

ŠKODA JS a.s. GENERAL BUSINESS TERMS AND CONDITIONS FOR PURCHASE

JS-NAK/90/10
VERZE R4/09/2020

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1 Basic Provisions

- 1.1 These General Business Terms and Conditions of Purchase (further referred to as the “GBTCP”) set forth the rights and obligations for the purchase of goods, work and services between ŠKODA JS a.s., registered office at Orlík 266/15, 316 00 Plzeň, company registration number: 25235753 VAT No.: CZ 25235753 registered in the Commercial Register maintained by the Regional court in Plzeň, file no. B 811 (further referred to as the “Customer”) as a buyer, ordering party or customer acquiring goods and services and a seller, contractor or provider of goods and services (further referred to as the “Contractor”), i.e. between the contractual parties (further referred to as the “Parties”) for the supply of goods, work performance or service providing (further referred to as the “Performance”). These GBTCP and provisions herein apply to any Performance of the Contractor provided to the Customer regardless of whether the binding relationship arises from an individual order placed by the Customer and confirmed without reservation by the Contractor where the subject of such order is the purchase and sale of goods, work performance or provision of a service (further referred to as the “Order”) or whether it arises from a written purchase contract, contract for work or a similar type of contract where the subject of such contract is the sale and purchase of goods, work performance or provision of a service (further referred to as the “Contract”), provided the GBTCP are explicitly referred to.
- 1.2 These GBTCP are available to the Contractor on the Customer’s website www.skoda-js.cz and the determining version of the GBTCP for the purpose of assessing the rights and obligations of the Parties arising from the binding relationship is the version that is valid on the date of

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issuing the Order by the Customer or on the date of entering into a Contract, provided such Contract is not preceded by an order. By entering into the Contract or accepting the Order, the Contractor recognizes the existence of the GBTCP and undertakes to follow them. In case the Contractor enters into the Contract or accepts the Order with reservations which amend the Contract or Order of the Customer or the present GBTCP, the reservations shall not be binding for the Customer except for cases and to the extent in which the Customer explicitly accepts such amendments in writing.

- 1.3 The content of the GBTCP may be changed by agreement between and by the Parties contained in a written Contract or a written Order. Different covenants in the Order/Contract shall prevail over the provisions of the present GBTCP.

2 Order/Contract Conclusion

- 2.1 The Order/Contract draft proposal can only be made in any of the following ways:
 - a) personal delivery,
 - b) sending by courier,
 - c) sending by mail,
 - d) sending by fax,
 - e) sending by email, where the moment of delivery for the above-mentioned ways is deemed to be the moment of:
 - (aa) issue of a written acknowledgement of the Order/Inquiry receipt by the Contractor,
 - (bb) delivery by a courier, provided that the Contractor acknowledged the receipt,
 - (cc) delivery or rejection of the consignment, provided that it was addressed to the registered office of the Contractor or to the address provided to the Customer in writing,
 - (dd) actual delivery acknowledged by fax,
 - (ee) actual email delivery (email with a return receipt).
- 2.2 The Order/Contract is concluded at the moment the Contract is signed by the both Parties, or when a written Order acknowledgement is delivered to the Customer in one of the forms stated in Art. 2.1 of this GBTCP section.
- 2.3 Only a written Order/Contract (or its written revision or amendment) is binding. Unless a different term is stated in the Order/draft of Contract, the Contractor shall acknowledge the Order/draft of Contract within a period of 5 days. If the Order/draft of Contract is not acknowledged within the defined term, the effects of early acceptance of the Order only become effective in cases set forth in section 1743 of Civil Code. The Customer reserves the right to cancel the Order/draft of Contract at any time before receiving its acknowledgement.
- 2.4 The Parties explicitly agree that any change included in the Order/draft of Contract acknowledgement made by the contractor against the original wording of the Order/draft of Contract of the Customer (i.e. any amendments, reservations, limitations or other changes) represents a new proposal for Order/Contract conclusion. If the Customer does not accept this new proposal in writing within 10 days of its provable delivery, it is deemed that the Customer does not agree with the proposed change and the Order/Contract is not concluded.
- 2.5 The Parties explicitly agree that for the Contract/Order to be concluded, it is necessary to agree upon all (not only substantial) issues, unless the Order/Contracts states otherwise.

