

General Business Terms and Conditions

for supply of a thing and making a work or execution of any other performance (hereinafter referred to as the “Business Conditions”)

A. Subject matter of the Business Conditions

I. Introductory provisions

1. These Business Conditions as a part of the proposal for entering into a contract (the “Offer” only hereinafter) supplement the contents of the written Offer (the “Order” or the “Framework Order” only hereinafter) referring to them and provide for the basic organisational and business conditions for supply of a thing which is the subject-matter of the Order or the Framework Order and for making works ordered on the basis of the Order or the Framework Order, placed also separately by the following companies:

- **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 108314, Identification No. 272 60 291, 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 18556, Identification No. 264 75 051, 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 7240, Identification No. 264 60 815, Tax Identification No. CZ226460815;
- **RWE Gas Storage, 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 124711, Identification No. 27892077, Tax Identification No. CZ 27892077;
- **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 23083, Identification No. 272 95 567, Tax Identification No. CZ27295567;
- **RWE Energie, a.s.**, with its registered office at: Prague 10 - Strašnice, Limuzská 12/3135, Postcode 100 98, maintained by the Municipal Court in Prague, Part C, Insert 220583, Identification No. 499 03 209, 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 57165, Identification No. 279 35 311, Tax Identification No. CZ27935311;
- **JMP DS, s.r.o.**, with its registered office at: Brno, Plynárenská 499/1, Zábřovice, 602 00, maintained by the Regional Court in Brno, Part C, Insert 80638, Identification No. 248 50 756, Tax Identification No. CZ24850756;
- **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 30666, Identification No. 279 35 221, 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 18283, Identification No. 243 10 573, Tax Identification No. CZ243105735;
- **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 50971, Identification No. 251 15 171, 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 173217, Identification No. 247 74 375, 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 195428, Identification No. 243 10 964, Tax Identification No. CZ24310964; as Buyers or Customers. For the purposes of these Business Conditions and the Orders referring to them, the term “Ordering Party” shall be used to designate the Buyer or the Customer and the term “Order” to designate the Order or the Framework Order under the respective type of the contract.
2. **The Seller** shall be deemed to be an individual to whom the Order for the supply of a thing was delivered in writing from the Ordering Party as the draft purchase contract in which it is referred to these Business Conditions or which annexes these Business Conditions, and who made a statement towards the Ordering Party in time or took another timely action from which his consent with the Order content, i.e. the content of the draft purchase contract, and these Business Conditions may be inferred. The Seller expresses his will to supply the ordered things to the Ordering Party.
- The Contractor** shall be deemed to be any individual to whom the Order for the making a work or providing a service (i.e. making of a certain thing, maintenance of adjustment of a thing, adjustment of immovable assets, making, repair or adjustment of a structure or performing an activity with a different outcome) was delivered in writing from the Ordering Party as the draft contract for work in which it is referred to these Business Conditions or which annexes these Business Conditions and who made a statement towards the Ordering Party or took another timely action from which his consent with the Order content, i.e. the content of the draft contract for work, and these Business Conditions may be inferred. The Contractor expresses his will to make the ordered work for the Ordering Party or to provide the ordered service to the Ordering Party. For the purposes hereof, the term “Supplier” shall hereinafter be used to designate the Seller and the Contractor.
3. By entering into the Contract (the moment the accepted Order with these Business Conditions annexed becomes effective), these Business Conditions shall be binding for the Supplier and the Ordering Party who are participants in the contractual relationship.

II. Scope of applicability

The General Business Conditions shall apply in the current wording which the Order refers to or which form an annex to the Order.

In the B part, the General Business Conditions contain general provisions which apply to both the purchase contract and the contract for work that were entered into prior to the acceptance of the Order.

B. General provision applicable for purchase contract and contract for work

I. Terminology

- **Order** shall be deemed a written document titled “Order” or the “Framework Order” issued by the Ordering Party which shall be the relevant draft contract (Offer), either a purchase contract or a contract for work (depending on the subject matter of performance), and designated for and delivered to the Supplier.

