

GENERAL TERMS AND CONDITIONS FOR OVERHEAD AND INVESTMENT PROCUREMENT OF ŠKODA ELECTRIC a.s.

version 2026-1

(hereinafter referred to as "GTC")

1. Introductory provisions

- 1.1 These Terms and Conditions govern the conditions **for the delivery of goods, performance of work or provision of services** (hereinafter referred to as the "Subject of Purchase") by the Supplier to the Customer.
- 1.2 Exclusively in the case where the subject of the Supplier's performance is **the performance of work on site at the Customer's premises (construction work, plumbing, machine repairs, assembly, etc.)**, the **SUPPLEMENTAL TERMS AND CONDITIONS FOR OVERHEAD AND INVESTMENT PROCUREMENT OF ŠKODA ELECTRIC a.s.** (hereinafter also "GTC-STC"), which are listed at the end of this document and which modify and supplement these GTC, shall also apply.

2. Definition of some terms

- 2.1 **Customer.** The Customer is always understood to be **ŠKODA ELECTRIC a.s.**, with its registered office at Průmyslová 610/2a, Doudlevice, 301 00 Pilsen, ID: 477 18 579, registered in the Commercial Register maintained by the Regional Court in Pilsen, Section B, Insert 1313.
- 2.2 **Supplier.** The Supplier always means a company or natural person who has concluded a Contract with the Customer, on the basis of which it is obliged to deliver, perform or provide the Subject of Purchase to the Customer.
- 2.3 **Parties.** The Supplier and the Customer are also referred to together as the "**Contracting Parties**" or individually as the "Contracting Party".
- 2.4 **Subject of Purchase.** The Subject of Purchase is the delivery of Goods, the production of a Work or the provision of a Service.
- 2.5 **Goods.** Goods are understood as tangible and intangible movable goods and their components that the Supplier undertakes to deliver to the Customer under the Contract.
- 2.6 **Work.** Work is understood as an activity consisting in the manufacture, or assembly and maintenance of a certain thing, the repair or modification of a certain thing, or an activity aimed at a different result of such activity, which the Supplier undertakes to perform for the Customer under the Contract.
- 2.7 **Service.** Service is understood as the provision of an activity by the Supplier that does not lead to the production of the Work, and which the Supplier undertakes to provide to the Customer under the Contract.
- 2.8 **Contract.** Contract is understood as any contract, including a purchase order (hereinafter referred to as the "**Order**") concluded pursuant to article 3 of these GTC.
- 2.9 **Price.** Price is understood as the price of the Subject of Purchase.
- 2.10 **Occupational health and safety. OHS** is understood as protecting health and safety at work.
- 2.11 **Deadlines.** Unless expressly stated otherwise, deadlines are stated in calendar days.

3. Conclusion of the Contract

- 3.1 **Draft Contract.** Draft Contract is understood to be a written Order from the Customer, which must be duly delivered to the Supplier.
- 3.2 **Conclusion of the Contract.** The Contract shall be concluded upon its signature by both Contracting Parties and its delivery to both Contracting Parties.
- In the case of an Order, the Order must be confirmed by the Supplier in full and without any additions, reservations, restrictions or other changes compared to the wording of the Order sent by the Customer, otherwise the Contract is not concluded.
- 3.3 **New draft from the Supplier.** An order confirmation that contains additions, reservations, restrictions or other changes (e.g. reference to the Supplier's terms and conditions) is considered a rejection of the Order and constitutes a new draft from the Supplier for concluding the Contract, even in the case of such addition, reservation, restriction or other change that does not materially change the terms and conditions of the Order. In such a case, the Contract is concluded only if the Customer confirms this new draft in writing and delivers it back to the Supplier.
- 3.4 **Deadline for accepting and rejecting an Order.** The Supplier is obliged to confirm the delivered order in writing within **2 working days** from the date of its delivery and to deliver it to the Customer or to notify the Customer within this period that it rejects the Order. Confirmation and rejection of an Order must be done in writing, signed and delivered to the Customer. If the Supplier fulfills the agreed performance, even if the Contract has not been concluded according to the previous sentences, it is deemed that the Supplier agrees to all the terms and conditions of this Contract at the moment of fulfillment of the agreed performance.
- 3.5 **Obligations of the Contracting Parties.** By concluding the Contract, the Supplier undertakes to hand over or provide the Subject of Purchase to the Customer and to transfer ownership rights to the Subject of Purchase to the Customer. The Customer undertakes to accept the Subject of Purchase and to pay the agreed price.

4. Price for the Subject of Purchase and Payment Terms

- 4.1 **Price for the Subject of Purchase.** The Price is determined in its entirety by agreement of the Contracting Parties as **fixed, or as the maximum permissible**, and is **valid for the entire period** of validity of the Contract, regardless of inflation and any other influences. The Supplier declares that it has included in its calculation, unless otherwise expressly agreed in writing, **all costs** associated with the Subject of Purchase, including the costs of packaging, transportation, insurance, costs associated with obtaining documents, labeling, customs duties, taxes, storage fees, etc., and the costs of ensuring warranty service interventions in the event of a malfunction or defects in the Subject of Purchase during the warranty period and with regard to the dates for their removal according to the

Contract and these GTC. The Price also includes any dismantling and assembly or other related work, if such work is the subject of the Contract.

- 4.2 The moment the invoice is issued. The Supplier is entitled to issue and deliver the relevant invoice to the Customer as soon as the Customer becomes obliged to pay the Price. The obligation to pay the Price arises only after the proper handover of the flawless Subject of Purchase to the Customer, unless otherwise stated in the Contract.
- 4.3 Certain invoice details. The Customer shall pay the Price by bank transfer based on a duly issued invoice. **The invoice must contain the Contract number.** The invoice must be accompanied by a **document proving proper fulfillment** of the conditions set out in the Contract for payment of the Price, for example, a handover protocol signed exclusively by the persons authorized by the Contracting Parties, a delivery note, etc. The invoice shall also contain the requirements of a tax document according to applicable legal regulations.
- 4.4 Correction, addition to invoice. If the invoice issued by the Supplier does not have the prescribed requirements and/or contains data that contradicts them and/or contains false data and/or is handed over/delivered to the Customer later than **7 days** from the date of its issue, it will not be paid by the Customer and the Customer will return it to the Supplier for completion or correction, without the Customer being in default with payment of the Price of the Subject of Purchase. Until the Supplier delivers the original invoice to the Customer, the Customer is not in default with its obligation to pay the Price requested by the invoice in question.
- 4.5 Due date for payment. The due date for the payment of the Subject of Purchase is **60 days** from the date of issue of a proper and complete invoice, unless otherwise specified in writing. In the event of a correction or addition to an invoice, the issuance and delivery of a proper and complete invoice shall be deemed to have occurred only after the issuance and delivery of a properly corrected or supplemented defective invoice. In the case of cashless payment, the date of payment of the Price is the day on which the bank debits the amount of the Price from the Customer's bank account.
- 4.6 VAT payment. In the event that, pursuant to Section 109 of Act No. 235/2004 Coll., Value Added Tax, as amended (hereinafter referred to as the "**VAT Act**"), the Customer, as the recipient of the performance, will be liable for unpaid tax on this performance, the Customer is entitled to pay the value added tax on behalf of the Supplier directly to the Supplier's tax administrator for the purpose of a special method for securing the tax pursuant to Section 109a of the VAT Act. The Customer shall inform the Supplier in writing of the payment. Tax paid in this way reduces the Supplier's claim against the Customer by the relevant amount of tax, and the Supplier is therefore not entitled to demand payment of this amount from the Customer.
- 4.7 Set-off, assignment and suspension of receivables. The Supplier is not entitled to unilaterally set off, assign, pledge or otherwise transfer or encumber liabilities or receivables from the Contract or Order.
- 4.8 The Supplier undertakes to maintain proper payment ethics towards its subcontractors so as not to damage the interests of the Customer.
- 4.9 Electronic invoicing. Invoices can be sent electronically, exclusively to the following email address:

invoice.elc@skodagroup.com

unless otherwise stated in writing by the Customer. An electronic signature of the invoice is not required. **A condition for accepting** and processing an invoice is that each email contains only one attachment in PDF format; the number and formats of additional attachments are not limited. If an email is sent with more than one PDF

attachment, the invoice will not be processed, as the automated system for receiving invoices to the specified email address is unable to process such a message correctly.