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3 Performance Subject and Terms and Conditions

- 3.1 The scope of Performance is specified in the relevant Order/Contract. The Contractor fulfils its obligation under the Order/Contract upon acceptance of the Performance by the Customer at the Performance site in accordance with Art. 3.9 in this GBTCP section. For the purposes hereof, the obligation of the Contractor following from the Order/Contract is deemed to be:
- a) Goods delivery – in case of a Purchase Contract,
 - b) Work performance – in case of a Work Contract,
 - c) Provision of Services – in case of a Service Contract.
- 3.2 Any and all Performances shall be fulfilled by the Contractor duly and timely, in compliance with the GBTCP and Order/Contract including compliance with the subject and purpose resulting from the Order/Contract. The Contractor explicitly undertakes to meet any and all requirements of regulations in the field of occupational safety and health protection, fire protection and environmental protection regulations valid and effective in the Czech Republic, as well as similar internal regulations of the Customer, provided that the Contractor became provably familiar with them prior to performance. The Performance shall not be burdened by the rights of any third party and shall be fit for safe and reliable use on the site of end use. The Contractor also declares that the Contractor has examined all the conditions, legal requirements, essential schedules, drawings and plans and has obtained at his own responsibility all additional information and details that he needs to duly carry out the Performance, such as the conditions of the performance site or site of end use, the accessibility of the site, storage and lifting devices, as well as any regulations necessary to properly perform the Contract/Order. To avoid any doubts the Customer has no liability for expenses in connection with any errors or for losses caused by the Contractor's failure to acquire or ensure such information, documents or other materials.
- 3.3 The Performance shall meet the technical and quality requirements defined in the Order/Contract documented by the quality records in accordance with the requirements of the Quality System ISO 9001:2015, as well as all requirements of standards valid and effective for the site of end use, and shall be executed in accordance with good engineering practice. The Contractor confirms that the recommended provisions of legal and technical standards are binding for the purposes of the Order/Contract Performance. The Contractor shall carry out the Performance in accordance with the Quality Plan approved by the Customer.
- 3.4 If it is later found that it is necessary to ensure additional work, goods or services in order to properly perform the subject of the Contract/Order and/or for the purpose of proper and safe use or operation of the Performance and/or for the purpose of meeting the agreed or usual parameters and functions of the Performance, the Contractor shall at his own costs and risk supply all such work, goods or services, even if these are not explicitly set forth or described in the Contract/Order. Any such work, goods or services shall be deemed in the scope of the Contractor's duties and included in the agreed price. Any works, goods or services that become necessary due to an error, omission or negligence of the Contractor shall not be subject to acknowledgement, Contract/Order amendment or any other payment above the agreed price.

