

General Business Terms and Conditions of ENGIE Services a.s.

1. Extent of Validity and Definitions of Terms

- 1.1. The present General Business Terms and Conditions (hereinafter also **GBTP**) regulate the contractual relations between ENGIE Services a.s., ID 261 21 603, registered office at Prague 4, Lhotecká 793/3, postal code 143 00, registered in the Commercial Register of the Municipal Court in Prague, Section B, entry 6192 (hereinafter also **the Buyer, the Client, or ENGIE**), in its position of a buyer (in case a purchase contract is made) or a client (in case a contract to perform work is made) and an entity (hereinafter also **the Seller, the Producer, or the Supplier**) that/who is in the position of a seller (in case a purchase contract is made) or a producer (in case a contract to perform work is made).
- 1.2. The General Business Terms and Conditions are available on the ENGIE internet pages <http://www.engie.cz>. Any supplier may acquaint himself with the ENGIE General Business Terms and Conditions through a free and unlimited access (prolink) to the electronic address of ENGIE (specific link) or its Internet pages.
- 1.3. The following terms, if used in the General Business Terms and Conditions and/or other documents relating the business relations between ENGIE and the Supplier regulated by the General Business Terms and Conditions, have the following meaning:

“Purchase Contract” means a purchase contract within the meaning of the act No. 89/2012 Sb., the Civil Code as amended (hereinafter **the Civil Code**);

“Contract to Perform Work” means a contract to perform work within the meaning of the Civil Code;

“Contract” means both the Purchase Contract and the Contract to Perform Work;

“Purchased Object” means a thing that is to be sold by the Seller to ENGIE in its position of the Buyer according to the Purchase Contract;

“Work” means work that should be done by the Contractor for ENGIE in its position of a Client according to the Contract to Perform Work;

“Performance” means both the Purchased Object and the Work;

“Price” means both the purchase price and the price for the Work.

2. Offer and its Acceptance, Contract, Subject Matter of Contract, and other Essentials

- 2.1. Any offer must be specific and must include all essential elements of a contract (i.e. especially the Purchased Object identification, date of the Purchased Object handover to ENGIE, and the purchase price (VAT excluded) in case a Purchase Contract is to be made; or the Work identification, date of the Work handover to ENGIE, and the purchase price (VAT excluded) in case of a Contract to Perform Work is to be made). ENGIE seat will be the place of the Performance handover if such place is not specified expressly in the offer. If the offer does not specify expressly any deadline for the offer acceptance, it can be accepted within maximum 3 days from its making shown in the offer. On the last day of the said period of time, it must be accepted by maximum 3:00 PM. If the offer does not specify expressly otherwise, it can be accepted in one of the following forms only: in writing, by fax, or by an electronic message from a person authorized to do so; such person will confirm the offer acceptance by his/her signature (in case of acceptance in a written or fax form) or electronic signature (in case of acceptance by means of an electronic message). If an offer is made or accepted by an individual on behalf of the Supplier who is a legal person, and the capacity of such individual to do so does not follow from the Supplier's copy of entry in the Commercial Register or any other similar register, such individual must submit to ENGIE, at the time of the offer making or accepting at the latest, a valid power of attorney authorizing the given individual to act on behalf of the legal person.

The Contract will be made in the moment of the delivery of the offer acceptance by one contracting party to the other. In case the offer is not accepted in any of the forms specified above or in a form specified in the offer by the deadline following from the offer or from the General Business Terms and Conditions, no Contract will be made. ENGIE may withdraw its offer fully or partially at any time before the delivery of the Supplier's notification that he accepts the ENGIE's offer. ENGIE is obliged to inform the Supplier immediately about the offer recall. The Supplier's answer defining the content of the proposed Contract using different words is not considered to be the acceptance of the ENGIE's offer. No ENGIE offer may be accepted with an amendment or deviation made by the Supplier.

- 2.2. The Contract can be also be made at a personal meeting of the contracting parties. In such case, the Contract will be made in the moment of its signing by both contracting parties.
- 2.3. The Performance is specified exactly by an offer or a written contract mutually confirmed and approved (accepted) by the parties, by other documents (if such documents have been drawn and handed over with the offer or the written contract), and by the provisions of the General Business Terms and Conditions. The Supplier undertakes to hand over to ENGIE the subject matter of the Performance complying fully with the Contract, documents and ENGIE express or implied requirements resulting from the ENGIE needs or the nature of the Performance. The Supplier undertakes to ensure at his own expense everything he needs for proper performance of all his duties according to the Contract. ENGIE's unilateral change of any requirement relating the Performance is allowed till the Performance takeover by ENGIE.
- 2.4. The Performance takeover from the Supplier, its payment by ENGIE, or any other ENGIE acts do not mean an approval of the Supplier's business terms or forms.
- 2.5. The Supplier undertakes to notify ENGIE in writing of any inappropriate instructions shown in the offer with respect to the Performance, contract, document, or requirements given or provided by ENGIE to the Supplier. He shall do that immediately after the receipt such documents.
- 2.6. The Supplier and ENGIE are obliged to provide necessary mutual cooperation required for proper performance of duties according to the Contract, and to keep required contact with each other. The Supplier and ENGIE are obliged to appoint persons who will ensure mutual contacts and cooperation and solve the matters issuing from the performance of duties according to the Contract or from such duties checking. If such person is changed or unable to ensure the contact and mutual cooperation and to solve the matters issuing from the performance of the Contract, the Supplier or ENGIE are obliged to appoint immediately another person who will ensure mutual contacts and cooperation and solve the matters issuing from the performance of the Contract, and to notify the other contracting party of such change. Mutual contacts between the Supplier and ENGIE will occur in person; in case of need, it may also occur in a written or electronic form. The Supplier and ENGIE undertake, upon request of anyone of them, to draw a written record about the mutual contact, handed- over documents or other facts. Such record will be signed by the negotiating persons.