- **Contractual Parties** of the Order or the Contract shall be the Ordering Party and the Supplier jointly.
- **Contract** shall be deemed to be the purchase contract or the contract for work made by the Supplier's acceptance of the Order to the Ordering Party in the form of his written demonstration of will or considering the Order content or practice established between the Contractual Parties of by the acceptance of the Order in a such way that the Supplier provides performance to the Ordering Party according to it.
- **Completion Certificate (handover/takeover report)** shall mean a document by signing of which the representative of the Ordering Party certifies that he accepts the performance within the meaning of the Order from the Supplier.
- **Supply** shall be deemed to be the supply of a thing by the Supplier.
- **Services** shall mean the activities provided by the Supplier to the Ordering Party. These activities comprise particularly performance of some works, servicing etc.
- **Business days** shall be all days except for Saturdays and Sundays and public holidays.

II. Services provided by the Supplier

1. Scope of performance

The scope of performance arises from the accepted Order.

2. Place of supply/performance

Unless otherwise stated in the Order, the place of supply of a thing or work handover shall be the seat of the Ordering Party.

3. Time of supply/performance

1. Deadlines and periods (hereinafter referred to as the "Delivery Dates") arranged in the Order shall apply for fulfilment of the supply of things, performance of a work or any other performance (work). Such Delivery Dates shall be binding. The Ordering Party shall not be obliged to accept/take over the thing or another performance (e. g. a work) prior to the expiry of the arranged Delivery Date.

2. No obligation of the Ordering Party to order supply of a thing or any other performance (execution of a work) from the Supplier may be inferred from the Contract concluded on the basis of the Framework Contract unless anything else flows from the Framework Contract. No obligation of the Supplier to supply a thing or any other performance (execution of a work) to the Ordering Party may be inferred from the Contract concluded on the basis of the Framework Contract unless agreed otherwise in the Framework Contract. The obligation to supply a thing or to make any other performance (work) and the obligation to accept a thing or any other performance (work) shall arise on the basis of an Ordering Party's request made to the Supplier following the concluded Framework Contract, i.e. the Framework Order, in a way agreed in the Framework Contract or Framework Order, and accepted by the Supplier, unless anything else flows from the Framework Order.

4. Performance-related documents

1. If the Ordering Party or the Supplier request so, each performed supply of a thing or other performance by the Supplier shall be documented by way of a document on performance ((bill of delivery, takeover record, time sheet, etc.(hereinafter referred to as the "Record")) which shall be signed after acceptance of the thing or any other performance by proxy of the Ordering Party and the Supplier by persons authorised thereto (hereinafter referred to as the "Authorised Person").

2. Without regard to legal standards, the Record shall contain, in particular:

- particulars of the Contractual parties (name, Identification No., registered office),
- place of performance,
- designation of a thing or any other performance (work) which is the subject-matter of the Contract,

- number of the Ordering Party's Order or Framework Order.

5. Cost of transport

The supply of a thing or any other performance shall be delivered free. The cost of particularly transport, package, insurance and duty shall be paid by the Supplier. Such costs shall be included in the price of the supply of a thing or any other performance (work).

6. Risk of damage to a thing/a work made

Risk of damage to a thing/a work made shall pass from the Supplier over to the Ordering Party once the thing/work made is taken over by the Ordering Party. This shall not apply to things that are the subject matter of maintenance, repair or adjustment and that are owned by the Ordering Party where the risk of damage shall not pass over to the Supplier.

7. Acquisition of title

1. The Ordering Party shall acquire the title to a thing/a work made once he takes over the things/work made. This shall not apply to things that are the subject matter of maintenance, repair or adjustment and of which the Ordering Party is the owner.
2. The provision arising out of Point 1 of this Article 7 **shall not apply** if the subject matter of performance is a work which is a copyright work, resp. delivery of a copyright work. In this context, the legal relations to such copyright work between the Ordering Party and the author of such work, more precisely between the Ordering Party and the Supplier, as the person who asserts property rights to a copyright work, are governed by the provisions of the Civil Code regulating the provision of licenses and Act no. 121/2000 Coll., the Copyright Act, as amended.