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- 3.5 An integral part of the Contractor's Performance is to obtain and maintain in force and effect all consents, permits and similar decisions from public and other authorities needed for the Performance.
- 3.6 The Contractor is obliged to hand over to the Customer all documentation required for the hand-over, proper use and maintenance of the Performance at the moment and place of its delivery, such as the User and Operating Manual, a list of spare parts, etc., and to provide the Customer's staff with the necessary training if the nature of the Performance so requires.
- 3.7 Based on Article 33 of Regulation (EC) No 1907/2006 - REACH, the Contractor of the Performance undertakes to inform the Customer, upon the first delivery at the latest and also upon any change that may occur, whether the Performance to be supplied contains any substances of very high concern (further referred to as "SVHC substances") in concentrations exceeding 0.1 weight %. Should it be the case, the Contractor shall specify the substance and its concentration in the Performance and shall further familiarize the Customer with measures that must be taken in order to use the Performance safely, or inform the Customer that no such measures are needed to be taken. In case that the Contractor does not provide to the Customer with information on the content/non-content of SVHC substances in the Performance, the Performance delivered by the Contractor shall be deemed containing no SVHC substance.
- 3.8 Based on Regulation (EC) No 1907/2006 - REACH, the Contractor for chemical substances and mixtures undertakes to comply with the obligations concerning the registration, provision of a safety data sheet (SDS) in Czech (or any other agreed language) in accordance with Article 31 of REACH as amended or notification according to Article 32(1) of REACH as amended applicable to substances and mixtures for which a safety data sheet does not have to be provided, and if so required by legislation, also respective exposure scenarios forming annex to SDS in Czech (or any other agreed language) in accordance with Article 31(7)(1) of the REACH regulation as amended or information from the exposure scenarios included in SDS in accordance with Article 31, par. 7(2) and 7(3) of the REACH regulation as amended. Further the Contractor undertakes to inform the Customer on the possible enlistment of a substance delivered by the Contractor on the List of Substances of Very High Concern.
- 3.9 Unless otherwise specified in the Order/Contract, the place of Performance is the Customer's registered office and other premises in Plzeň, under the term of DDP, in the registered office of the Customer in Plzeň, Czech Republic (INCOTERMS 2010).
- 3.10 The hand-over of the Performance is always confirmed by a written Performance hand-over protocol or by a delivery note confirmed by the Customer's agent and the obligation to carry out the Performance is fulfilled only after the Customer confirms the delivery note.
- 3.11 A Performance loss risk shall be assigned from the Contractor to the Customer in compliance with the respective delivery term. The title to the Performance shall be assigned upon payment or acceptance of the Performance by the Customer, whichever occurs earlier.
- 3.12 In case the Contractor is unable to meet its obligation in the agreed scope, quality or due date for serious reasons, he is obliged to notify the Customer of that in writing without delay together with information on measures taken by the Contractor to mitigate the consequences of delay, and stating when the Performance shall be executed by the Contractor. Accepting such notice, even in written form, shall not be deemed to be a change in the due date, price or any other condition of the Order/Contract or present GBTCP accepted by the Customer.

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- 3.13 The Customer is entitled to suspend the provision of the Performance. If such suspension has an impact on the Performance due date or price, the Customer is obliged to negotiate without delay a change in the due date and price with the Contractor.
- 3.14 The Customer is entitled to reject the Performance as a whole or in part if the Contractor breaches its obligation with regard to the agreed time for the Performance, quantity, sort, quality, i.e. in case the obligation of the Contractor is not met duly and promptly; this also applies in cases when the fault on the Performance does not exclude or limit the fitness of the Performance to serve its purpose. In such case the Customer must submit or send the Contractor notice containing the reason for rejecting the Performance, the nature of the defects and the deadline of their rectification. If the Contractor does not rectify the stated defects within the deadline, the Performance shall be deemed undelivered.
- 3.15 The Contractor has the right to pass on the Performance to the Customer at an earlier date only based on the prior explicit written approval by the Customer.
- 3.16 Unless otherwise specified in the Order/Contract, the Performance cannot be supplied by parts without the prior consent of the Customer.
- 3.17 Any wastes due to and in connection with Contractor's activities shall be disposed of by the Contractor in the prescribed method at its cost. Following the Customer's request, the Contractor shall, without delay, document the method of waste disposal. All losses, costs and penalties related to incorrect waste disposal by the Contractor shall be borne by the Contractor.