5. Conditions for the performance of Goods, Works or Services

- 5.1 Supplier Eligibility. The Supplier declares that it has the appropriate license for the activities required to fulfill the Contract and that it has experience in delivering / implementing / providing the Subject of Purchase or similar goods / works / services.
- 5.2 The Supplier is obliged to deliver / perform / provide the Subject of Purchase properly and on time, both according to the Customer's instructions and according to legal requirements (e.g. stemming from standards or directives).
- 5.3 **The Subject of Purchase and Price also include all work and supplies** that are not listed in the Customer's request and/or the Supplier's offer, but which the Supplier should or could have known about due to its professional knowledge and which are also necessary or customary for the proper use of the Subject of Purchase.
- 5.4 Customer input. The Supplier is obliged to notify the Customer in advance in writing in cases where the Customer's assignment / instruction is inappropriate, incomplete or insufficient for the purposes of the Contract.
- 5.5 Changes. Any changes to the Subject of Purchase, including the price, must be approved in advance in writing by persons authorized by both Contracting Parties.

6. Other conditions for the performance of Goods or Works

- 6.1 Quality and execution. The Goods / Work must be manufactured in the highest possible quality (in the case where the Goods / Work can be manufactured in different classes of quality), comply with all technical requirements and technical and safety standards valid in the Czech Republic for the given type of Goods / Work, both mandatory and recommendatory standards, with regard to the method of use required by the Customer, and with regard to the final product of which the Goods / Work is to be a part. The Goods / Work and the components used to produce it must be new, unused, undamaged and made of high-quality material. If the Goods / Work are delivered based on samples, designs or drawings, they must fully match these samples or drawings. In the event of a discrepancy between samples, designs or drawings and the Contract, the Contract shall be decisive for determining the quality, standard and execution of the Goods / Work. The Goods / Work must be capable of consistently delivering standard performance in accordance with the characteristics specified in the Contract, in unchanged quality, and to fully comply with the purpose for which it is supplied. The Goods / Work must not be encumbered by legal or other defects, e.g. liens, license restrictions.
- 6.2 The Subject of Purchase, including its individual parts, must be new, unused and must not be subject to accounting depreciation within the meaning of Act No. 563/1991 Coll., Accounting, not even in the past. The provisions of this paragraph shall not apply unless otherwise agreed in writing by the Contracting Parties in advance.
- 6.3 Special tools or equipment. If certain tools or equipment are required for the assembly, routine or special repair and maintenance of the Goods / Work, the Supplier is obliged to notify the Customer in writing of this fact before concluding the Contract, including information on the availability and current costs of obtaining such tools or equipment. If such special tools or equipment are the exclusive property of the Supplier and cannot be acquired by the Customer in any

other way, the Supplier undertakes to lend these special tools or equipment for the Customer's essential tasks upon request, but no later than 2 days from the date of the request. The Customer shall pay the transport costs.

7. Other conditions for the execution of the Work

- 7.1 Execution of the Work. The Supplier is obliged to perform the Work at its own expense and risk.
- 7.2 Customer Instructions. The Supplier is bound by the Customer's instructions when determining the method of producing the Work and when producing the Work itself. The Supplier is obliged to notify the Customer in writing of any unsuitability of the instructions given. If the Supplier does not notify the Customer in writing of the unsuitability of its instructions without undue delay, the Supplier is liable for any defects in the Work and damage caused by the implementation of the Customer's unsuitable instructions or based on unsuitable documents. Furthermore, the Supplier undertakes to notify the Customer in writing of any unsuitable facts relating to the Work or its performance that result from documents or information provided or otherwise made available to the Supplier for the purpose of performing the Contract, no later than **2 working days** from their acceptance or other disclosure. Otherwise, it is assumed that the Work is feasible according to such documents or information in such a way that all terms of the Contract can be complied with. If the Supplier considers that the Customer's instructions are unsuitable and the Customer insists on its instructions in writing despite the Supplier's warning pursuant to the previous sentence, the Supplier may withdraw from the Contract only if, as a result of the Customer's instructions, it is unable to perform the Work in a manner that would serve the agreed or usual purpose.
- 7.3 Arrangement of things. The Supplier is obliged to arrange himself items that are necessary for the performance of the Work and for which the Customer is not obliged to arrange under the Contract. If the Customer is obliged under the Contract to arrange items for the performance of the Work, it is obliged to provide these items to the Supplier within the period specified in the Contract, otherwise within 14 days from the delivery of the Supplier's written request to provide these items.
- 7.4 Unsuitable items. The Supplier is obliged to notify the Customer without undue delay of the unsuitable nature of the items taken over from the Customer for the performance of the Work, if the Supplier could have discovered this unsuitability upon exercising professional care. If the Supplier fails to notify the Customer of the unsuitable nature of these items without undue delay, the Supplier shall be liable for any defects in the Work and damage caused by the use of unsuitable items or instructions from the Customer. If the Supplier believes that the items handed over by the Customer are unsuitable for performing the Work and the Customer insists in writing on using these items despite the Supplier's notice pursuant to the previous sentence, the Supplier may withdraw from the Contract only if it would be unable to perform the Work using these items in a way that would serve the agreed or usual purpose.
- 7.5 Return of items and materials. After completion of the Work or after the termination of the obligation to perform the Work, the Supplier is obliged to return to the Customer, without undue delay, all items or materials that the Supplier took over from the Customer for the purpose of performing the Work and that were not processed during the performance of the Work.
- 7.6 Checks of the execution of the Work. The Customer is entitled to check whether the Supplier is performing the Work properly in accordance with its obligations. If the Customer discovers that the Supplier is performing the Work in violation of its obligations, the Customer is entitled to demand that the Supplier, during the performance of the

Work, eliminate defects resulting from defective performance of the Work and continue to perform the Work in a proper manner. If the Supplier fails to do so within a reasonable period of time provided by the Customer, the Customer is entitled to withdraw from the Contract. The Customer's inspection of the performance of the Work does not relieve the Supplier of liability for defects in the Work. If the Contract stipulates that the Customer is entitled to inspect the performance of the Work and/or the Subject of Purchase at a certain stage of its execution, the Supplier is obliged to invite the Customer in a timely manner to carry out the inspection. If the Supplier fails to fulfill this obligation, it is obliged to allow the Customer to perform an additional inspection and bear the related costs. The Supplier undertakes to work with the Customer's welding supervision personnel and, at the Customer's request, to allow the Customer's welding supervision personnel to inspect the welding process on the Supplier's production premises.