3. Date of Performance Handover

- 3.1. The Supplier is obliged to hand over the Performance properly and in the agreed time to ENGIE or to a person appointed by ENGIE, at the place of the Performance handover and under the conditions specified in the Contract or resulting from the General Business Terms and Conditions. If the Supplier is to hand over the Performance at more different places or in parts on the basis of a binding schedule of the Performance handover, the Supplier is obliged to hand over to ENGIE or a person appointed by ENGIE the given part of the Performance properly and in time according to the binding schedule of the Performance handover, at the place of handover of such part of the Performance, and under the conditions specified in the binding schedule or in the Contract, or resulting from the General Business Terms and Conditions.
- 3.2. If there is an imminent risk of the Supplier's delay with fulfilment of his duties towards ENGIE (even if the date of the Performance handover is not endangered immediately), the Supplier is obliged to notify ENGIE of it without any undue delay, to specify the reasons of delay, its expected duration and influence of the delay on meeting the Supplier' duties, and to

ask ENGIE for instructions how to proceed. In such case, ENGIE may withdraw from the contract; however, it is obliged to notify the Supplier of it immediately.

- 3.3. The Supplier is obliged (unless any other date follows from his duties) to hand over to ENGIE, on the day of the Performance handover at the latest, all declarations of conformity according to the act No. 22/1997 Sb., on technical requirements made on products and on changes and amendments of some acts, as amended (hereinafter the **Act on Technical Requirements Made on Products**) and other legal regulations, certificates of the Performance origin, all bills of delivery, warranty certificates and safety sheets, attestations, technical documents, accompanying technical documentation and drawings, operation manuals, installation diagrams including all connections and necessary construction adjustments, processing instructions, warehousing or operation rules, maintenance rules, warnings of dangerous properties of the Performance and instructions relating the safety measures, or any other documents required by ENGIE, in the form determined by ENGIE, in accordance with the valid technical and legal regulations binding for both contracting parties. Unless ENGIE requires some other data to be specified in the bill of delivery, the bill of delivery must show at least the date, Supplier's and ENGIE's trade names, their registered offices and identification numbers, the order or contract identification, accurate identification of the Performance, its production or other numbers, identification data of individuals who signed the bill of delivery. If the Performance is to be handed over gradually or in parts, it must be shown in the bill of delivery. Unless the order shows otherwise, or unless ENGIE asks for handover of documents in other languages as well, all documents will be in the Czech language. The Supplier is obliged to ensure all documents and hand them over to ENGIE at the Supplier's own expense. If the Performance or its part comes from abroad, the Supplier is obliged to notify ENGIE of it and to meet all legal, formal, financial, or other duties resulting from such fact so as ENGIE did not suffer any expenses and could use the Performance without limitations at any place and at any time immediately after its handover.
- 3.4. If the Supplier is in delay with the Performance handover due to an extraordinary and impassable obstacle which has occurred independently on the Supplier's will and which prevents him performance of his duties, the Supplier may ask for extension of the date of the Performance handover; however, the extension may not exceed the period for which the Supplier was not able to meet the original date of Performance handover. If any such obstacle arises, the Supplier is obliged to notify ENGIE in writing of reasons preventing him from proper and timely fulfilment of his duties. At the same time, the Supplier is obliged to take all measures to overcome the said reasons. Should the Supplier fail to meet the said duties, his right to claim such obstacle and ask for extension of the term of the Performance handover will cease. Any obstacle arising due to the Supplier's personal circumstances, or arising during the period when the Supplier has already been in delay with fulfilment of his agreed duties, and/or any obstacle that the Supplier was obliged to overcome according to the Contract will not discharge the Supplier from the duty to compensate the damage caused by the delay.
- 3.5. ENGIE will not accept any change of the date of the Supplier's duty fulfilment if such change is caused by the Supplier or by a third person who participates in the Supplier's performance of duties of the Supplier's will.
- 3.6. The Performance is considered duly handed over by the Supplier and taken over by ENGIE on the day on which ENGIE takes over the Performance, which will be certified by a record. ENGIE is not obliged to take over the Performance if the Performance shows any defects and deficiencies, even if such defects and deficiencies do not prevent the proper use of the Performance for the purpose for which the Performance was intended. ENGIE is not obliged to take over the Performance if it does not receive, together with the Performance at the latest, all documents relating the Performance, or if such documents are not original or complete, or if they show any other deficiencies. ENGIE is neither obliged to take over the Performance if it does not receive the agreed spare parts or other things together with the Performance, or if they show deficiencies.
- 3.7. In case the Supplier is, in accordance with the Contract, obliged to perform the Performance assembly and/or put it into operation, train the operators, test the Performance, or fulfil any other similar duty relating the Performance, ENGIE will take over the Performance only after proper fulfilment of such duties by the Supplier. The Supplier is obliged to ensure proper fulfilment of such duties at his own expense and to prove properly the duties fulfilment to ENGIE.

- 3.8. Should ENGIE take over the Performance even if it is not obliged to, the facts reasoning the refusal of the Performance takeover will be recorded and the contracting parties will agree a deadline by which such defects or deficiencies will be removed by the Supplier. However, such deadline will not be considered to be a change of the originally determined date of the Performance fulfilment by the Supplier. The originally determined date of the Performance handover by the Supplier will be binding for assessment of ENGIE's rights towards the Supplier resulting from the delay of the Performance handover.
- 3.9. The Performance forms always a separate unit and will be handed over all at once, unless the contracting parties agree otherwise. A part of the Performance may be handed over only if such handover has been agreed in the Contract or if ENGIE agrees with it.
- 3.10. The Supplier may hand over the Performance before the date of the Performance handover with ENGIE's approval only. In such case, however, the Supplier may settle the Performance price only after the lapse of the date of the Performance handover agreed in the Contract, on condition that all conditions authorizing the Supplier to settle have been met.
- 3.11. Should the Performance takeover require ENGIE's cooperation, the Supplier is obliged to inform ENGIE sufficiently in advance what kind of cooperation is required by ENGIE to take over the Performance. Should the Supplier fail to do so, ENGIE will not be in delay with the Performance takeover until an appropriate period of time elapses from such information delivery to ENGIE by the Supplier.
- 3.12. ENGIE may at any time require the Supplier to discontinue the fulfilment of his duties. In such case, the Supplier is obliged to discontinue his activities immediately until he receives an instruction to continue from ENGIE, or until the discontinuation period determined by ENGIE in its request for discontinuation elapses. The Supplier may not ask ENGIE for payment of any storage fee or any other expenses arising from the discontinuation for the first 15 days from the date of the discontinuation. Due to ENGIE's request for discontinuation, the dates of the Supplier's fulfilment of duties will be extended by the discontinuation period required by ENGIE.
- 3.13. The Supplier is obliged to ensure that the persons who fulfil the Supplier's duties towards ENGIE at the place determined by ENGIE respect all measures, orders or prohibitions imposed by ENGIE or any person acting on the basis of ENGIE's instructions. These are mainly the duties to respect the internal safety regulations relating the stay at ENGIE's premises, to stay only in the defined premises, to prove one's identity upon request, to use clothes identifying the Supplier, and to fulfil other duties resulting for the Supplier from the General Business Terms and Conditions, the Contract, or legal regulations.

