changing or repairing a building;
  - d) the Contractor has abandoned the building (if the subject matter of the Work comprises making, changing or repairing a building) or shows his intention not to continue fulfilling his obligations under the Contract for Work;
  - e) the Contractor is in delay with performing partial performances of the Work for a period exceeding 15 days compared to the approved schedule or the scheduled completion date of partial performances;
  - f) the amount of unpaid contractual penalties that the Contractor is obliged to pay to the Customer exceeds 10 per cent of the agreed Work price;
  - h) the Contractor becomes insolvent or a motion to commence insolvency proceedings in respect of him has been filed or insolvency proceedings have been commenced regardless if the proceedings are discontinued later on, or the motion has been dismissed due to lack of sufficient assets, negotiations are conducted with creditors about the conditions of debt settlement, or a trustee in bankruptcy, an appointee or an administrator appointed in favour of creditors continue carrying out his business activities, or any step or event takes place having (under applicable law) an effect similar to that of any of the above steps or events;
  - i) a decision on winding-up of the Contractor by liquidation is issued;
  - j) insolvency proceedings or any other similar proceedings are commenced in respect of the Contractor's estate.
3. If the Contractor has undertaken to carry out continuous or recurrent activities or stepwise partial performances, the Customer may withdraw from the Contract for Work exclusively with future effects and in respect of only part of the partial performance. This shall not apply if the accepted partial performances alone are of no importance for the Customer any longer.
4. The Customer may also withdraw from the Contract for Work in respect of only a partial performance with which the Contractor is in delay or in respect of which the Contractor is in delay with removing its defect for a period exceeding 15 days.
5. The Contractor may further withdraw from the Contract for Work, apart for reasons stipulated in Section 1 of the present Article:
  - a) if the Customer is in delay with payment of the Work price for reasons on his part;
  - b) in respect of a partial performance, if the Customer is in delay with payment of the price for the partial performance for a period exceeding 30 days despite notified by the Contractor in writing (and being provided reasonable time for correction) each time;
  - c) Insolvency proceedings are commenced in respect of the Customer's estate or
  - i) a decision on winding-up of the customer by liquidation is issued.
6. The Contractor and the Customer may withdraw from the Contract for Work without any undue delay after it follows from the behaviour of the other party beyond doubt that it is going to breach the Contract for Work in a material manner.
7. The withdrawing Contractual Party shall notify the other Contractual Party of the withdrawal from the Contract for Work or of the withdrawal from the Contract for Work in respect of a partial performance within the meaning of



Sections 1 to 6 of this Article in writing. 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 Contract for Work notifies the other Contractual Party of its intention to withdraw from the Contract for Work, it is not authorised to change such intention by itself.

6. If a Party might have withdrawn from the Contract for Work due to a material breach of a contractual obligation but failed to exercise such right, this will be without prejudice to any later withdrawal from the Contract for Work referring to similar acts of the other Contractual Party.
7. Any withdrawal from the Contract for Work results in the termination of the relevant obligation from the very beginning, unless the law or the present Business Conditions stipulate otherwise.
8. If the Contractor performs the Contract for Work only in part, the Customer may withdraw from the entire performance if he notifies the Contractor accordingly in the notice of withdrawal from the Contract for Work.
9. If the Customer withdraws from the Contract for Work binding for continuous or recurrent performances, this shall be without prejudice to the obligation of the Contractor to deliver to the Customer the performance which the Contractor is obliged to deliver as at the day the legal effects of the withdrawal commence; the same applies to the obligation of the Customer to accept the particular performance and pay the Contractor the agreed price for the performance delivered, unless the Customer notifies the Contractor in writing that he is not interested in the delivery of the given performance within the meaning of the above clauses. Upon the termination of the liability under the Contract for Work, the legal relations between the Contractual Parties in respect of the performed Work shall be governed by the present Business Conditions up until the expiration of the warranty period covering the Work.
10. Any withdrawals from the Contract for Work shall be without prejudice to the right to payments of contractual penalties or late interests, if matured, the right to damages arising from a breach of contractual obligations, and from dispute resolution arrangements.