- 7.7 Familiarization with the conditions for executing the Work. The Supplier declares that, prior to concluding the Contract, it has become familiar with all the documents and conditions for executing the Work, including the place of performance of the Work, and that under these conditions, it is able to perform the Work in its entirety at the agreed price at the place of performance and that it will not increase the price of the Work by items that were incorrectly calculated or items that were missing from the request and/or offer, but are necessary or usual components of the Subject of Purchase.

8. Handover and acceptance of the Subject of Purchase

- 8.1 Unless otherwise agreed in writing, the delivery parity is **DDP** according to the terms and conditions of Incoterms 2020 to the address ŠKODA ELECTRIC a.s., Průmyslová 610/2a, 30100 Pilsen, building 33 – Receiving.
- 8.2 Unless otherwise specified in writing, the Supplier is obliged to deliver the Subject of Purchase to the Customer exclusively on working days **between 06:00 and 13:30**. Unless otherwise agreed in writing by the Customer, arrivals after 13:30 will not be processed on the day of arrival.
- 8.3 Documents relating to the Subject of Purchase. Together with the Subject of Purchase, the Supplier is obliged to deliver to the Customer all related documents, attestations, certificates, test reports and protocols, certificates, etc., as well as all documents necessary for acceptance, free handling, possible customs clearance and use of the Subject of Purchase - these are in particular documents regulating the technical conditions of installation, operation (user manual) and maintenance (maintenance manual) and the conditions of its storage, as well as the declaration of conformity of the Subject of Purchase and, where applicable, its parts, and the warranty certificate. The Supplier undertakes to deliver to the Customer the documents according to this provision completely in the Czech language, in printed and electronic form (warranty certificate only in printed form).
- 8.4 Obvious defects. The Customer is entitled **not to accept** the Subject of Purchase, especially in the event of its **obvious defect** and/or **incompleteness** and/or **the failure to deliver all documents** for the Subject of Purchase to the Customer according to the Contract and/or **obvious damage to the transport packaging** of the Subject of Purchase. In the event that the Customer refuses to accept the Subject of Purchase for the reason stated in this paragraph, the Customer shall enter a reservation regarding the defect and/or damage in the handover report or, if applicable, the transport document, and the **Customer shall not be in default** with the acceptance of the Subject of Purchase or with the payment of the price for the Subject of Purchase until such defect is eliminated.
- 8.5 Conditional acceptance. Even if the Subject of Purchase

has a defect or multiple defects at the time of handover, the Customer is entitled, but not obliged, to accept the Subject of Purchase, stating that the Subject of Purchase is being accepted with defects, specifying these in the record and setting the Supplier a deadline for their elimination of no more than 5 days from the date of handover of the Subject of Purchase, unless the Contracting Parties agree otherwise. The Contracting Parties expressly agree that in such a case, it is not a matter of the Subject of Purchase being accepted without defects within the meaning of other provisions of these GTC. The provisions of article 8 of these GTC apply to the handover and acceptance of the Subject of Purchase after the expiry of the period for the removal of defects. If the defect is not removed within this period, the Customer is entitled to withdraw from the Contract.

- 8.6 Partially defective delivery. In the event that the ordered Subject of Purchase consists of multiple pieces and at the same time one or more pieces of the Subject of Purchase have a defect or multiple defects at the time of handover and the remaining piece or multiple remaining pieces of the Subject of Purchase are completely free of defects, the Customer is entitled, but not obliged, to accept the piece or pieces of the Subject of Purchase without defects and not to accept the piece or pieces of the Subject of Purchase with defects. In the event of acceptance of only one or more pieces of the Subject of Purchase without defects pursuant to the previous sentence, the Supplier is not entitled to charge the Customer the Price or any part thereof until all pieces of the Subject of Purchase have been properly and completely delivered to the Customer without defects.
- 8.7 Delivery of multiple items If the Supplier delivers a larger quantity of the Subject of Purchase than the Customer ordered, the Customer is not obliged to take the excess quantity. The Customer's acceptance of an excess quantity of the Subject of Purchase is not considered a purchase of this excess quantity of the Subject of Purchase. The Supplier is obliged to take back the excess quantity at its own expense without undue delay and without a request from the Customer, unless the Customer states in writing that it wishes to keep the excess quantity and pay the price for it.
- 8.8 Moment of handover of the Subject of Purchase. The Subject of purchase is considered to have been handed over if it has been delivered and accepted in writing by the Customer, including all documents and material, it is free of defects and incompleteness, and training on its operation has been carried out if such training is specified in the Contract as part of the delivery of the Subject of Purchase.
- 8.9 Information obligation. The Supplier is obliged to inform the Customer immediately if there is a risk of delay in the delivery of the Subject of Purchase.

9. Warranty and liability for defects in the Subject of Purchase

- 9.1 Warranty for the Subject of Purchase. The Supplier provides the Customer with a warranty for the delivered Subject of Purchase. The Supplier undertakes to ensure that the delivered Subject of Purchase is suitable for use for the purpose specified in the Contract during the warranty period, otherwise for the usual purpose, and that it will retain the properties specified in the Contract and these GTC. If the Contract and these GTC do not specify certain properties of the Subject of Purchase, the Supplier undertakes to guarantee to the Customer that the Subject of Purchase will retain its usual properties during the warranty period. The suitability of the Subject of Purchase to serve the specified purpose is a prerequisite for the Subject of Purchase being free of defects.
- 9.2 Length and start of the warranty period. Unless otherwise specified in writing, the warranty period is **24 months** from the date of acceptance of the Subject of Purchase by the

Customer. The warranty period is extended by the period during which the Subject of Purchase was not properly functional, free of defects and backlogs, as accepted by the Customer.

- 9.3 Obvious defects. The Customer is entitled to notify the Supplier of obvious defects within **5 working days** after the Customer accepts the Subject of Purchase, unless specified otherwise in writing.
- 9.4 Defects. Defective performance means the delivery of the Subject of Purchase with a defect, even a minor one, that does not prevent the use of the Subject of Purchase. A defect also means a condition that prevents the Subject of Purchase from being properly used in accordance with the Contract and/or these GTC, with the applicable legislation of the Czech Republic, in particular where the Subject of Purchase does not meet the relevant technical and safety standards, inspections, the relevant documents for the Subject of Purchase are not delivered, etc.
- 9.5 Discovery of the defect. If the Customer discovers any defects in the delivered Subject of Purchase, unless the Contract or these GTCs specify otherwise, the Customer shall draw up a written notification of the defect(s).
- 9.6 Deadline for removal of defects. The Supplier is obliged and declares that within the period specified in the Contract or in accordance with a written agreement of the Contracting Parties, **otherwise within:**
- 5 working days from the moment of sending or handing over the notification of the defect, to notify the Customer of the method of eliminating the defects; and
 - 30 calendar days** from the moment of sending or handing over the notification of the defect, to remove the defect,
- at the Supplier's expense.
- 9.7 Other claims from liability for defects. If the Supplier does not eliminate the defect within the period specified in paragraph 9.6 of these GTC, the Customer is entitled to pursue any of the following claims:
- perform a replacement of Subject of Purchase for a defective Subject of Purchase, in the case of the delivery of Goods / Work, provided that the nature of the Subject of Purchase makes it possible to return or hand it over to the Supplier;
 - request a reasonable discount on the price;
 - withdraw from the Contract;
 - inspect the Subject of Purchase, perform the necessary actions to identify defects, sort, repair or arrange for a replacement delivery, alone or through another party and at the Supplier's expense, without such measures taken by the Customer having any effect on the warranty for the delivered Subject of Purchase. The Customer is entitled to proceed in accordance with the previous sentence:
 - with the consent of the Supplier or according to its instructions and/or
 - without its consent in the event that the Customer has failed to contact the Supplier and/or the Supplier does not respond within the period specified in paragraph 9.6 letter a) of these GTC on how the Customer should proceed, and/or
 - fails to remove the defect within a period equal to twice the period for removing defects set out in these GTC or set out by agreement between the Contracting Parties,
- no later than 24 hours from the moment the deadline pursuant to paragraph 9.6 of these GTC has expired.