4. Price and Payment Conditions

- 4.1. The price is a fixed contractual price, VAT excluded.
- 4.2. The price includes the full Performance, is final and valid for the whole period of the Contract duration, unless it is changed. The price may be increased or reduced only by means of an amendment to the Contract approved in writing by the contracting parties. The Supplier takes over and bears the danger of change of circumstances in accordance with the provision of section 1765 (2) of the Civil Code.
- 4.3. The price will be settled on the basis of the Contract after the Supplier meets his duties to deliver the Performance and all things pertaining to it to ENGIE and to meet all other Supplier's duties.
- 4.4. If the price depends on the weight, volume, length or other Performance properties, the price will be accounted according to the actual weight, volume, length or other Performance properties ascertained at the Performance takeover by ENGIE. No Performance may be supplied in lower than agreed weight, volume, length or other Performance properties, and no deviation is allowed.
- 4.5. No inflation, changes of exchange rates, legislative changes or any other influences, except for the conditions specified in the General Business Terms and Conditions and/or in the Contract may influence the price increase.
- 4.6. The price includes also all the Supplier's cost required for proper fulfilment of his duties

according to the Contract, particularly all costs related to construction works, scaffolding, energies, transfers of material to the place of the work performance, safety devices, costs related to the occupational health and safety, fire safety, environment protection, cost of staff related to both the Supplier's employees and other persons used by the Supplier for his duties fulfilment, cost of transportation to the place of the Performance handover, insurance, packing, taxes (except for VAT), custom duties and other fees and charges, price of the documents, assembly, putting into operation, operators' training, testing, activities of the construction site managers and other qualified persons during the fulfilment of duties towards ENGIE, necessary expenses related to the official approval of the construction, or any other costs incurred by the Supplier that must be paid by the Supplier in relation with the Performance, its transportation, or other circumstances.

- 4.7. The price will be paid to the Supplier on the basis of a tax document. Such document must always show all essentials and must be accompanied by all annexes required by the General Business Terms and Conditions and the act No. 235/2004 Sb., on the value added tax as amended (hereinafter the **VAT Act**). The payments will be performed in the currency specified in the Contract or in the offer.
- 4.8. A bill of delivery certifying the Performance takeover confirmed by ENGIE in writing will always be attached to the tax document. The tax document will be sent to ENGIE in two counterparts within maximum 15 days from the Performance takeover.
- 4.9. The tax documents are payable within the period of time agreed in the Contract, otherwise within sixty calendar days from the day of the invoice delivery to the Client's registered office and/or to another site specified in the Contract for invoices delivery. In the above given period of time, ENGIE is not obliged to pay the retained amount agreed in the Contract. The tax document is considered paid on the day on which the given amount is taken off the ENGIE account. ENGIE is not obliged to pay the tax document if it ascertains that the Performance or any other Supplier's duty towards ENGIE shows defects, was not fulfilled properly, or if ENGIE suffered damage or the damage is imminent due to the Supplier's activity (and/or failure to act). If such damage can be quantified, ENGIE may set off its claim for compensation for damage against the Supplier's claim resulting from the tax document, and is obliged to pay to the Supplier only the difference between the amount settled by the tax document and the set-off compensation for damage. ENGIE is obliged to inform the Supplier immediately about the reason and extent of the tax document non-payment. The Supplier is obliged to propose to ENGIE the way how to remove the defects or compensate the damage to ENGIE unless ENGIE has already set off the claim for the compensation for damage.
- 4.10. A tax document must always show:
- The contract (offer) number and name of the Performance and/or other data relating the Performance if ENGIE requires so at any time before the tax document issue;
 - The Supplier's account number. The Supplier must give a number of a bank account published in the way determined in the act No. 235/2004 Sb. on the value added tax;
 - Essentials determined by the act No. 235/2004 Sb. on the value added tax;
 - Information about the registration in the Commercial Register, including the case No.;
 - Day of the Performance takeover by ENGIE;
 - Maturity according to the General Business Terms and Conditions and/or the Contract;
 - Settled amount, itemized to the payment as such and VAT;
 - Stamp, signature.

If the price consists of several items, they must be accounted separately in the tax document by the Supplier.

- 4.11. Should the tax document fail to include the essentials specified in the General Business Terms and Conditions and/or other data relating the Performance (in case ENGIE will require the Supplier to show such data on the tax document at any time before the tax document issue), ENGIE may return the document to the Supplier for correction and not to register such tax document in its system. In case a tax document will be returned, the reason for the return must be given. The maturity period will start to run from the beginning on the day of delivery of the corrected tax document to ENGIE.
- 4.12. In case ENGIE pays an advance payment, it will be taken into account by the Supplier at the tax document issue and will be set off against the price. The Supplier may not consider such

advance payment to be some form of compensation; he may neither use it in any other way. Should ENGIE withdraw from the contract, the Supplier is obliged to return the whole advance payment immediately to ENGIE.