4 Price

- 4.1 The price set by agreement between and by the Contractor and Customer (further referred to as "Contractual price") is fixed, full, final, immutable and the maximum allowable. The price is stated in the Order/Contract and unless otherwise stated in the Order/Contract, it includes all costs and charges associated with the Performance, especially the price of all materials, works, licence and patent rights, permits, authorizations, preparation of the required documentation, packaging, transport, insurance, training, etc., corresponding to the agreed delivery condition. The Contractor is not entitled to payment of any other amounts of whatever type, unless the amounts are explicitly specified in the Order/Contract.
- 4.2 The price is stated excluding the Value Added Tax (VAT). VAT shall be applied in the amount as per the legislation in force at the date of tax liability.
- 4.3 If the price in the Order/Contract is not set as a fixed price but is determined by reference to approved budget or accounting rates, the Contractor is obliged to keep corresponding records of the performances and incurred costs, and to justify the invoiced price to the Customer.
- 4.4 Any change in the price shall be approved in writing by the Customer in the form of an amendment to the Order/Contract.
- 4.5 Each of the Parties is fully responsible for meeting their tax obligations.
- 4.6 If retention is stipulated in the Order or Contract and if insolvency proceedings was initiated against the Contractor before the retention due date, the Customer is not obliged to pay the retention until a ruling is given on the insolvency petition. In the event that the court decides on bankruptcy of the Contractor, it is agreed that the amount corresponding to the amount of the retention on the day of the initiation of insolvency proceedings constitutes a discount from

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the price of Performance provided by the Contractor to the Customer. The Parties have also agreed that this discount from the price corresponds to the Customer's costs associated with the removal of defects in the Performance, if applicable, and that appraised in this way are also the Customer's rights under the provisions of the Order/Contract or the present GBTCP relating to the Performance quality and defects when the Contractor is unable to meet its obligations resulting from its responsibility for quality and defects.

- 4.7 The Parties have expressly agreed that the Contractor is only entitled to payment if Performance is entirely free of defects, unless otherwise specified in the Order/Contract.
- 4.8 The Parties agree that the Contractor bears the risk of any change of circumstances.
- 4.9 The Parties explicitly agree that the Contractor shall only be entitled to an advance payment if such advance payment is explicitly agreed upon in the Order/Contract.

5 Payment Terms and Conditions

- 5.1 The Customer undertakes to pay the Contractor a price based on the invoice issued by the Contractor following proper and timely Performance execution. The invoice shall include the written Performance hand-over protocol confirmed by the Customer or the delivery note.
- 5.2 Unless otherwise specified in the Order/Contract, the invoiced amount shall be due 60 days from the delivery of the invoice to the Customer.
- 5.3 A payment of the invoice shall not be deemed an approval or acceptance of the Performance or its part, nor confirmation by the Customer of proper and timely completion of the Performance or its part.
- 5.4 Payments shall be made by a bank transfer to the Contractor's account in a currency in which the price is specified in the Order/Contract, to the bank account stated in the invoice. Each of the Parties may change its Bank account by a separate written notice. Such a change is effective from the date of the notice delivery to the other Party. A changed bank account shown in the invoice shall not be deemed to be the notice in terms of this Article.
- 5.5 The Contractor shall be entitled to payment of the contractual price or a part thereof for proper fulfilment of its obligations according to Article 3 hereof, i.e. on the day of (partial) implementation of taxable supply according to the Order/Contract in compliance with the agreed payment milestone and confirmation/issue of a record of fulfilment of (sub-)taxable supply, or confirmation of the delivery note by a representative of the Customer.
- 5.6 In addition to the particulars of a standard tax document according to respective legal regulations, the invoice shall include the particulars below:
- a) Address of the Contractor providing the taxable supply,
 - b) Tax identification number of the Contractor,
 - c) Address of the Customer who was provided the taxable supply,
 - d) Tax identification number of the Customer,
 - e) The scope and subject of the taxable supply,
 - f) The total invoiced amount,
 - g) Order/Contract number of the Customer,
 - h) Name and code of the financial institution of the Contractor,
 - i) Account number which the invoiced amount is to be sent to (in accordance with the Order/Contract),