## 17. Sanctions

1. The Contractor shall pay the Customer a contractual penalty:
  - a) for delay with the handover of the Work or a partial performance for which a completion date has been agreed which will come to 0.05 per cent of the price of the Work or the partial performance he is in delay with for each day of delay. Where the Contractor is in delay for a period exceeding 15 days inclusive, he shall pay the Customer a contractual penalty of 0.05 per cent of the price of the Work or the partial performance for each day starting on the 16<sup>th</sup> day of delay;
  - b) for delay with removing defects and backlogs with which the Customer has accepted the Work or a partial performance of the Work in the amount of CZK 500 for each day of delay;
  - c) for delay with commencement of removing a defect under complaint lodged by the Customer within the warranty period in the amount of CZK 500 for each day of delay;
  - d) for the Contractor's failure to hand over to the Customer the original Construction or Assembly Journal when handing over the Work in the amount of CZK 1000 for each day of delay, even incomplete, but CZK 50,000 at most provided that the Contractor is obliged to keep the Construction or Assembly Journal when performing the Work (comprising, for example, making, repairing or changing buildings or assembly of equipment units);
  - e) for failure to make entries in the Construction or Assembly Journal regarding the progress of the Work (construction, assembly of an equipment unit) for a period exceeding 3 (three) business days in the amount of CZK 500 for each individual case provided

that the Contractor is obliged to keep the Construction Journal;

- f) for failure to observe the rules of Occupational Health & Safety, Fire Protection and Environmental Protection in places used by the Customer, on a Customer's land or on a land that the Customer has procured for the Work performance etc., in the amount of CZK 1000 for each case detected;
  - g) for unmarked workers of the Contractor or his subcontractors in the amount of CZK 100 for each case provided that the Contractor is obliged to arrange for the marking of the workers he will use for the Work performance;
  - h) for making it possible that operations on the Work are carried out by not-approved subcontractors or unauthorised persons in the amount of CZK 10,000 for each case;
  - i) for the use of mechanisation means harmful to the environment in the amount of CZK 100 for each individual case;
  - j) for failure to observe technological processes defined by the Customer in the amount of CZK 5000 for each case;
  - k) for failure to clear the site, which was provided to him by the Customer for the Work performance, by the date agreed in the amount of CZK 1000 for each day of delay, even incomplete;
  - l) for failure to observe Technical conditions for work and activities in structures, hazardous areas, zones and in the vicinity of grids and lines administered by the Customer or any other company of the RWE Group in the CR" if the Contractor was familiarised therewith and was obliged to follow them, in the amount of CZK 10,000 for each case.
2. Where the Contractor is in delay towards the Customer with the payment of any pecuniary debt, he is obliged to pay the Customer a late interest in the amount of 0.05 per cent of such pecuniary amount owing.
  3. The Contractor shall pay the contractual penalty or late interest to the Customer within 15 days of the date the Customer calls him to pay the contractual penalty or the late interest, by way of bank transfer to the Customer's account as notified by the Customer in the given case. If the Contractor is in delay with the payment of such late interest, he shall pay to the Customer further late interest on such late interest in the amount of 0.05 per cent of the amount owing for each day of such delay, even incomplete.
  4. The Customer shall pay a late interest to the Contractor in the amount of 0.05 per cent of the pecuniary amount owing for each day of delay with its payment for reasons on his part.
  5. The provisions governing contractual penalties and late interests shall be without prejudice to a title on the part of the Customer or on the part the Contractor to damages arising from a breach of the duty resulting in such contractual penalty or late interest. This provision shall also apply to all other contractual and statutory rights belonging to the Customer or the Contractor.

## 18. Work Defects and Quality Warranty

1. The Contractor guarantees to the Customer that the Work has no defects upon handover/takeover, although they may be identified later. Such Customer's right shall also apply to any later defects caused by any breaches of the Contractor's obligations.
2. The Work or a separate partial performance shows defect, if it does not comply with the Contract for Work.
3. The Contractor shall provide to the Customer warranty regarding the Work extending to **24 months**. The warranty period starts on the day of the Work handover/takeover as declared in the Handover/Takeover Report. In the event the Customer accepts the Work with a reservation (defect or backlog), the warranty period starts on the day the reservation is removed. Such provision shall not apply to the Works where the warranty cannot be provided with regard to the nature of the Work (the Work which has no



nature of a work, where the preservation of a longer-lasting nature is anticipated).