The Supplier undertakes to reimburse these costs to the Customer in full. In this case, the Customer is obliged to properly document the costs incurred in accordance with the previous sentence and to obtain documentation from which the defects of the Subject of Purchase will be apparent (photo/video documentation, etc.);

the choice between these claims lies solely with the Customer.

10. Contractual penalties

- 10.1 Delay in delivery. If the Supplier fails to fulfill its obligation to deliver the Subject of Purchase to the Customer on time and/or properly, the Customer is entitled to the payment of a contractual penalty by the Supplier in the amount of 0.5% of the price of the Subject of Purchase for each day of delay.
- 10.2 Delay in removing a defect. In addition to claims arising from liability for defects, the Customer is entitled to the payment of a contractual penalty by the Supplier for delay in fulfilling the Supplier's obligations arising from liability for defects in the Subject of Purchase in the amount of 0.5% of the price of the Subject of Purchase for each day of delay.
- 10.3 Customer delay. In the event of the Customer's delay in paying the price due, the Supplier is entitled to the payment of a contractual penalty by the Customer in the amount of 0.5% of the amount due for each commenced day of delay (this amount also includes statutory interest on delay).
- 10.4 In the event that the Supplier assigns the Contract, sets off, assigns or puts a lien on receivables from the Customer under the Contract in violation of paragraph 4.7 of these GTC, the Supplier is entitled to the payment of a contractual penalty by the Customer in the amount of 20% of the value of the receivable that was to be set off, assigned or have a lien put on it.
- 10.5 If the Supplier fails to fulfill any of its obligations or provides false information pursuant to article 12 and/or 13 of these GTC, the Customer is entitled to the payment of a contractual penalty by the Supplier of CZK 100,000 for each individual breach of these obligations, even if repeated.
- 10.6 In the event of a breach of the obligations specified in paragraph 15.3 of these GTC, and/or in the event of a breach of obligations arising from the law on occupational health and safety (OHS) / fire protection (FP) / environmental protection (EP / EMS), both by the Supplier and any of its subcontractors, the Customer is entitled to the payment of a contractual penalty by the Supplier of CZK 2,500 for each individual breach, even if repeated.
- 10.7 Due date of contractual penalties. All contractual penalties under the Contract and these GTC are always due within 30 days from the date of delivery of the contractual penalty statements to the other Contracting Party. Payment of the contractual penalty does not affect the Customer's right to compensation for damages in any way. The Customer is entitled to exercise both claims separately and side-by-side, and the negotiation of the contractual penalty does not affect the liability for damages, its application, the amount of and right to compensation.

11. Termination of the Contract

- 11.1 Withdrawal from the Contract. Unless otherwise provided by the Contract or these GTC, the Contracting Parties are entitled to withdraw from the Contract in cases stipulated by the legal regulations of the Czech Republic, and further if they cannot fulfill their obligations due to force majeure lasting longer than 6 months.
- 11.2 Withdrawal by the Customer without breach. The Customer is entitled to withdraw from the Contract before the proper delivery of the Subject of Purchase without giving a reason,

provided that in such a case the Customer is obliged to reimburse the Supplier for the costs reasonably incurred in connection with the fulfillment of the Contract, up to the maximum price of the Subject of Purchase specified in the cancelled Contract. The Supplier is obliged to send the Customer a written calculation of the costs pursuant to the first sentence of this provision together with documents proving the occurrence of these costs within 30 days from the date on which the notice of withdrawal was delivered to the Supplier, otherwise this claim of the Supplier pursuant to this provision of the GTC shall lapse.

- 11.3 Insolvency, liquidation. The Customer is entitled to withdraw from the Contract if bankruptcy is declared against the Supplier's assets or the Supplier enters into liquidation.
- 11.4 Substantial breach of obligations. The following are considered, in particular, to be substantial breaches of obligations set out in the Contract and/or these GTC:
- The Supplier's delay in fulfilling its obligation:
 - to deliver the Subject of Purchase to the Customer on time and properly;
 - arising from liability for defects in the Subject of Purchase;
 - insolvency proceedings to be initiated against the Supplier;
 - the Customer's delay in paying the price for more than 30 days;
 - violation of the provisions of the code of ethics pursuant to paragraph 15.3 letter b) of these GTC;
 - violation of industrial or other intellectual property rights pursuant to article 12 of these GTC;
 - violation of the provisions on know-how / trade secrets pursuant to article 13 of these GTC.
- 11.5 In the event that the Customer's cooperation is required to carry out the Subject of Purchase, in particular in connection with the takeover of the Subject of Purchase from the Supplier or upon discovery of the unsuitability of the Customer's instructions or items handed over by the Customer for the execution of the Subject of Purchase, and the Customer fails to provide such cooperation in a timely manner, this does not give the Supplier the right to withdraw from the Contract. However, the Supplier is not in default with the execution of the Subject of Purchase during this period.
- 11.6 Ongoing claims and arrangements. Upon withdrawal, the Contract, which includes these GTC, shall terminate. The following shall not terminate by withdrawal or other cancellation of the Contract:
- claims arising from liability for defects in the Subject of Purchase;
 - arrangements for the warranty and liability for defects;
 - arrangements according to articles 12 and 13 of these GTC;
 - claims for compensation for damages arising from breach of the Contract;
 - other claims provided for by applicable law.
- 11.7 Settlement between the Contracting Parties. In the event of withdrawal from the Contract, the Contracting Parties are obliged to settle the matter between themselves in the manner and within the time limits set by the Customer. The Customer is obliged to inform the Supplier in writing, within 30 days from the effective date of withdrawal from the Contract, of how their mutual relations will be settled. The method of settlement and the deadlines set by the Customer are binding on the Contracting Parties.

12. Industrial or other intellectual property rights

- 12.1 The Supplier undertakes to ensure that no provisions of the Contract or their application shall unduly interfere with the intellectual or industrial property rights of any third parties enjoying legal protection under the legal system of any country.
- 12.2 The Supplier hereby expressly declares that it is fully entitled to dispose of the industrial and intellectual property rights to the Subject of Purchase and undertakes to ensure the proper and uninterrupted use of the Subject of Purchase by the Customer and the transfer of the Subject of Purchase by the Customer to third parties.
- 12.3 The Supplier declares that the Subject of Purchase belongs to the Customer from the date of acceptance of the Subject of Purchase with a non-exclusive, unlimited right to use the Subject of Purchase to the widest possible extent in accordance with the relevant legal regulation of the relevant type of industrial or intellectual property. The right to use the Subject of Purchase is unlimited in time and territory, and is transferred as a cost-free right, a right transferable with the right of sub-licensing, and a right transferable without the need for the consent of the originator or owner of the industrial or intellectual property. The Supplier agrees that the Customer may use the Subject of Purchase for a purpose other than that stemming from the Contract. Any fee for granting these rights is included in the price.
- 12.4 The Supplier is obliged to inform the Customer in writing, no later than before signing the Contract, about the nature and scope of the copyright and industrial property protection of the Subject of Purchase, or technical documentation, and to include these in the Contract. If the Supplier does not include a list of protections in the Contract according to the previous sentence, the Customer considers that the delivered Subject of Purchase or technical documentation is not subject to any industrial property protection of the Supplier or third parties.
- 12.5 The Supplier further undertakes to ensure that no damage is caused to the Customer or any other party as a result of any breach of obligations on the part of the Supplier set out in this article or any false statements made by the Supplier. The Supplier expressly undertakes to compensate the Customer for all damages incurred by breach of these obligations or false statements, as well as all damages and costs incurred by the Customer as a result of exercising the rights of third parties against the Customer, the Customer's customer, and/or any third party who acquires ownership of the Subject of Purchase.
- 12.6 The provisions of this article shall remain in force even after the termination of any agreement between the Customer and the Supplier.