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- j) Invoice due date in accordance with the Order/Contract,
 - k) Signature and stamp of the Customer.
- 5.7 The Contractor is obliged to deliver the invoice to the Customer in two original copies. The place of delivery is the filing room of ŠKODA JS a.s., Orlík 266/15, 316 00 Plzeň, Czech Republic. The date stamped by the filing room and, in case of personal delivery, the date stated by the receiving employee of the Customer is the date of the invoice delivery.
- 5.8 If the Customer receives an invoice that does not include the above mentioned particulars or other particulars generally binding under legal requirements as well as particulars agreed upon in the Order/Contract and GBTCP, the Customer is entitled to return such invoice and not make any payment, and this shall mean that the Customer is not late in making the payment. The Customer is obliged to state the reasons for returning the invoice. The Contractor is obliged to correct the invoice, or issue a new one. An invoice due date is terminated by a justified return of the invoice and a new due date starts to run from the day when a proper or corrected invoice is delivered to the Customer. The invoiced amount is deemed paid the moment when the relevant amount is deducted from the bank account of the Customer and this moment is deemed to be the moment when the Customer fulfils its payment obligation.
- 5.9 In the event that the Customer identifies any defect in any part of the Performance, the price or its remaining part due date is interrupted. The interrupted due date of the price or its remaining part shall start to run again from the date when in accordance with the choice of the Customer under the GBTCP:
- (i) the Contractor removes the Performance defects in question and enables its proper use; or
 - (ii) the Customer delivers a notice to the Contractor that the Customer applies an adequate discount from the price for the defective part of the Performance.
- 5.10 In the event that the Contractor is a foreign entity, the Contractor is obliged to submit a certificate of its company's tax domicile to the Customer. If the regulations in force in the Czech Republic in connection with the implementation of the contractual relationship impose an obligation on the Customer to pay taxes from the Contractor's income to local authorities, the Customer shall fulfil these obligations resulting from the above regulations.
- 5.11 The Contractor expressly declares that:
- (i) it is not an unreliable payer in terms of § 106a of Act No. 235/2004 Coll., on Value Added Tax, as amended (the "VAT Act");
 - (ii) the bank account of the Contractor to which any payments according to the contract shall be paid by the Customer, is and shall be the account that is duly kept in the register of VAT payers bank accounts;
 - (iii) there are no grounds based on which the Customer would or could become a guarantor for the tax liability of the Contractor incurred in respect of VAT billed by the Customer in connection with the payment of the price according to the contractual relationship between the Customer and Contractor.
- 5.12 The Contractor declares and undertakes to file a regular VAT return and in case of an obligation to pay VAT, to pay this tax to the locally competent tax administrator within the prescribed due date. The Contractor also declares that he has no intention not to pay VAT in connection with the performance of the contractual relationship between the Customer and Contractor, or an intention to reduce the tax or possibly to obtain a tax advantage, and the Contractor has no intention to get into a position when it shall be unable to pay VAT.

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- 5.13 The Customer is expressly entitled to withhold the amount of VAT from the invoice issued by the Contractor according to the contractual relationship between the Customer and Contractor and to reimburse the relevant payment to the Contractor without the withheld amount of VAT in the following cases:
- (i) Any time during the performance according to the contractual relationship between the Customer and Contractor, the Contractor becomes an unreliable payer in terms of the Act on VAT;
 - (ii) The Contractor requires the Customer to make any payment according to the contractual relationship between the Customer and Contractor to a different account than that indicated in the register of VAT payers' bank accounts.
- 5.14 According to the above GBTCP Article, the amount of the retained VAT shall be reimbursed by the Customer according to its choice:
- (i) for the Contractor directly to the respective deposit account of the tax administrator in terms of § 109a of the Act on VAT; or
 - (ii) directly to the Contractor if the Contractor clearly proves to the Customer that the obligation to pay a respective amount of VAT was paid by the Contractor duly and promptly.
- 5.15 To avoid any doubt, the Customer is required not to get default on the payment of a respective amount of the price following the procedure according to the above articles of this GBTCP section.