4. The Customer shall claim any rights from defects of the Work which emerge within the warranty period with the Contractor without any undue delay after such defects are detected by way of written notification (also by e-mail) delivered to the Contractor by the end of the warranty period at the latest. The Customer shall describe the defects or specify the manifestation thereof and give the number of the contract with the Customer in the written complaint.
5. The Contractor undertakes to remove the defects under complaint lodged by the Customer for free. The Contractor shall start working on removing defects under complaint without any undue delay (within 5 days of the receipt of the complaint at the latest) or, if as a result of defects there might be a threat of delay, damage to the assets of the Customer or other persons or if the defects hinder the Customer from using the subject matter of the Work in a larger extent, the Customer shall start working on removing such defects immediately after the Customer lodged the complaint and finish the defect removing within the shortest time possible, unless the Contractual Parties agree otherwise. When removing the defects, the Contractor is obliged to respect the Customer's operational needs.
6. If the Contractor is in delay with removing of a defect under complaint or refuses to remove any defect under complaint, the Customer having notified the Contractor in writing and provided reasonable additional time to him, may remove such defects at his expense, and the Contractor is obliged to pay the costs spent on the removal of the defects to the Customer within 15 days of the day the Customer claimed for reimbursement for the spent costs. The Contractor shall not be responsible for any defects of the Work which are caused by materials and things provided by the Customer if the Contractor could not, even when using his best endeavours, discover inappropriateness thereof, or he notified the Customer but he insisted on using them.
7. The warranties provided by the Contractor shall not cover any defects caused by incorrect handling or incorrect maintenance of the subject matter of the Work or by failure to observe the regulations of the manufacturers relating to the operation and maintenance of the equipment which the Customer has taken over from the Contractor within the Work performance or of which the Contractor advised the Customer demonstrably (e.g. by training of operating personnel).
8. The Customer undertakes to allow the Contractor to have to the places where defects of the Work are to be removed after the Work is handed over.
9. The warranty period shall be extended by the time which includes the time between the notification of the defect to the Contractor and the removal thereof by the Contractor. Where there is more than one such times, the times will be added up.
10. The provisions of this Section shall apply with necessary modification to also case of recurrent performances, namely to partial performances.

#### **19. Construction / Assembly Journal**

1. If the subject matter of the Work comprises making, repairing or changing of a building or if so requested by the Customer, the Contractor is obliged to keep a Construction Journal duly during the term of the Work performance and enter, on a daily basis, all data important for the performance of the Contract for Work, for the due performance of the Work and its flawless function, for the calculation of the Work price, especially the data on the time sequence of activities, work quality, justification of deviations, if any, from the project documentation, material, applied technologies and mechanisms, staff, tests performed, work interruptions and reasons thereof and other important facts relating to the Work performance. The Customer's construction superintendent and the Customer are obliged to confirm the entries in the

Construction Journal within no later than three business days by their signatures and they are authorised to affix their opinions and make further entries which are associated with the performance of the Contract for Work or the Work performance and relate especially to the use of materials and construction processes. If the Customer's construction superintendent and the Customer do not comment on the content of such Contractor's entry by the date stated, it applies they agree with the content of the entries. The Contractor is obliged to respect the entries made by the Customer's construction superintendent and the Customer but he may affix his comment thereon.

2. The Construction Journal will be kept in at least one original copy and it will be stored on site with the construction manager of the Contractor in a way so that it could anytime be available at request to the Customer's construction superintendent and the Customer. Persons indicated in the Construction Journal, project designer, person authorised to execute A/E inspection, representatives of the state building control bodies and other persons set by the relevant laws or by agreement of the Contractual Parties are authorised to make entries in the Construction Journal on behalf of the Customer and the Contractor.  
Each change of a person authorised to make entries in the Construction Journal must be recorded therein.
3. The records in the Construction Journal serve as a basis for the preparation of amendments and changes to the Contract for Work if approved by the Customer in accordance with the Contract for Work.
4. The Construction Journal is kept in the Czech language. The Customer is the owner of the original pages of the Construction Journal.
5. The Contractor shall hand over the original Construction Journal to the Customer together with the Work handover. Failure to hand over the Construction Journal is deemed to be a defect of the Work.
6. The above provisions shall apply with necessary modification to also Assembly Journal which the Contractor is obliged to keep for the Work if assembly of equipment units takes place and if the Customer so requests. .

### **III. General Provisions**

#### **1. Choice of Law**

The rights and obligations of the Contractual Parties to the Contract for Work arising out of the Contract for Work, unless directly governed by the Contract for Work or the present Business Conditions, shall be governed by the provisions of Act no. 89/2012 Coll., the Civil Code. Also, the Contractual Parties undertake to construe the rights and obligations regulated in the Contract for Work in compliance with the Civil Code.

#### **2. Governing Law and Jurisdiction**

1. Should any discrepancy occur between the Contract for Work and the Business Conditions, the arrangements of the Contract for Work shall prevail.
2. The Contractual Parties undertake to resolve any disputes arising out of the Contract for Work 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 Contract for Work concluded between the Contractor and the Customer shall be the general court of the Customer; 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 Contractor performing the Work in a place used by the Customer, on a Customer's land or on a land that the

Customer has procured for the Work performance etc., is obliged to adhere in such place to principles of Occupational Health & Safety, Fire Protection and Environmental Protection defined for such place and to arrange for adherence to such principles also by the persons he has used for the execution of activities that are the subject matter of the Contract for Work (e.g. his employees or sub-contractors). The Contractor undertakes to ensure that the above persons should adhere to all generally applicable legislation relating to Occupational Health & Safety, Fire Protection and Environmental Protection in such places.