13. Know-how, trade secrets

- 13.1 All technical and other documentation that the Customer provides to the Supplier in connection with the Subject of Purchase for the fulfillment of the Contract remains the exclusive property of the Customer. The subject of the exclusive ownership of the Customer are all technical solutions and other solutions and procedures that are encapsulated in the technical documentation, and the Customer does not grant the Supplier a license in connection with the aforementioned know-how, does not provide any rights related to intellectual property, etc. The Supplier is not authorized to publish or make this documentation available to any third party or to use it for the benefit of any third party. The Supplier is authorized to use this documentation only in connection with the Subject of Purchase for the fulfillment of the Contract. This obligation does not apply to administrative or other public bodies or

authorities if they exercise statutory control or other supervision in accordance with the applicable legal regulations. After the Contract has been fulfilled or after its termination in any other way, the Supplier is obliged to return this documentation to the Customer and destroy any copies it may have made for the performance of the Contract.

- 13.2 The Supplier undertakes to provide any additional technical and other documentation not specified in paragraph 13.1 of these GTC (in particular, documentation developed by the Supplier for the purpose of performing the Contract), the development of which the Customer participated in or financed or co-financed, not to publish or make available to any third party or use it for the benefit of any third party. The Supplier is authorized to use this documentation only in connection with the Subject of Purchase for the fulfillment of the Contract. After the Contract has been fulfilled or after its termination in any other way, the Supplier is obliged to hand over this documentation to the Customer free of charge, transfer ownership of it to the Customer and destroy any copies that the Supplier has made for the purpose of fulfilling the Contract, no later than 30 days from the date of fulfillment of the Contract or after its termination.
- 13.3 Confidentiality Obligation. All information and documents provided by the Customer to the Supplier are considered confidential and trade secrets, except for information and documents whose content is publicly known. The Supplier undertakes not to inform third parties about the existence and content of any contract concluded between the Customer and the Supplier. The Supplier may not, without the prior express written consent of the Customer, provide or make available to third parties any information or documents relating to any contract between the Customer and the Supplier that have already been and/or will be provided to it or otherwise made available by the Customer. Prior express written consent is not required in the case of the Supplier providing information and documents to its subcontractors in connection with the performance of the Contract, however, the Supplier is entitled to provide information and documents to its subcontractors only to the extent strictly necessary for the proper performance of the subject matter of the Contract. The Supplier is obliged to ensure that its subcontractors pursuant to the previous sentence treat all information and documents provided by the Supplier under this paragraph as information and documents considered confidential and a trade secret, with the exception of information and documents the content of which is publicly known. However, the Supplier is liable to the Customer for the results of the actions of subcontractors in the same way as if it were acting alone. The Supplier is obliged to send the Customer a list of subcontractors to whom it has provided information and/or documents pursuant to this paragraph, no later than upon handover of the Subject of Purchase.
- 13.4 Photo Processing. In the event that the Customer grants the Supplier consent to the taking of photographic documentation in connection with the performance of the Contract, in which the Customer's employees or subcontractors may be captured, the Supplier undertakes to subsequently edit all photographs taken so that the faces of the persons captured and their possible name tags are covered, and therefore these persons cannot be identified. The Supplier undertakes to immediately destroy all photographic documentation taken in accordance with this provision after completion of the performance of the subject of the Contract and the settlement of the mutual obligations of the Contracting Parties.
- 13.5 The provisions of this article shall remain in force even after the termination of any contract between the Customer and the Supplier.

14. Liability for Damages

- 14.1 The Contracting Parties agree that for the purposes of determining the scope of compensation for damages incurred as a result of the Supplier's breach of its obligations under the Contract, the Supplier will be liable for all damage caused to the Customer or other parties in connection with the breach of its obligations under the Contract, including damage that exceeds the damage that the Supplier could have foreseen as a possible consequence of the breach of its obligations. The Supplier is obliged to compensate the Customer for damages, in particular including all amounts incurred by the Customer in connection with the Supplier's breach of obligations under the Contract, the Customer's costs of proceedings conducted in connection with the breach of obligations under the Contract, as well as all costs incurred in connection with defects in the Subject of Purchase. The Supplier undertakes to compensate the Customer for the damage in full within 30 days from the date of delivery of the Customer's written request.
- 14.2 For the purposes set out in the previous paragraph, the Supplier is obliged to have a valid insurance contract covering liability for damages caused in connection with its operational activities and liability for damages caused by a defective Subject of Purchase, **for a minimum value of twice the Price**, unless otherwise specified in the Contract.

15. Other Provisions

- 15.1 The Contracting Parties undertake to respect the reputation of the other Contracting Party and undertake to avoid any activities that could damage the reputation of the other Contracting Party.
- 15.2 Length of the statute of limitations. Unless otherwise provided in the Contract, the statute of limitations for both Contracting Parties is 4 years.
- 15.3 The Supplier is obliged to comply with the following actual versions of the documents at:
- a) www.skodagroup.com/page/ohs-fp-electric**
- (training) health and safety principles
 - delivery requirements:
 - RoHS
 - batteries and accumulators
 - product packaging / packaging material
 - chemical substances and mixtures (REACH, CLP)
- b) www.skodagroup.com/page/code-of-conduct-for-suppliers**
- code of conduct for suppliers.

The Supplier is obliged to always comply with the above documents, even in cases where the above-mentioned area forms a non-essential part of the Subject of Purchase (e.g. television packaging, use of chemicals during the performance of the Work).

The Supplier is obliged to send all documents and information that the Supplier is obliged to send to the Customer according to the above documents at least **3 working days before** the delivery of the agreed performance / before the commencement of the agreed performance at the Customer's location, unless expressly agreed otherwise.

The Contracting Parties unanimously declare that this form of reference to these documents is possible between them for the purposes of the Contract and consider it to be sufficiently specific. By signing the Contract, the Supplier declares that the Supplier, all potential subcontractors, and

all concerned employees have read these documents and agree to their content prior to signing. The Supplier and its potential subcontractors are obliged to comply with these documents. The Customer is not responsible for any possible injury, bodily harm or damage to the Supplier's property resulting from the Supplier's misconduct and/or failure to comply with these Terms and Conditions.