8. Sub-supply

The Supplier may authorise another person to execute performance (work) under his personal guidance. In this context the Supplier is obliged to inform such person that in the event of faulty performance he is liable for the supplied performance with the Supplier jointly and severally.

9. Price

1. The Ordering Party undertakes to pay the Supplier the purchase price or the price of the work (the "Price" only hereinafter) arranged in the Contract if the Contractual Parties failed to agree only on the manner of determination thereof. In such case the manner of Price determination shall be governed by agreement of the Contractual Parties and the Ordering Party undertakes to pay the Price calculated in the determined manner.
2. Where the Supplier is a VAT payer, he shall be entitled to charge in addition to the Price calculated in the agreed manner also a VAT pursuant to the Act on VAT applicable as at the taxable supply date and the Ordering Party undertakes to pay the Price incl. VAT.
3. The Ordering Party undertakes to pay the price for the supplied thing or any other performance (work) after the takeover of the thing or any other performance (work) on the basis of a tax document that the Supplier is entitled to issue upon the duly supplied thing or performance (work) are taken over by the Ordering Party. In case of recurrent performances or flat prices, the Ordering Party undertakes to pay the agreed price in arrears each time in the month following the months in which the Supplier supplied the thing or performance (part of the work) to the Ordering Party unless the Contractual Parties agree otherwise in the Order.

10. Issue of tax documents

1. Having supplied the thing or handover of any other performance (work) upon fulfilment of the conditions arising out of these Business Conditions or the Contract and within a period set by the relevant law, the Supplier shall make out a tax document or, where the Ordering Party is not a VAT payer the invoice for the Ordering Party to pay the price, and he shall deliver it to the Ordering Party's seat unless stated otherwise in the Contract.

2. The tax document/invoice shall contain any elements set by generally binding legislation for a tax document/invoice, as at the date of taxable supply, the Ordering Party's registration number of the Order that the tax document or the invoice relates to, the number of account to the credit of which the payment is to be made by the Ordering Party. Should the taxable supply be subject to transfer of tax liability under the act on VAT, the Supplier is obliged to proceed in accordance with the respective provisions of the act on VAT. The Supplier is obliged to issue a tax document excluding a tax and indicate the following text on the tax document: the tax will be paid by the Customer.
3. In case of tax documents or invoices issued for any recurrent performance (service, maintenance, recurrent supply of things) calculated for a certain period of time, the Supplier shall clearly state the accounting period.
4. Where a tax document or invoice fails to contain the set or agreed elements, or where such document has been made out contrary to the Contract, the Ordering Party shall be entitled to return such document within the maturity period for repair or completion. In such context, the Ordering Party shall state the reason of the return of the tax document or invoice. The maturity period shall be suspended on the day of the return of the tax document or invoice, and the new maturity period shall start running on the day the repaired tax document or invoice is delivered to the Ordering Party by the Supplier.
5. The Supplier shall enclose to the tax document or invoice a letter certifying the takeover of the thing or making and takeover of any other performance (work) by the Ordering Party (handover/takeover record), in original or a copy thereof. In case of a breach of this duty, the Ordering Party shall not be obliged to pay the tax document or invoice until the Supplier fulfils such duty.
6. The tax document/invoice shall exclusively be made out in A4 format, on standard office paper having a paper stock weight of 80g/sq. m, printed on one-side, with a text on the tax document/invoice printed in black printing ink, and it shall be delivered in one original copy to the Ordering Party's seat unless stated otherwise in the Order. If you send the tax document or invoice electronically, the Supplier shall issue the electronic tax document or invoice in accordance with the act on VAT. The Supplier undertakes to send electronic tax documents or invoices to the Ordering Party to the email address: el.faktury@rwe.cz.