- 4.13. Payment of any amount by ENGIE does not mean any acknowledgment of the obligation to pay the remaining amount or any acknowledgment that the Supplier has fulfilled properly his duties towards ENGIE. Payment of any amount by ENGIE does not relieve ENGIE from the right to require repayment of the paid amount or its part in case ENGIE becomes entitled to repayment of the paid amount or its part by the Supplier; the Supplier is obliged to repay such amount to ENGIE.
- 4.14. Any Supplier's claim towards ENGIE may neither be assigned to any third part nor pledged in favour of a third person without a previous written consent of ENGIE. No other Supplier's right or duty may be assigned or transferred to a third person without a previous written consent of ENGIE.
- 4.15. Should the Supplier be or become an unreliable tax payer within the meaning of the act No. 235/2004 Sb. on the value added tax, ENGIE may at its own discretion either pay the amount corresponding to the value added tax payable from the taxable Performance taken over by ENGIE from the Supplier not to the Supplier but to the bank account of the appropriate Supplier's tax administrator reserved for the value added tax payment and identify the payment as VAT payment under the Supplier's tax ID, or withhold the amount corresponding to the value added tax payable from the taxable Performance taken over by ENGIE from the Supplier until the tax administrator publishes, in a way allowing remote access, the fact that the Supplier is not a reliable payer.
- 4.16. Should ENGIE ascertain that the Supplier has not paid his sub-suppliers' due and properly arisen claims for performance related to the fulfilment of the Supplier's obligations towards ENGIE, ENGIE may ask the Supplier to make an agreement with ENGIE according to which ENGIE could pay directly the claims of the Supplier's sub-suppliers. In such case, ENGIE would not be obliged to pay the amounts concerned to the Supplier. ENGIE may set off such payments against the next mature Supplier's claims. ENGIE will not be in delay with payment of its obligations towards the Supplier from the moment of the start of the Supplier's delay with payment of his obligations towards the above mentioned sub-suppliers till the moment of the obligations set-off in a way considered sufficient by ENGIE.

5. Supplier's Duties

- 5.1. The Supplier will pass the Performance to ENGIE's ownership free of any factual or legal defects. The Supplier is responsible for non-existence of such defects and for ensuring that no rights of third persons will be breached by his activities during the fulfilment of his duties towards ENGIE or as a result of such activities, and that no rights of third persons will be breached after the Supplier fulfils his duties.
- 5.2. The Supplier is obliged to check at his own expense the Performance and its functionality corresponding to ENGIE's requirements and to record the result of such checking in the documents he will hand over to ENGIE at the time of the Performance handover. The Supplier is responsible for the accuracy and completeness of the data about the Performance and its functionality checking, even if the checking was performed by a third person. Should the Supplier fail to do so, or should the proper checking of the Performance be not evident, ENGIE is not obliged to take over the Performance. Should ENGIE take over the Performance even if the Supplier does not fulfil his duties, the Supplier is obliged to reimburse to ENGIE all expenses incurred by ENGIE in relation with the Performance and its functionality checking.
- 5.3. Should ENGIE ask to be allowed to participate in the Performance and its functionality checking before the Performance takeover, the Supplier is obliged to invite ENGIE in a provable way to participate in the checking at least 5 days before the checking is performed. Should the Supplier fail to fulfil such duty, ENGIE may ask for the Performance checking in presence of ENGIE at the Supplier's expense.
- 5.4. ENGIE has the right to perform a check of the Performance and its functionality before ENGIE takes over the Performance. Should the check prove that the Performance shows defects, the Supplier is obliged to reimburse to ENGIE the expenses incurred by ENGIE in relation with the check, including all potential costs of expert examination by an expert appointed by ENGIE.

- 5.5. The Supplier will ask ENGIE at least 5 days before the planned date of the Performance handover to take over the Performance at the determined place and time (hour). The determined time must correspond to ENGIE's possibilities to take over the Performance.
- 5.6. The Supplier may use a part of the Performance and/or the whole Performance for his presentation or promotion only under a previous written consent of ENGIE.
- 5.7. The Supplier is obliged to allow ENGIE to check proper performance of duties by the Supplier; such check may be performed even by a third person authorized to do so.
- 5.8. The Supplier is obliged to pack the Performance and to secure it properly for the purposes of transportation to the place of handover, taking account of the nature of the Performance and using a way minimizing any negative impacts on the environment; in doing so, the Supplier is obliged to secure maximum possible protection and preservation of the Performance during the transportation. In case any special caution is needed during the Performance unpacking or other handling, the Supplier is obliged to unpack the Performance or handle it free of charge, or to provide ENGIE sufficiently in advance before the date of the Performance handover with written instructions for unpacking or other handling the packed Performance. The price of the packing is included in the overall price. Should ENGIE ask so, the Supplier is obliged to ensure the Performance unpacking at the place of the Performance handover and the packing liquidation at the Supplier's expense.
- 5.9. Should ENGIE ask so, the Supplier is obliged to prove to ENGIE that the Supplier has become an owner of the Performance, its parts or materials out of which the Performance is assembled or made, that the Supplier is an authorized user of the industrial or intellectual property rights required for the delivery of the Performance to ENGIE, and that the Supplier has paid all compulsory payments resulting from it. Should the Supplier fail to prove such facts within an appropriate period of time after the delivery of ENGIE's requirement, ENGIE may withdraw from the contract.
- 5.10. Should ENGIE ask so, the Supplier is obliged to submit to ENGIE immediately a list of persons who cooperate with the Supplier at performance of the Supplier's duties towards ENGIE, or persons who have supplied the Supplier with important parts or materials used by the Supplier for the Performance assembly or making, or who have provided other services required by the Supplier for fulfilment of his duties towards ENGIE. ENGIE may require the Supplier to ensure the fulfilment of his duties by himself or by other third persons in case that the proper performance of the Supplier's duties with the aid of third persons chosen by the Supplier is endangered. In such case, the Supplier is obliged to ensure immediately the fulfilment of his duties by himself or by other third parties and to inform ENGIE about it. Should the Supplier fail to fulfil such duties within an appropriate period of time after the delivery of ENGIE's requirement, ENGIE may withdraw from the contract.
- 5.11. The Supplier is obliged to fulfil properly his duties towards ENGIE regardless of whether he fulfils certain parts of his duties on his own, or with the aid of third persons.
- 5.12. The Supplier undertakes to fulfil his duties through his employees who have appropriate qualification, who are trained properly by the Supplier in all safety risks relating the Performance implementation and the occupational health and safety, and who have appropriate authorizations to their activities performance. The Supplier undertakes to fulfil all his legal and contractual duties towards the employees, particularly not to breach the Labour Code No. 262/2006 Sb. (hereinafter the **Labour Code**), the Employment Act No. 435/2004 Sb. and the legal regulations regulating the occupational health and safety.
- 5.13. The Supplier undertakes to maintain insurance of liability for damage caused to ENGIE and to show, upon ENGIE's request, the appropriate documents (insurance contract, insurance certificate etc.) evidencing the existence, extent and conditions of his insurance and proper fulfilment of his duties resulting from the insurance contract. Should the Supplier's insurance not correspond to the damage that could be caused to ENGIE by the Supplier, the Supplier is obliged to make, immediately after getting ENGIE's request, such insurance that will correspond to the damage imminent to ENGIE, and to submit to ENGIE the appropriate documents (insurance contract, insurance certificate etc.) relating such agreed insurance. Should the Supplier fail to fulfil such duties in an appropriate period of time, ENGIE may withdraw from the contract.