#### 4. Delivery of Consignments

1. The Customer and the Contractor undertake to perform deliveries of consignments related to the contractual relationship existing between the Contractor and the Customer on the basis of the Offer and the Contract for Work within the meaning of the present Business Conditions to the addresses of their registered offices as shown in the Offer and/or the Contract for Work, 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.

#### 5. Protection of Personal Data

1. The Customer shall be responsible for ensuring protection of personal data of the Contractor, if a natural person, pursuant to Act no. 101/2000 Coll., on the protection of personal data and on amendment of certain laws, as amended.
2. The Contractor agrees to the processing of the following personal data: title, first name, surname, residence address, registered office, identification number, tax identification number, electronic mail address, bank account number (hereinafter together referred to as the "Personal Data").
3. The Contractor agrees to the processing of the Personal Data by the Customer for the purposes of the exercising of the rights and obligations relating to the Offer or the Contract for Work. Such consent to the processing of the Personal Data to the entire extent pursuant to the present arrangements does not constitute a condition which would prevent in itself the execution of the Contract for Work.
4. The Customer may assign such processing of the Personal data of the Contractor to a third party in its capacity of a processor
5. The Personal Data will be processed for an indefinite period of time. The Personal Data will be processed in the electronic format and in an automated manner or in a hard copy and in a non-automated manner.
6. The Contractor undertakes to provide the Customer with accurate Personal Data.

#### IV. Legal succession / Assignment of Contract and Contract for Work

1. The Customer may at any time transfer, in his capacity of a transferor, his rights and obligations under the contract (arisen on the basis of the accepted Framework Offer) and the Contract for Work or any part thereof not yet performed until the moment of such transfer, to another person, by way of assigning the contract or the Contract for Work or by assigning a portion of the contract or the Contract for Work, and such other person may accept the rights and obligations belonging to the Customer under the contract or the Contract for Work as assigned to such other person. The legal effect of such assignment of the contract or the Contract for Work or any part thereof shall take effect in respect of the Contractor no later than upon the notification of such assignment of the contract or the Contract for Work or any part thereof by the Customer to the Contractor or any third party acting as the assignee.

2. The Contractor, in his capacity of the assignor, may assign the contracts or the Contract for Work or any portion thereof to the companies or persons comprising a concern together with the Contractor. Such persons shall also be authorised to accept the Contractor's obligations towards the Customer ensuing from the contract or the Contract for Work. The legal effects of such assignment commence in respect of the Customer upon the written notification of such assignment of the Contract for Work by the Contractor to the Customer.

#### C. Joint, Interim and Closing Provisions

1. The present Business Conditions shall come into effect on 1 October 2014.
2. Any and all rights and obligations of the Contractual Parties existing between the Contractor and the Customer prior to the effect of the present Business Conditions shall continue to remain in force. These rights and obligations shall continue to be governed by the business conditions and arrangements effective between the Contractual Parties at the time of the execution of the Contract for Work, unless the Customer and the Contractor demonstrably agree otherwise.
3. The Customer has the right to modify and amend the Business Conditions in order to reflect any changes in technical, operational, business and organisational conditions on his part or by reason of modifications of the generally applicable legislation. If any changes to the Business Conditions should also involve changes in the legal relations under the Contract for Work concluded prior to the date of effect of such changes of the Business Conditions, the Customer shall notify the Contractor of such changes in writing. The Contractor has the right to refuse such changes to the Business Conditions in respect of the Contract for Work concluded prior to the effect of the changes of the Business Conditions within no later than 30 days of the date of notification of such changes. In such a case, the relevant Contracts for Work will be governed by the Business Conditions in effect at the time of the execution of such Contract for Work.
4. The present Business Conditions shall become effective towards the Contractor 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 Contractor undertakes to adhere in the performance of his activities to the principles and rules as stated in the RWE Code of Conduct, as amended, which is available at: <http://www.rwe.cz/en/about-rwe/for-suppliers-rwe-code-of-conduct/> (www.rwe.com/lieferanten) and, at the same time, the Contractor undertakes to adhere when performing his 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 Contractor undertakes to adhere to the rules concerning human rights protection, labour-law relations, environmental protection and anti-corruption rules. The Contractor undertakes to get acquainted with such principles and rules without any undue delay after the execution of the contract (arisen on the basis of an accepted Framework Offer) or the Contract for Work, unless e has got acquainted with them as early as upon the conclusion of the Contract for Work.

Prague, 1 October 2014