11. Maturity date

1. The agreed price shall be payable within 60 days of the day the tax document or invoice duly made out by the Supplier in line with these Business Conditions or the Contract is delivered to the Ordering Party.
2. The Price shall be deemed to be paid on the day the relevant sum is debited to the Ordering Party's bank account to the credit of the Supplier's bank account.
3. In case of a delayed payment of the price, the Ordering Party shall pay the Supplier interest on overdue payment at a rate of 0.02% of the amount owing for each even commenced day of delay.

12. Payment warranty

Payment of the Price shall neither mean any disclaimer of the rights resulting from the delayed performance, nor shall it mean any acknowledgement that the performance was ordered or was accepted without any reservation.

13. Non assignment/set-off

The Supplier shall not assign the Contract or any claims arising to him out of the Contract towards the Ordering Party to a third party without the prior consent of the Ordering Party in writing. The request for granting consent requires must be made in writing.

14. Duty to inform/notify

Where the Supplier needs any additional information or materials to perform the Contract, he shall forthwith send such request to the Ordering Party by mail, fax or e-mail (electronic mail).

15. Termination of the Contract

1. Either of the Contractual Parties shall have the right to terminate the Contract for recurrent performance concluded for an indefinite period of time or a definite period of time longer than one year, even without giving the reason, by way of a notice in writing delivered to the other Party unless stated otherwise in the Contract.
2. The period of notice shall be 1 (one) month and it shall start running on the first day of the months following the delivery of the notice to the other Contractual Party.
3. The legal effects of the notice shall commence upon expiry of the period of notice. At this moment the obligation arising from the Contract ceases to exist.

16. Withdrawal from the Contract

1. The Supplier and the Ordering Party shall have the right to withdraw from the Contract for reasons stated by law regulating the relevant Contract as a contract type.
2. Except for reasons stated in Points 1 of this Article, the Ordering Party shall also have the right to withdraw from the Contract if:
 - a) the decision on winding-up of the Supplier by liquidation without a legal successor is issued;
 - b) the motion for commencement of insolvency proceedings for the Supplier's estate is filed or if the insolvency proceedings is commenced;
 - c) bankruptcy or execution proceedings are declared with respect to the Supplier's estate;
 - d) the Supplier is in arrears with the supply of a thing or completion or handover of any other performance (work) for a period exceeding 15 days.
3. Except for reasons stated in Points 1 of this Article, the Supplier has the right to withdraw from the Contract also if the Ordering Party is in arrears with payment of the agreed price for a period exceeding 30 days despite a warning in writing delivered to him by the Supplier.
4. The Contractual Party withdrawing from the contract under Points 1 to 3 above shall notify the other Contractual Party of the withdrawal from the Contract in writing. The notification shall be delivered to the other Contractual Party's seat or to the address stated in the Contract. The legal effects of the withdrawal shall commence after the notification on the withdrawal is delivered to the other Contractual Party.

III. Delay in performance

1. Delay by the Supplier

1. Where the Supplier gets into delay with any performance he shall pay the Ordering Party a contractual penalty at a rate of 0.02% of the agreed price for each calendar day of delay.
2. The Supplier shall pay the contractual penalty to the Ordering Party within 15 days of the day, the Ordering Party calls him to do so; the payment shall be made by bank transfer to the Ordering Party's account stated in the Order or determined by the Ordering Party.
3. The provision on the contractual penalty shall not affect the Ordering Party's claim for compensation of damage incurred by reason of the delay. The same applies to all other contractual and legal rights pertaining to the Ordering Party for the delay.

2. Responsibility for defects

1. The Supplier shall be responsible for any defects of supplied things or any other performance (work) in compliance with the relevant legislation of the Civil Code unless anything else flows from the nature of the matter or stated otherwise.
2. The Supplier provides quality warranty to the Ordering Party for supplied things and executed performance (work) with warranty period set for individual types of things and performances (works) made as set forth in the Civil Code or

the Contract where the warranty period agreed in the Contract takes precedence. In cases where quality warranty does not arise from the law or the Contract, the minimum warranty period shall be 12 months.