5.14. The Supplier undertakes to fulfil properly the duties resulting from the decisions of administrative authorities if such decisions were delivered to the Supplier and relate his duties towards ENGIE.

5.15. Should the subject matter of Performance be a construction work, the Supplier as the work contractor shall especially:

- Draw a construction site handover record with ENGIE in form of a construction site acceptance record. Such record must always be signed by the responsible representatives of both contracting parties;
- Keep a building log for the whole period of the performance of work in the extent specified by the act No. 183/2006 Sb, on landscape planning and building order as amended (hereinafter the **Building Act**), and by the regulation of the Ministry for Local Development No. 499/2006 Sb., on documentation of constructions as amended (hereinafter the **Regulation on Documentation of Constructions**). Should ENGIE make any record in the building log, the Supplier is obliged to comment on it within three working days. Should the Supplier not comment on the record within the given period of time, it is assumed he agrees with it. The building log will be available to ENGIE without any restrictions for the whole period of the work performance and ENGIE may take the parts written all over off the building log continuously. The building log will be handed over to ENGIE in the moment of the work handover;
- Ensure the required cooperation at the construction site for the whole period of the work performance, which means regular presence of the Supplier's employee authorized to act in matters relating the work performance and the occupational health and safety. The Supplier is obliged to notify the Client of the name of such person and/or of all potential changes.
- Should any defects in the handed-over project documentation be found during the work performance, the Supplier will ensure an immediate removal of such defects of the project documentation so that such defects do not prevent the Supplier from terminating the work properly and in time. Any defects in the documentation will be notified immediately by the Supplier to ENGIE's representative authorized to deal with technical matters;
- Ensure and guarantee the construction site manager's activity within the meaning of the Building Act and other legal regulations as amended. The Supplier is obliged to notify ENGIE of the Supplier's responsible employee who will work as the construction site manager on the day of the construction site handover at the latest and to put such person's name in the construction site acceptance record. The construction site manager is responsible for the professional implementation of the work. He shall particularly:
 - Manage the way and progress of the work implementation to ensure the occupational health and safety, proper installation and operation of the technical equipment, professional fitting of machines and equipment, the building log keeping etc.;
 - Bear responsibility for the conformity of the spatial position of the work with the documentation, for compliance of the work with the general technical requirements, valid standards and other technical regulations issued for the work implementation (especially the planning and construction permit);
- Invite ENGIE in a provable form and sufficiently in advance to perform an inspection and/or take over the parts of the work that will be covered. Such invitation must be put down in the building log and the date of inspection must be notified to ENGIE at least three working days before covering the given part of the work. Should the Supplier cover a part of the work without inviting ENGIE to inspect it, ENGIE may ask for such part of the work uncovering at the Supplier's expense to perform the inspection;
- Perform daily inspection of the live electrical equipment located at the place of the work performance and/or of other important equipment, and record the result of such inspection in the building log;
- Hand over to ENGIE, sufficiently in advance before the work handover, the technical documentation necessary for the official approval of the construction, investor's and user's takeover, and the documentation of the actual work performance;
- Ask ENGIE sufficiently in advance, especially by means of a record in the building log, to commence the takeover procedure or performance of tests. ENGIE will always be asked at least three working days before the commencement of the takeover procedure. The results of the takeover procedure or testing will be put into a record signed by both contracting parties;
- Allow, sufficiently in advance, proper performance of the Supplier's activities supervision during the work performance, even by means of an authorized technical supervisor or any other person authorized by ENGIE to perform the inspection;
- Train his employees and warn them of all risks at the construction site and determine the way of protection and prevention from accidents and other harms to health. The Supplier will

- submit to ENGIE a written document evidencing the training. Such document will also contain comprehensive assessment of all safety risks. The Supplier undertakes to ensure his own supervision over the occupational safety within the meaning of the Labour Code and other valid legal regulations;
- Provide his employees with personal protectives, work clothes and shoes, washing, cleaning and disinfecting means, and protective drinks according to their professions, activities and risks, and check their proper use;
 - Investigate the circumstances of any accident that may happen to the Supplier's employee or any other person at the construction site, draw a record about the accident, perform all other acts resulting from the accident, and inform ENGIE about it;
 - Ensure and check the compliance with the legal regulations governing the environment protection, waste disposal and ecological prevention by all persons staying at the construction site with the Supplier's knowledge, and compliance with the measures determined in accordance with the requirements of the certified environment management system according to the appropriate ISO or any other standard;
 - Dispose of all waste and packs arising from the work performance on the day of the work handover to ENGIE at the latest;
 - Clear the construction site on the day of the work handover to ENGIE at the latest;
 - Not allow presence of unauthorized persons at the construction site and secure the construction site against entry of such persons. The Supplier is responsible for all activities of unauthorized persons and their consequences and is obliged to inform ENGIE about them;
 - Should any decision be made or changed by any authorities (relating e.g. the construction, transportation, energies, environment protection, water supply and distribution, hygiene etc.) during the work performance, the Supplier is obliged to notify ENGIE of it immediately, provide for such decisions or their changes together with ENGIE or according to ENGIE instructions, and should ENGIE grant full power to represent, the Supplier is obliged to act properly as ENGIE's representative and provide full cooperation to ENGIE at ENGIE's activities aimed to obtain a decision or to change a decision of such authorities;
 - Should any authorized persons having a contractual relation to ENGIE be present at the construction site, the Supplier undertakes to allow them proper performance of their duties towards ENGIE and to coordinate his own activities with them. Any potential disputes between the Supplier and such persons, or defects of such persons' activities ascertained by the Supplier must be notified to ENGIE by the Supplier without any undue delay;
 - Perform only such activities at the construction site that are required for the work performance. The Supplier may not transport to or store at the construction site any dangerous substances or equipment, perform experiments, dangerous or any other activities that could cause damage, delay or disable performance of the Supplier's duties, or have another negative impact.