6 Tests, Inspections, Acceptance Tests

- 6.1 The Customer reserves the right that the Customer, its customer and the end user may perform a quality audit and check any and all supplies and performances included in the Contractor's Performance at the Contractor as well as at the Subcontractors of the Contractor. The Contractor shall also grant the Customer or its authorized representative access to measuring and inspection devices and primary data obtained from these devices. During such inspections, the Contractor shall provide at its own cost entrance to respective areas, appropriate assistance and possible temporary areas for the acceptance inspection participants. Such inspections, however, do not relieve the Contractor of its responsibility to carry out the Performance in accordance with the Purchase Order/Contract, do not limit any possible responsibility claims occurred and in no case do represent an acceptance and take-over of the Performance and/or its part.
- 6.2 The Customer also has the right to check the degree of completion of the Performance at the Contractor and at the Subcontractors of the Contractor and particularly to request information from the responsible personnel at the Contractor or to perform a physical check of the degree of completion of the Performance. The Contractor undertakes to inform the Customer regularly of the progress in the Order/Contract Performance execution according to usual practices, however, always upon the Customer's request.
- 6.3 The Customer reserves the right to accept and review the Performance to determine whether all Order/Contract requirements are met.

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- 6.4 Should any defect, including deviations from the parameters specified in the Purchase Order/Contract, occur with the Performance or its part upon its hand-over, the Contractor is obliged to remove such a defect within a reasonable period of time specified by the Customer. In such a case the Performance hand-over must be repeated. Should the defect not be remediated within the specified period of time, the Customer is entitled to require a replacement or repeated execution of the Performance or its part and the Contractor is obliged to replace or re-execute the Performance or its part or, based on a previous approval by the Customer, to ensure defect remediation within a reasonable period of time specified by the Customer. Following the replacement or new performance execution, the acceptance inspection shall be repeated until any and all defects are remediated, including deviations from the parameters specified in the Purchase Order/Contract. Should it become necessary to repeat the acceptance inspection of the Performance for reasons on the Contractor's side, all costs relating to the repeated acceptance inspection, including the costs on the Customer's side relating to its participation in the repeated acceptance inspection, shall be borne by the Contractor.
- 6.5 If the subject of Performance is a device with an impact on nuclear safety, the Customer is entitled to request an analysis of the root causes of any identified defects or production nonconformities.

7 Labelling, packaging and transport

- 7.1 The Seller shall package, label and prepare the Performance for transport or storage, if applicable, in the usual way and in accordance with legal regulations. The packaging must protect the Performance from damage and loss during storage, transport from the manufacturing site to the Performance site or to the site of end use, including any handling during the transport.
- 7.2 The Performance must be labelled in a way that allows a clear first-sight identification of what object is in the package. This labelling must not be washable and must be visibly placed. The Contractor is responsible for the labelling quality and failure to comply with the condition above may form grounds for the Customer's complaint.
- 7.3 If the packaging is labelled as returnable, the Contractor must charge the packaging as an individual item. Upon returning an undamaged packaging to the Contractor, the Customer is entitled to invoice the packaging in the amount of the price invoiced by the Contractor with reference to the invoice based on which it was paid by the Customer.