- 15.4 Movement of people on the Customer's premises. The Supplier is expressly prohibited from moving arbitrarily outside the designated and safe spaces of the Customer's premises without being accompanied by an authorized person of the Customer; in particular, it is prohibited to move in the production areas, to take photographs or other material without the prior express consent of the Customer.
- 15.5 Force Majeure. In the event of force majeure, the deadlines for fulfilling the obligations set for the Contracting Parties by the Contract or these GTC are extended by the period during which the force majeure lasts. The Supplier is obliged to inform the Customer in writing of the occurrence and cessation of a force majeure event without undue delay. The Supplier is obliged to inform the Customer in writing without undue delay about the occurrence and cessation of a force majeure event at its subcontractor. In particular, events such as lockout, delays in deliveries by subcontractors (unless caused by force majeure), insolvency, shortage of labor or materials are not considered to be force majeure. Events such as earthquakes, floods, large-scale fires or war are primarily considered force majeure.
- 15.6 Change of Circumstances. The Supplier assumes the risk of a change in circumstances within the meaning of Sections 1765 and 1766 of the Civil Code.
- 15.7 Governing Law. The rights and obligations of the Contracting Parties, including the conclusion of the Contract, its validity and effectiveness, are governed by the legal code of the Czech Republic.
- 15.8 Severability Clause. If any provision of the Contract or these GTC is or becomes invalid or ineffective, this shall not affect the validity and effectiveness of the other provisions of the Contract or these GTC. In this case, the Contracting Parties undertake to replace the invalid and/or ineffective provision by agreement with a new provision that best corresponds to the originally intended purpose of the original provision.
- 15.9 Waiver of Rights. If either Contracting Party overlooks or waives any failure, breach, delay or non-compliance with any obligation arising from the Contract and/or these GTC, such action shall not constitute a waiver of such obligation with respect to its continuing or subsequent failure, breach or non-compliance, and no such oversight or waiver of obligations shall be deemed effective unless expressed in writing for each individual case.
- 15.10 GDPR, compliance. The privacy policy for business partners is available at:
www.skodagroup.com/privacy/personal-data/skoda-electric-a-s
- 15.11 The Customer has adopted and complies with an internal corporate compliance program designed to ensure the compliance of the Customer's activities with the rules of ethics, morals, applicable legal regulations and international treaties, including measures aimed at preventing and detecting their violations within the Corporate Compliance Internal Investigation program of the ŠKODA TRANSPORTATION group.
- 15.12 The Supplier (and any natural or legal person who cooperates with it and whom it uses to fulfill its obligations under the Contract or in connection with its conclusion and implementation, i.e. employees, agents or external collaborators) respects and complies with applicable legal regulations, including international treaties, and basic moral and ethical principles. The Supplier rejects and refrains from

any tortious conduct. In particular, the Supplier shall not commit, approve or permit any direct or indirect action that would cause the Supplier or any of its employees, agents or external collaborators to violate any applicable laws relating to bribery or corruption. This obligation applies in particular, but not exclusively, to any unlawful influence, unauthorized payments/payments without legal title or performance of such nature in relation to state officials, representatives of public authorities, families or close friends. If the Supplier acts for or on behalf of the Customer, it shall demonstrate compliance with the above principles.

15.13 Priority of Documents. The Contracting Parties agree that if there is a conflict between the documents listed below, the documents listed below shall prevail in accordance with their significance. The most important document is the one listed first:

1. Contract without annexes
2. Customer's request – if it is an annex to the Contract
3. GTC-STC
4. these GTC
5. documents according to paragraph 15.3 of these GTC
6. Supplier's offer – if it is an annex to the Contract.

SUPPLEMENTAL TERMS AND CONDITIONS FOR OVERHEAD AND INVESTMENT PROCUREMENT OF ŠKODA ELECTRIC a.s. PERFORMANCE OF WORK AT THE CUSTOMER'S SITE

version 2026-1

(hereinafter referred to as "GTC-STC")

1. Introductory provisions, definitions of some terms

- 1.1 These GTC-STC **modify and supplement** the General Terms and Conditions for Overhead and Investment Procurement of ŠKODA ELECTRIC a.s. (hereinafter referred to as the "GTC"), **exclusively in the case where the subject of performance is the performance of work on site on the Customer's premises (construction, plumbing work, machine repairs, assembly and other similar work).**
- 1.2 All definitions set out in article 1 of the GTC shall also apply to these GTC-STC, provided that individual terms are capitalized.
- 1.3 For the purposes of these GTC-STC the following terms applies:
- **Client (or also Investor)** defined as Customer in GTC.
 - **Contractor** defined as Supplier in GTC.
 - **Work (or also Construction)** defined as Subject of Purchase in GTC.
 - **ŠKODA Doudlevice site:** Průmyslová 610/2a, Doudlevice, 301 00 Pilsen.
 - **Work Site (or also Construction Site):** the physical location of the implementation of the Work (Construction).
 - **TSI:** technical supervision of the Client (Investor).
 - **AS:** author's supervision of the Client.

2. Execution of the Work

- 2.1 Assignment. The Contractor declares that it has verified the local conditions of the Work Site and that, based on this familiarization, it is able to complete the Work at the Work Site in full for the agreed Price.
- 2.2 The Contractor is obliged to familiarize itself in detail with the Client's assignment (which may include, for example, project documentation) and **notify the Client of any defects in the assignment** that it has discovered, no later than the following deadlines:
- a) in the case of an assignment that does not include project documentation, **at the latest before submitting the bid;**
 - b) in the case of an assignment that includes project documentation and at the same time if the defect was obvious, **at the latest before submitting the bid;**
 - c) in the case of an assignment that includes project documentation and at the same time if it concerns a defect that was not obvious, **no later than 30 days from the conclusion of the Contract.**

After this deadline, if a Contract is concluded with the Contractor, all defects in the assignment that the Contractor knew about or could have discovered shall be borne by the Contractor.

- 2.3 In carrying out its activities, the Contractor shall be guided by the provisions of the Contract, the Client's initial documents, its instructions, records (especially from inspection days and in the construction log), agreements between the Contracting Parties concluded during the performance of the Contract, the decisions and statements of public authorities, orders of TSI and AS and the OHS coordinator.
- 2.4 The Contractor is obliged to submit to the Client for approval all design solutions, product information, material samples and other supporting documents for the materials to be used to perform the Work, within a reasonable time frame according to the nature of the matter, so that the Client can approve or disapprove the use of this material and thus the performance of the Work, and thus avoid delays.
- The Contractor is not authorized to commence work related to the design solution without the prior approval of the Client. If the Contractor commences such work, it is obliged to remove it at the request of the Client and at its own expense and do it again according to the Client's approved design solution.
- 2.5 Additional work / less work. All activities or deliveries outside the scope of the work agreed under the Contract, additionally requested by the Client or activities or deliveries required by an administrative authority, must always be agreed upon in a written addendum to the Contract.

The price for additional work or less work, and therefore an increase or decrease in the Price, shall be determined by agreement between the Contracting Parties based on the Contractor's calculation and approval by the Client. For works and materials not included in the Contract as a separate price item, the Contractor shall submit 3 competitive bids, or the Client shall submit 1 additional competitive bid; the lowest bid must be selected from these bids, unless otherwise agreed by the Client.

- 2.6 The Client shall not be obliged to pay the Contractor for any work that is not the subject of the Contract and is carried out by the Contractor without the Client's written consent, and the Contractor undertakes to remove such parts of the Work at its own expense upon the Client's written request.
- 2.7 Continuous review of the Work. If the Work includes activities and work that cannot be inspected in the next part of the Work without additional costs (e.g. **inspection of the work** before covering it, etc.), the Contractor is obliged to invite the Client (or TSI) in advance (at least **2 working days**) to carry out their inspection. If the presence of state administration authorities, local governments or other entities affected by applicable legal regulations or customs

is also required for this inspection, the Contractor is obliged to invite these entities within this period. Performing an inspection pursuant to this paragraph does not relieve the Contractor of responsibility for the correct execution of the Work.