3. The Supplier shall relieve himself from liability for defects if he proves that the defect was caused by incorrect information provided by the Ordering Party.
4. Where the Supplier fails to relieve himself from liability for defects, he shall be obliged to remove the detected defect at his expense.
5. The Supplier shall commence actions to remove defects within no later than 5 (five) business days of the day he was informed of the defect by the Ordering Party unless agreed otherwise between the Contractual Parties.
6. Where an irremovable defect constituting a material breach of the contract is detected, the Ordering Party shall have the right to withdraw from the contract with the provision that the conditions stated in Art. II, Point 16 hereof are complied with.

IV. Legal succession / transfer of the rights and obligations arising out of the Contract

1. The Ordering Party shall have the right to anytime transfer his rights and obligations not fulfilled as at the moment of the transfer and arising out of the Contract to a third party (the "assignment of the Contract" only hereinafter). Such party is entitled to assume all rights and obligations arising to the Ordering Party out of the Contract that were assigned to it. The legal effects of the assignment of the Contract shall in relation to the Supplier commence no later than upon notification the Supplier thereof by the Ordering Party.
2. The Supplier shall be entitled to assign the Contract within the group of companies or persons. These persons are also entitled to assume the obligations of the Supplier towards the Ordering Party arising to him out of the Contract.

V. General provisions

1. Governing law

The legal relations arising out of the Order or the Contract and not specifically regulated therein 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 in compliance with the Civil Code.

2. Right and jurisdiction

1. Should a discrepancy between the Order or the Contract and the Business Conditions occur, the arrangements of the Order or the Contract shall prevail. The conditions of service rendition shall prevail over the Business Conditions.
2. The Contractual Parties shall primarily resolve any disputes arising out of the Order or the Contract by agreement at the level of statutory bodies, and, failing that, in compliance with the relevant provisions of Czech legislation.
3. The court competent to resolve any and all disputes arising out of the Order or the Contract concluded between the Supplier and the Ordering Party shall be the Ordering Party's general court and, in case of an Ordering Party's legal successor or an entity to which the Contract was assigned, the general court of such entity unless the Contractual Parties agree in writing that the dispute will be resolved by an arbitration court.

3. Contract conclusion based on the Order, Order changes and contractual relationship termination

1. The contractual relationship shall become effective (the Contract is entered into on the basis of the Order) on the day:
 - a) the Order made out in documentary form is signed by the representatives of both Contractual Parties authorised to sign the Order on behalf of the Contractual Parties and delivered to both Contractual Parties,
 - b) The Supplier accepts the Order in manner arranged between the Contractual Parties and informs the

Ordering Party of the acceptance in manner arranged between the Contractual Parties,

- c) The Supplier supplies the thing or any other performance (work) on the basis of the Order and within the period set forth in the Order to the Ordering Party,
2. Any changes (amendments, reservations or limitations) to the Ordering Party's Order made by the Supplier shall be a new Order (Offer – draft Contract).
3. The Ordering Party shall have the right to cancel the Order also within the period designated for its acceptance.
4. Where the Ordering Party's Order is refused by the Supplier or if the Order fails to be accepted within the period designated for its acceptance or if the period for the acceptance of the Order fails to be indicated fails to be reasonable with regard to the nature of the draft Contract and the speed of means that the proposing party used for sending the Order, it shall be deemed that the Supplier failed to accept the Order (the Ordering Party and the Supplier did not enter into the Contract) unless otherwise stated in the Business Conditions.
5. Upon extinction of one Order, other Orders issued by the Ordering Party on the basis of the Framework Order shall not automatically become extinct.
6. The contractual relationship for recurrent performance shall be entered into for an indefinite period of time unless otherwise stated in the Contract or unless it flows from the subject matter of the performance that a Contract for a definite period of time is concerned.
7. The Contract may be modified only in numbered amendments in writing. Concerning the manner of conclusion of amendments, the provisions on Contract conclusions shall apply with necessary modifications.
8. The obligation under the Contract shall be discharged upon the debt settlement, for the Contract concluded for definite period the obligation shall be discharged upon the expiry of the period for which it was arranged, lapsing of notice period, withdrawal from the Contract, agreement of the Contractual Parties as at the date specified in such agreement, or extinction of a legal entity without a legal successor.
9. The fact that the obligation is discharged shall not relieve the Contractual Parties from responsibility and obligation to pay contractual penalties or compensation of damage incurred during the period the Contract was in effect.