6. Ensurance of Safety

- 6.1.** The Supplier will notify ENGIE of all circumstances that could endanger life and health of any persons, operation, technical equipment, living environment, objects or other things or rights during any disposal and use of the Performance.
- 6.2.** In case any ecological, hygienic or safety risks could be related with the Performance, or in case some special rules or regulations are imposed on the use or disposal of the Performance or its part, the Supplier is obliged to notify ENGIE of such facts immediately and in writing. Should the Supplier breach such duty, he is obliged to pay all damage or other harms incurred by ENGIE or any third person and/or reimburse to ENGIE any amount paid by ENGIE to a third person as compensation for damage or other harms.
- 6.3.** The Supplier is obliged to train ENGIE's employees or persons identified by ENGIE and warn them of all risks that may occur during the disposal and use of the Performance, and will determine the way of protection and prevention from accidents and other bodily or other harms. The Supplier will submit to ENGIE a written document evidencing the training. Such document will also contain comprehensive assessment of all safety risks.
- 6.4.** By the time ENGIE takes over the Performance, the Supplier will be responsible for compliance with legal regulations regulating the environment protection, waste disposal and ecological prevention. Should ENGIE require so, the Supplier is obliged to issue a written certificate confirming the compliance with the said duty and hand over all respective documents to ENGIE.

- 6.5. The Supplier undertakes to remove, at his own expense, all wastes and packs arising from the performance of his duties till the moment of the Performance takeover by ENGIE, or arising from the Performance unpacking. The wastes and packs will be removed by a person authorized by the Supplier who will keep records within the meaning of the act No. 185/2001 Sb., on wastes and on changes some other acts as amended (hereinafter the **Wastes Act**).
- 6.6. The Supplier is obliged to perform immediately all acts required to remove the risk endangering the life and health of any persons, the operation, technical equipment, environment, objects or other things or rights, required justly by ENGIE or a person authorized by ENGIE.
- 6.7. The Supplier' duties towards his employees are also applied to all persons participating in the Performance implementation.

7. Passage of Danger of Damage, Passage of Proprietary Right to Performance, Warranty, Defects of Performance

- 7.1. The danger of damage to the Performance will pass from the Supplier to ENGIE in the moment of the full takeover of the Performance by ENGIE from the Supplier. In such moment, ENGIE will become the owner of the Performance and, at the same time, the warranty period will start to run unless the Contract of the General Business Terms and Conditions provide otherwise. Should the Supplier perform the work at the ENGIE's, on its land or on a piece of land procured by ENGIE, the Supplier will bear the risk of damage of the work; however, ENGIE will own the work unless the Contract specifies otherwise.
- 7.2. The Supplier will provide 36-month warranty period to ENGIE, unless the parties agree otherwise in the Contract. Should the Supplier provide, in accordance with the Contract, a different warranty period for individual components and parts of the Performance than for the whole Performance, such components and/or parts of the Performance and their respective warranty periods will be accurately specified in a separate list that will form a part of the acceptance record. Should ENGIE resell, hand over or provide in any other way the Performance or its part to a third person without using the Performance or its part, the warranty period starts to run no sooner than in the moment of the Performance or its part takeover by such third person.
- 7.3. The Performance will be considered to have defects if it does not correspond to the intended result or purpose of use and/or does not have properties determined by the Contract and the generally binding legal regulations. An aesthetic defect (e.g. scratching, unequal colours etc.) will also be considered defects although they do not influence the functionality of the Performance.
- 7.4. The Supplier is responsible for the defects shown by the Performance at the time of its takeover by ENGIE. The Supplier will be responsible for the defects covered by the warranty in the extent of such warranty and for all its period, including any its extension.
- 7.5. The Supplier will be responsible for the Performance defects arising even after the lapse of the warranty period specified in Article 7.2 or in the Contract if such defects were caused by a breach of the Supplier's duty.
- 7.6. A notification of defects must be sent to the Supplier in writing without any undue delay after the defects finding. In doubt, the notification of defects will be considered delivered to the Supplier on the third day after sending. The defect must be described in the notification and ENGIE must choose one of the options specified in Article 7.7 below.
- 7.7. If ENGIE finds any defect of the Performance, it may choose one of the following claims:
- Free removal of the defect in form of a new Performance or its defective part within a reasonable period of time;
 - Free removal of the defect in form of the Performance defective part repair;
 - Reasonable price discount;
 - Withdrawal from the Contract.
- In addition to the said claims, ENGIE may require the Supplier to pay the compensation for damage or other harms incurred due to the Performance or its part defect, and the reimbursement of lost profit.