- 2.8 Setting up Facilities. If necessary, the Contractor shall provide its own facilities (including necessary equipment) for the operation of the Work Site, after prior approval by the Client (regarding the size and location of the facilities). The Contractor shall vacate these facilities no later than the moment of handover and acceptance of the entire Work without defects and unfinished work.
- 2.9 Safety, fire and hygiene rules must be observed on the Work Site, in particular with the exception that smoking, consuming alcohol and other addictive substances, preparing food, keeping animals, etc., are banned on the Work Site.
- 2.10 If necessary, the Contractor will provide a construction connection to electricity and water or other power sources at its own expense during the execution of the Work. The connections must meet the requirements of standards, including revisions, if required. These power sources will be tapped at locations designated by the Client.
- 2.11 Schedule. The Contractor shall coordinate the progress of the work with the Client (or with its representative - TSI, AS, OHS coordinator) with regard to the impact of the work on the production and operation of the Client and other owners or tenants of property directly or indirectly adjacent to the Work Site.
- 2.12 The Contractor declares that it is aware that the Work will be performed while the Client remains in operation.
- 2.13 OHS. The Contractor undertakes to ensure OHS at the Work Site throughout the duration of performing the Work.
- 2.14 The Contractor shall ensure the safety marking of the Work Site at its own expense in accordance with the relevant standards.
- 2.15 Movement of people on the Work Site. The Contractor is obliged to allow access to the Work Site to persons designated by the Client (e.g. TSI, AS, OHS coordinator) to inspect the Contractor's activities related to the execution of the Work.
- All of the above persons move around the Work Site at their own risk and peril and are required to comply with OHS regulations and use the protective equipment specified and provided by the Contractor.
- 2.16 The Contractor is obliged to ensure that no unauthorized persons enter the Work Site without the consent of the Client.
- 2.17 The Contractor is obliged to ensure that all persons entering the Work Site are informed of any hazards arising from the Work.
- 2.18 Work Manager / Construction Manager. The Contractor is obliged to ensure the presence of a manager or his competent representative on the Work Site throughout the entire period of performance of the work in the Work Site to provide qualified information on the performance of the Work.
- 2.19 Meetings. The Contractor shall ensure the participation of its authorized and delegated representatives in all regular meetings, building approval procedures, etc., if required by the Client.
- 2.20 Negative impacts of Work, cleaning, waste. The Contractor is obliged to reduce the restrictions and disruptive interventions in other parts of the building at the Work Site and complex of ŠKODA Doudlevice and Průmyslová Street to the technologically necessary extent in terms of the scope of these restrictions and interventions, as well as their duration. When executing the Work, the Contractor shall ensure that the use of the area of the Work Site and buildings of the ŠKODA Doudlevice complex is disturbed as little as possible, that the operation of the buildings and the ŠKODA Doudlevice complex is not significantly restricted, and that cleanliness is maintained.
- 2.21 The Contractor is obliged to ensure at its own expense that **minimum dust** is created, including the possible covering of current equipment and utility systems or entrances and passages to surrounding areas.
- 2.22 The Contractor is obliged to ensure regular (daily) cleaning of dirty areas inside and outside the Work Site caused by its activities on the Work and related operations.
- 2.23 The Contractor is obliged, after completion of all activities, but no later than the moment of handover and acceptance of the entire Work, to carry out a final complete cleaning of the Work Site and the areas affected by its activities, including the removal of material residues, waste, rubble, etc., and the vacuuming of dust from walls, equipment and utility systems resulting from construction activities, the removal of construction equipment, etc., and to restore to their original or correct condition the spaces that served as access or support for the Work Site equipment and facilities, if such spaces were used by the Contractor during its activities.
- 2.24 The Contractor is obliged to transport, at its own expense, all waste generated outside the Client's premises and ensure its disposal in accordance with applicable legislation.
- The Contractor further declares that it is a waste producer within the meaning of Act No. 541/2020 Coll., and shall ensure that all hazardous chemical substances and agents harmful to water that it plans to use during the execution of the Work will be:
- stored in packaging marked with the type and method of storage specified by the manufacturer,
 - marked in accordance with the requirements of special legal regulations,
 - secured against possible leaks into water or soil.
- 2.25 Tests of the Work. The Contractor shall arrange, at its own expense, operational and comprehensive tests of the Work and its parts, depending on the nature of the Work.
- 2.26 Defects discovered during the execution of the Work. If any defects in the Work are discovered, the Contractor shall eliminate these defects free of charge within the deadlines set by the Client, or within the deadlines set by the building authority in the case of defects discovered during the building inspection process.
- 2.27 Damage. The risk of damage (including loss and theft) to:
- a) construction materials, the Work in progress, parts of the Work or the completed Work shall be borne by the

Contractor, from the moment of accepting the Work Site by the Contractor until the moment of the proper handover of the Work to the Client;

- b) construction equipment, tools, etc., is borne by the Contractor.

2.28 The Contractor is obliged to remove all possible damage that it might cause to the building, the complex of ŠKODA Doudlevice, the Client's property, other owners and/or tenants of the property within the ŠKODA Doudlevice complex, including their employees and business partners, at its own expense and without undue delay. The Contractor is obliged to immediately remedy any defective condition caused by or in connection with the execution of the Work, which, by itself or in combination with other circumstances, would interfere at any time during the execution of the Work with the legally protected interests of the Client, tenants or users of the premises on the Client's complex or third parties.

2.29 Camera system, GDPR. The Contractor acknowledges that the Client operates a camera system with recording on the premises, which can also be found in the area where the Work is being executed. The Contractor expressly declares that the Work will be executed in such a way that the privacy of its employees and the employees of its subcontractors is not violated. The Contractor declares that all of its employees and all employees of the Contractor's subcontractors present at the Work Site were notified of this fact before concluding the Contract and gave their consent to the Client's recording and processing of the camera record or will be informed of this before entering the ŠKODA Doudlevice premises.

3. TSI, AS, OHS coordinator, construction log

3.1 TSI, AS, OHS coordinator. The Client informs the Contractor whether a TSI, AS, or OHS coordinator will be used during the execution of the Work, prior to the handover of the Work Site. If they are used, the Client will also provide the Contractor with contact details for these persons.

3.2 Construction Log. In the event that this is required by applicable legislation and common practice, the Contractor is obliged to keep a construction log on the Construction Site from the date of takeover of the Construction Site, in accordance with common practice, i.e. in particular in accordance with the relevant provisions of Act No. 283/2021 Coll., Construction Act, as amended, and implementing regulations, in which an authorized employee of the Contractor will record essential data related to the Work on a daily basis.

3.3 All facts relevant to the performance of the Contract are recorded in the log, in particular data on the progress of work or obstacles that prevent smooth progress, current weather conditions, etc.

3.4 The log will be made available to the Client's representative on working days for inspection and making entries. The Client is obliged to monitor the content of the entries in the construction log and is entitled to attach its opinions to the entries.

3.5 The construction log will be kept in an original with two copies, with the first copy going to the Client, the second to the Contractor. The Contractor is obliged to store a second copy of the daily records separately from the original so that

it is available in the event of loss of the original. Upon handing over the Work, the Contractor is obliged to hand over the original construction log to the Client for archiving pursuant to Section 154 (1) of Act No. 183/2006 Coll., as amended.