4. Occupational safety and environmental protection

1. The Supplier shall be responsible for adherence to principles of Occupational Safety & Health, Fire Protection and Environmental Protection by persons he used for the performance of activities that are the subject-matter of the Contract (the "Employees" only hereinafter) at the workplace he fulfils the supplies or services which are subject matter of the Contract (hereinafter referred to as the "Performance"). The Supplier shall secure that his employees adhere to any and all applicable regulations relating to Occupational Safety & Health, Fire Protection and Environmental Protection at the workplaces and premises of the Ordering Party. Where the Supplier effects any supplies or services at the Ordering Party's workplaces, he shall secure that his employees adhere to the security rules for the Ordering Party's workplace as well as other internal rules regulating Occupational Safety & Health, Fire Protection and Environmental Protection which rules he will be provided to familiarise himself with in each individual case. The waste which arises during the Supplier's activities at the Ordering Party's workplaces shall be the Supplier's waste which the Supplier shall be obliged to remove at his expense.
2. Any products, machinery or electric equipment which is subject matter of the supply shall comply with the provisions of Act No. 22/1997 Coll., as amended, on technical requirements regarding products. Declaration of Conformity and instruction manuals as well as security sheets in line with the REACH regulation shall be handed over to the Ordering Party or the Recipient of the supply. Supplying such documents in the Czech language shall be comprised in the agreed volume of the supply; the Supplier's costs incurred due to this shall be included in prices.

3. The Ordering Party shall have the right to ask the Supplier to forthwith relieve the Supplier's employee performing activities that are the subject-matter of the Contract who by his behaviour puts at considerable risk the safety and health of himself or other employees at the place of the supply or service and replace such employee with a duly advised employee without undue delay.

C. Joint, interim and closing provisions

1. These Business Conditions shall become effective on 1st September 2014.
2. Any and all legal relations arisen between the Supplier and the Ordering Party prior to these Business Conditions taking effect shall continue to remain in force. These legal relations shall continue to be governed by the Business Conditions effective during the period the Contract is entered into.
3. The Ordering Party shall have the right to modify and amend the Business Conditions upon changes to technical, operational, business and organisational conditions on his part or by reason of a change to generally applicable legislation. In the given context, the Ordering Party is obliged to inform the Supplier of the change to the Business Conditions in writing. The Supplier is entitled to refuse the change to the Business Conditions within 30 days of the day when he was informed of such changes and in this context to withdraw from the Contract with a 1 (one) month notice period starting to run on the first day following the month in which the notice was delivered to the Ordering Party.
4. These Business Conditions shall become ineffective towards the Suppliers who did not refuse changes made to the Business Conditions at the moment when the period of 30 days when they may refuse the change to the Business Conditions expires. This provision does not affect the validity of the Business Conditions for the Order and the Contract arisen prior to the amended Business Conditions taking effect. These Orders and Contracts shall not be affected by the change to the Business Conditions and shall continue to be governed by these Business Conditions that form their part.
5. When performing his activities, the Supplier undertakes to adhere to the principles and rules stated in the RWE Code of Conduct as amended that is available at www.rwe.cz/cs/4415-3831/ (www.rwe.com/lieferanten) and at the same time the Supplier undertakes, when performing his activities, to adhere to the principles and rules stated in the Global Compact project of the United Nations Organization that is available at: www.unglobalcompact.org. In particular the Supplier undertakes to adhere to the rules concerning the human rights protection, labour-law relations, environmental protection and anti-corruption rules.

Prague, 1st September 2014