- 7.8.** Should ENGIE require free removal of the defect in form of the Performance or its part repair, the Supplier is obliged to remove the defect of the Performance or its part without any undue delay, within maximum 3 days from the day of delivery of the defect notification to the Supplier, including the place where the Performance is located if the Performance is located at another place than the place of its takeover by ENGIE. In case of unsuitable climatic conditions, necessity of the equipment outage, or longer time required for procurement of the spare parts that have been found defective, the parties will agree a reasonable period of time. Should the Supplier fail to meet his obligations, ENGIE may ask any other entity for the repair, or may perform the repair on its own. In such case, ENGIE will then charge the expenses related to such repair to the Supplier and the Supplier is obliged to pay the charged amount to ENGIE within 21 days from the delivery of the respective statement.
- 7.9.** In necessary cases (e.g. in case of the operation continuity endangering due to the Performance defects) notified by ENGIE to the Supplier together with the notification of defects, or if the Supplier fails to perform steps required to remove the Performance defects without any undue delay, ENGIE may ask another entity to perform the repair, or may perform the repair on its own. In such case, ENGIE will then account the expenses related to such repair to the Supplier and the Supplier is obliged to pay the accounted amount to ENGIE within 21 days from the delivery of the respective statement. ENGIE may proceed in this way even if the Supplier declares he is not able to repair the Performance or its part, or if it follows from the information obtained by ENGIE that the Supplier is not able to repair the Performance or its part. ENGIE may proceed in this way as well if the Supplier was in delay with the fulfilment of any of his duties towards ENGIE and ENGIE is interested in an immediate removal of the defect of the Performance or its part.
- 7.10.** The Supplier will remove the defects of the Performance or of its part by providing new Performance or its part, or by a repair of the defective part of the Performance at the Supplier's own expense, without regard to the place where the Performance is located and where the defects of the Performance will be removed, even if such place was abroad or at another place than that where the Performance was taken over by ENGIE.
- 7.11.** The warranty period will be extended by the period of time for which the Supplier was repairing or replacing the defective parts of the Performance if the whole warranty period does not start to run from the beginning according to the General Business Terms and Conditions or the contract.
- 7.12.** The warranty period will not run for the period for which ENGIE or any third person to whose use or ownership the Performance has been transferred was not able to use the Performance due to its defects for which the Supplier is responsible. Should the defect be removed by provision of new Performance or its defective part, the whole warranty period will start to run again from the moment of the new Performance or its defective part takeover by ENGIE from the Supplier. In such case, the danger of damage will pass to such newly provided Performance or its part from the Supplier to ENGIE in the moment of the new Performance or its defective part takeover by ENGIE from the Supplier. In the said moment, ENGIE will become the owner of the newly provided Performance or its part. ENGIE will cease to be the owner of the defective Performance or its part from the moment of the defective Performance or its part returning to the Supplier till the provision of the new Performance or its defective part.
- 7.13.** The Supplier is obliged to provide ENGIE (or the person to whose use or ownership the Performance has been transferred by ENGIE) with reasonable cooperation, especially by means of technical and service support in a written, e-mail, or telephonic form.
- 7.14.** Removal of the defect of the Performance or its part by another entity than the Supplier, or removal by ENGIE as such will not influence the Supplier's duties resulting from the warranty, and the Supplier's responsibility for defects, damage, lost profit or other harm will not be affected by it.
- 7.15.** During the period after the warranty expiration, the Supplier will be obliged to provide ENGIE (or the person to whose use or ownership the Performance has been transferred by ENGIE) with after-warranty service for the whole period of the Performance life, including the spare parts procuring, under usual business conditions. The Supplier is obliged to notify ENGIE of the termination of the spare parts production or of any other facts that could damage the interests of ENGIE or the person to whose use or ownership the Performance has been

transferred by ENGIE, and to propose measures in the interest of ENGIE.

- 7.16. Even if the Supplier does not accept ENGIE's complaint and its claim for free removal of the defect by a repair of the defective part of the Performance, he will be obliged to remove the claimed defects of the Performance so that ENGIE could use the Performance. The fact whether the complaint claimed by ENGIE was justified or not will be then solved by an expert statement of a person agreed by both parties; each party may propose maximum three persons to the other party. Should the parties fail to come to an agreement relating the person who will assess the reasonableness of the complaint, the reasonableness of the complaint will be assessed by an authorized expert appointed by ENGIE. Should the complaint be reasonable, the Supplier will be obliged to reimburse to ENGIE all expenses incurred by ENGIE in relation with the assessment of the complaint reasonableness. Should the complaint be not reasonable, ENGIE will be obliged to reimburse to the Supplier all expenses incurred by the Supplier in relation with such unreasonable complaint.
- 7.17. The above given rules will be applied accordingly if the Performance or its part provided by the Supplier in response to a defect of the original Performance or its part is also found to be defective. The provisions of the Performance takeover will also be applied accordingly to the takeover of the repaired Performance.
- 7.18. ENGIE may transfer all its right towards the Supplier resulting from the warranty to a third Person to whose use or ownership the Performance will be transferred by ENGIE.
- 7.19. The period of limitation of all ENGIE's rights towards the Supplier is 10 years from the day the ENGIE's right could have been claimed for the first time.

8. Some Provisions about Contractual Penalty and Compensation for Damage

- 8.1. Should the Supplier fail to meet the final deadline agreed for the Performance handover to ENGIE, the Supplier will pay to ENGIE a contractual penalty amounting 0.1 % of the price per each day of delay, unless the parties agree otherwise in the Contract.
- 8.2. Should the Supplier fail to remove the defects and outstanding works by the deadline specified in the acceptance record, the Supplier will pay to ENGIE a contractual penalty amounting 0.1 % of the price per each day of delay, unless the parties agree otherwise in the Contract.
- 8.3. Should the Supplier be in delay with the removal of the claimed defects of the Performance according to Article 7 of the General Business Terms and Conditions, the Supplier will pay to ENGIE a contractual penalty amounting 0.1 % of the price per each day of delay, unless the parties agree otherwise in the Contract.
- 8.4. Should the Supplier be in delay with the delivery of the tax document according to Article 4.8 of the General Business Terms and Conditions, the Supplier will pay to ENGIE a contractual penalty amounting 0.1 % of the price per each day of delay, unless the parties agree otherwise in the Contract.
- 8.5. Regardless of the amount of the contractual penalty to which ENGIE is entitled and the Supplier is obliged to pay, ENGIE may require compensation for all damage or any other harm caused to ENGIE by the breach of duties by the Supplier, and the Supplier is obliged to pay to ENGIE all damage or any other harm caused by his breach of the duty to which the contractual penalty relates.
- 8.6. The Supplier is obliged to pay to ENGIE all direct or indirect damage or any other harm caused to ENGIE due to the Performance defects. Such damage or any other harm includes also the lost profit, sanctions and compensation for damage claimed by third persons or authorities against ENGIE.
- 8.7. Should any damage or any other harm be caused to ENGIE directly or indirectly in relation with the Performance and the Supplier's duties, ENGIE itself may determine the way of such damage or any other harm removal and notify the Supplier of it. Should ENGIE require the damage to be removed by reinstating the damaged thing, the Supplier is obliged to restore the damaged thing to the condition before its damage. Should ENGIE require compensation for damage or any other harm in money, the Supplier is obliged to pay the required amount in form and within the time determined by ENGIE.

- 8.8. ENGIE may set off its claim resulting from the contractual penalty or compensation for damage or any other harm unilaterally against any Supplier's claim.