3.6 In addition to the Contractor's construction manager, the Client's delegated representative (e.g. TSI, AS, OHS coordinator) may make the necessary entries in the log.

3.7 Daily records are to be legibly written and signed by an authorized person of the Contractor on the day the work was carried out or the circumstances that are the subject of the record have occurred. Only exceptionally can it be done on the following day. Blank spaces must not be omitted in daily records. Writing over or crossing out entries in the construction log is prohibited, as well as tearing out the originals of individual pages. The construction log ends on the day of the completion of the Work and its handover to the Client.

3.8 If the Contractor's construction manager disagrees with the Client's (or its representative's) record, he is obliged to attach his statement to the record **within 3 working days**, otherwise his agreement with the content of the record is taken for granted.

If the Client (or its representative) does not agree with the content of the entry made by the Contractor's construction manager, it shall record its disagreement in the construction log **within 3 working days**, stating the reasons; otherwise, it shall be deemed that it agrees with the content of the entry.

3.9 An entry recorded in the construction log, signed by the Contractor's construction manager and the Client (or its representative), is evidence of the recorded fact and is the basis for any contractual modifications, but does not constitute a change to the Contract.

3.10 TSI Activities. The TSI in particular:

a) continuously monitors whether the work is carried out in accordance with the assignment forming part of the Contract, in particular with the project documentation, according to the Client's instructions, technical standards and other regulations,

b) is authorized to discuss minor changes to the Work, project documentation, materials and additional work, which must then be submitted in writing to the Client for approval,

c) is entitled to order the Contractor's workers to stop work if the Contractor's construction manager cannot be reached and if the health of the workers is at risk or there is a risk of material damage to the Client. However, it is not authorized to interfere with the Contractor's management activities,

d) regularly checks and confirms the construction log with his signature,

e) may convene, manage and take minutes of control meetings,

f) together with the Client, accepts the Work and its individual parts in accordance with the Contract.

4. Handover and acceptance of the Work

4.1 Documentation to be handed over. The Contractor is obliged, as part of the handover of the Work, to also hand over, if relevant to the given type of Work, the following:

- all certificates, reports and protocols on tests stipulated by applicable regulations, in particular:
 - certificate of testing of the materials used,
 - declaration of conformity for the material used and the products delivered,
 - report on pressure tests, tightness tests, etc. (plumbing, sewage, heating system, fire alarm system, etc.),
 - fire protection seal installation protocol,
 - report on geometric measurements,
 - inspection report (electrical, etc.),
 - documents on waste disposal (unprocessed, contaminated rubble, etc.),
- user manual, service manuals, operating instructions for the supplied equipment,
- operator training documents,
- a complete list of subcontractor addresses (if any) with all contacts (business addresses, telephone numbers, e-mail addresses, etc.).

4.2 Furthermore, the Contractor is obliged, as part of the handover of the Work, to also hand over:

- a) the construction log, if relevant to the type of Work,
- b) as-built documentation (hereinafter referred to as “**ABD**”) including geometric measurements of the constructed underground engineering networks, if this documentation forms part of the Work under the Contract.

The ABD must include a drawing of all changes according to the actual status of the work performed. The ABD shall contain the modified and supplemented documentation handed over by the Client to the Contractor for the execution of construction, i.e. even drawings in which no changes or additions have been made.

4.3 The Contractor undertakes to provide the Client with all documentation specified:

- a) in paragraph 4.1 of these GTC-STC: in printed or digital form, always in Czech, German or English,
- b) in paragraph 4.2 a) of these GTC-STC: in printed form, original, in Czech,
- c) in paragraph 4.2 b) of these GTC-STC: identically both in printed form in 3 identical copies, and in digital form on 2 data carriers with identical content (on each carrier, documentation in PDF format and in editable DWG format / MS Office program format stored in separate directories), in Czech,

always in the scope and quality according to applicable legislation and common practices.

4.4 Call for handover. The Contractor shall invite the Client in writing to accept the completed Work **at least 2 working days** in advance.

4.5 Handover procedure. The Contracting Parties shall draw up a protocol on the handover and acceptance of the Work, which will contain, in addition to basic technical data, in particular a statement of the quality of the work performed, the execution of the Work to the required extent and within the required deadline, and a list of the documentation handed over. In the protocol, the Contracting Parties shall simultaneously confirm the handover and acceptance of documents and items necessary for the use of the Work (e.g. instructions, warranty certificates).

In the event of partial handover of the Work (if agreed upon in the Contract), the Contracting Parties shall always prepare a protocol on the handover of the given part of the Work. Documents shall not be handed over when handover part of the Work; they shall only be handed over when handover the entire Work.

4.6 If the Client refuses to accept the Work due to defects and incompleteness of the Work, a record will be drawn up in which the Contracting Parties state their positions and their justifications, including a proposal for further action.

The Contractor is obliged to eliminate at its own expense all identified defects and backlogs of the Work specified in the record, within the deadlines set out in the handover protocol.

4.7 If the **Work has defects** specified in the record, or if the **final cleaning or waste removal was not performed properly, or if all required documents were not handed over, the Client is not obliged to pay the price of the Work** and the Contractor is obliged to remove all identified defects at its own expense, carry out the missing activities and hand over the missing documents to the Client, with the understanding that a new handover procedure will take place. Until all defects have been properly eliminated, missing activities have been performed, and all required documentation has been handed over, the Work shall not be considered properly completed and handed over, unless the Contracting Parties agree otherwise.

4.8 The Contracting Parties exclude the application of the provisions of Section 2628 of Act No. 89/2012 Coll., Civil Code, as amended, and it is up to the Client whether or not to accept the Work with isolated minor defects.

5. Obligations of the Client

5.1 The Client shall, within the agreed period, otherwise until the handover of the Work Site to the Contractor, handover to the Contractor all documents and information requested by the Contractor that are at its disposal, if they are necessary for the implementation of the Work.

5.2 The Client shall hand over the Work Site to the Contractor no later than the date specified in the Contract.

5.3 The Client shall properly and timely fulfill its obligations arising from the requirements for mutual cooperation in execution the Work, as set out in applicable legal regulations and in the Contract.

5.4 The Contractor is obliged to notify the Client that it is in default with the fulfillment of any of its obligations. If the Contractor does not notify the Client in accordance with the previous sentence, the Contractor cannot insist that the Client delay the Work.

6. Liability for defects in the Work

- 6.1 The Contracting Parties have agreed that in the event of defects in the Work occurring during the warranty period, the Client is obliged to notify the Contractor of the existence of these defects, and the Contractor is obliged to eliminate the defects in the Work reported in writing, i.e. the claimed defects, free of charge, within the period specified in paragraph 9.6 of the GTC, unless the Contracting Parties agree otherwise and technological procedures allow this.
- 6.2 If the **existence of a defect in the Work causes damage to the Client** (leakage, malfunctioning lighting, etc.), the Contractor shall eliminate the defect immediately and if it is not possible to eliminate the defect immediately, the Contractor shall be obliged to take measures at its own expense to prevent the continuation of such damage (e.g. temporary repair, installation of temporary lighting sources, etc.) before properly eliminating this defect.

The Contractor is fully liable for all damage caused to the Client or other parties. The Contractor undertakes to compensate the Client for the damage in full within 30 days from the date of delivery of the Client's written request.