9. Final Provisions

- 9.1. ENGIE may withdraw from the Contract by the moment of the Performance takeover if the ENGIE needs change after the Contract making so that the Performance loses its importance for ENGIE. ENGIE may further withdraw from the Contract in case of a gross violation of the Contract by the Supplier during the Supplier's performance of his duties according to the Contract. A gross violation of the Contract by the Supplier means especially the fact that the Supplier fails to fulfil his duties in time; that his activities do not show sufficient certainty that he will fulfil his duties resulting from the Contract properly and in time; that the Supplier does not perform the appropriate tests of the Performance or the results of such tests show serious defects of the Performance; that the Supplier does not respect justified requirements and rights of ENGIE, breaches his statutory duties (especially with respect to the taxes and fees, industrial and intellectual property rights); that a motion to start insolvency proceedings has been filed against the Supplier; that an execution of the Supplier's property has been ordered; that the Supplier has entered liquidation; that the Supplier has lost his permit to undertake business required for fulfilment of his duties towards ENGIE; that a punishment has been imposed on the Supplier according to the act No. 418/2011 Sb., on criminal responsibility of legal persons and proceedings against them as amended (hereinafter the **Act on Criminal Responsibility of Legal Persons**); or that a sanction for the breach of duties has been imposed on the Supplier in administrative proceedings, even if such fact is cancelled afterwards. In case ENGIE withdraws from the Contract, the Supplier has no right for reimbursement of any expenses or price unless the parties agree otherwise in the Contract or after its making. By ENGIE's withdrawal from the Contract, its right for compensation for damage or any other harm, including any potential profit loss, and its right for the contractual penalty will not be affected.
- 9.2. ENGIE's withdrawal will be considered effective by its delivery to the Supplier's address shown in the Contract (order) unless the Supplier notifies ENGIE, by the moment of the withdrawal sending, of another address to which documents can be served to the Supplier. Should the Supplier not collect the withdrawal or should he refuse to take it over, the withdrawal will be considered delivered on the third day after the notification of the letter deposition at the post office.
- 9.3. Plans, technical documents or any other documents (hereinafter the **Documents**), material, machines, equipment or any other things (hereinafter the **Things**) handed over to the Supplier by ENGIE in relation with the offer, Contract or any other fact, will remain in the exclusive ownership of ENGIE and the Supplier will be obliged to return such documents or things to ENGIE at the Performance takeover by ENGIE at the latest. The Supplier may not use such documents or things in any way, copy them, reproduce, issue, let a third person acquaint with them, or allow a third person to use them. Should the documents or things be damaged or lost, the Supplier is obliged to inform ENGIE about it without any undue delay and to reimburse to ENGIE the damage or harm caused to ENGIE by it. In addition to the compensation for damage or any other harm caused by the breach of the said duty, the Supplier will pay to ENGIE a contractual penalty of CZK 100,000 for each such breach. The Supplier is obliged to compensate ENGIE for damage or any other harm and pay the said contractual penalty to ENGIE even if the damage or any other harm or breach of duties was caused by a third person participating in fulfilment of the Supplier's duties towards ENGIE.
- 9.4. All information provided to the Supplier by ENGIE and related to their mutual relations are the trade secret of ENGIE within the meaning of the provision of section 504 of the Civil Code and the Supplier is obliged to keep all such information confidential and not to hand it over to any third person without ENGIE's consent. The Supplier's obligation to protect ENGIE's trade secret includes mainly the Supplier's duty not to provide such information and not to make it accessible and not allow in any other way (even due to negligence) any third person to obtain such information; the duty to implement measures that can be reasonably required from the Supplier to prevent the information publication or unauthorized access to it; and the duty to comply with such measures, check their compliance, and allow ENGIE checking of such duties. Should ENGIE require so, the Supplier is obliged to implement appropriate measures to protect the information even in an extent exceeding this paragraph. Should ENGIE agree with the transfer of information to a third person, the

Supplier will be obliged to ensure that the third person will also be legally bound to protect the information in the same way as the Supplier. The Supplier is fully responsible for damage or any other harm caused to ENGIE due to the breach of the said duty by the Supplier or any third person to whom the Supplier has given the information or whom he uses during the fulfilment of duties towards ENGIE. Should the information be published, the Supplier will be obliged to inform ENGIE without any undue delay about the extent and nature of the published information, and to make any reasonable acts to prevent such information from becoming publicly available and to prevent damage or any other harm to be caused to ENGIE, or to ensure that such damage or any other harm is as least as possible. The Supplier will be obliged to fulfil the said duties without any time limitation. In addition to the compensation for damage or any other harm caused by the breach of the duty resulting from this paragraph or from a legal regulation, the Supplier will pay to ENGIE a contractual penalty of CZK 100,000 for each such breach.

- 9.5. Any mutual circumstances and relations, rights and duties regulated neither by the General Business Terms and Conditions nor by the Contract (order) will be regulated by the appropriate provisions of the Civil Code and other Czech legal regulations. The parties declare that all circumstances and relations will be solved in the spirit of business ethics and that any potential disputes will be solved extra judicially in the maximum possible extent. Any court proceedings between the parties will be held by the locally and subject-matter competent court seated in the Czech Republic. In case no locally and subject-matter competent court could be determined for the reasons on the Supplier's part, the District Court for Prague 5 will decide if a district court will have the subject-matter jurisdiction, and the Municipal Court in Prague will decide if a regional court will have the subject-matter jurisdiction.
- 9.6. The content of the Contract (order) or of its annexes made in writing takes precedence over the provisions of the General Business Terms and Conditions.
- 9.7. Any changes of the contractual conditions require written consent of both parties.
- 9.8. Should the legal regulations or any other binding standards be changed during the Supplier's fulfilment of duties towards ENGIE, the Supplier will be obliged to proceed according to the changed legal regulations or binding standards.
- 9.9. ENGIE may change the General Business Terms and Conditions reasonably if there is, in ENGIE's discretion, any reasonable need to change them. ENGIE is obliged to notify the Supplier of such change of the business terms and conditions in writing by sending the changed General Business Terms and Conditions. The Supplier may refuse the changes of the General Business Terms and Conditions and terminate his obligations for such reason within a notice period sufficient for procuring similar performance from another supplier. The Supplier is obliged to inform ENGIE about the refusal of the General Business Terms and Conditions within 10 days from the day of the notification of change delivery; the Supplier is also obliged to specify the notice period. Should the Supplier refuse the change of the General Business Terms and Conditions and should he give a notice of termination, the rights and duties between ENGIE and Supplier will be governed by the General Business Terms and Conditions in the wording before the changes were made.

The General Business Terms and Conditions come into effect on 25th May 2016 and regulate the rights and duties between ENGIE and the Supplier, arisen from legal acts or legal events occurring after the said date.

ENGIE Services a.s.