8 Quality Guarantee, Liability for Defects

- 8.1 The Contractor guarantees that the Performance or its part shall be new and unused and its properties shall be as required by the Order/Contract, fit for use for the purpose resulting from the Order/Contract, or for the usual purpose, and shall maintain the properties required by the Order/Contract. If some properties of the Performance are not specified in the Order/Contract, the Contractor undertakes that the Performance or its parts shall preserve at least the usual properties, correspond to the standards of the Contractor and Customer's countries, possibly of the country of final destination, provided that the destination was communicated to the Contractor, has been performed in full compliance with the description, technical specification and conditions of the Order/Contract and complies with the EU standards and shall maintain these properties for the entire warranty period. The Contractor

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provides a warranty for the quality, used material, workmanship, design/project appropriateness, proper assembly completion and function of the Performance for the duration of 24 months from the date of commissioning, or from the date of Performance application, unless otherwise stated in the Order/Contract, however, not more than 48 months from the date of delivery, and the warranty term starts to run from the moment of the Performance hand-over by the Customer. The provided warranty does not apply to common operational wear and tear of the Performance. The Contractor provides the Customer with the Performance quality warranty so that the Performance subject shall be suitable to be used for the contractual and otherwise usual purposes, or it shall maintain its contractual and otherwise usual properties, for the warranty period.

The Contractor declares that no legal regulations (including legal regulation relating to the management of hazardous and toxic substances, environmental protection, safety and hygienic standards, technical standards, etc.) are violated by the Customer's use of the Performance and that the Performance meets all the requirements of relevant legal regulations. In the event that the above statement of the Contractor proves to be false, the Contractor is responsible for the related harm to the Contractor.

- 8.2 The warranty period does not run for the period for which the Customer or its clients cannot use the Performance because of its faults which the Contractor is liable for. In case of replacement/remake of the Performance or its part, the warranty period runs for the replaced/remade part from the beginning in its entirety.
- 8.3 If during the warranty period the Customer discovers defects on the Performance, the Customer shall inform the Contractor about the discovered defects in a written notification of defects (hereinafter "Complaint"). The Customer has the right to notify the Contractor about a defect at any time during the warranty period regardless of when the Customer became aware or should and could have become aware of the defect while exercising expert care. Any defect reported during the warranty period shall be deemed to be reported in time and grants the Customers rights arising from faulty Performance.
- 8.4 The Customer is obliged to specify the Performance fault in the Complaint, what claim related to the fault the Customer makes against the Contractor and also a deadline before which he requires the fault to be rectified. The Customer shall determine a fault rectification due date reasonably taking into account the fault character and scope. If the Customer does not determine a due date required by him for the fault rectification, the Contractor shall be obliged to rectify the fault in 7 days from its reporting by the Customer.

In the event that defects of the Performance or its part are found and unless otherwise specified in the Order/Contract, the Customer is entitled to:

- (i) require removal of the defects by supplying substitute Performance or its part or supplying the missing Performance, or by remaking the Performance or its part;
- (ii) require removal of the defects by rectifying the Performance or its part if the defects are rectifiable;
- (iii) require removal of legal imperfections;
- (iv) require an adequate reduction of the Contract price;
- (v) withdraw from the Contract/Order;
- (vi) by itself or through a third party have the defect in question removed and/or ensure delivery of a substitute Performance at the Contractor's expenses.

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The above claims of the Customer shall also apply if the defect constitutes a minor breach of the Order/Contract. The Customer is entitled to change its claims regarding the liability for defects until the complete removal of the defect in question, even without the Contractor's agreement. In the event that the Customer signs the Performance hand/over and acceptance protocol (delivery notice) with reservations, i.e. with minor defects that do not impede the proper use of the Performance, the Customer may apply retention in the invoice in the amount of ten (10) per cent of the Performance Contractual price and pay the Contractor the price less the retention amount. The retention shall be released by the Customer after all defects are removed. In the case of failing to remove any defect specified in the Performance hand-over and acceptance protocol (delivery notice) or a delay in removing it within the agreed deadlines, the Customer is entitled to rectify the defect in question by itself or through third parties and the expenses incurred in connection with the removal shall be reimbursed from the retention money. The retention shall be drawn without any objection of the Contractor by a written notice of the Customer sent to the Contractor stating the reason for drawing and the amount of the retention to be drawn. The Customer is obliged to substantiate the costs for removal of defects that the Customer carried out by itself or through third parties to the Contractor.

The unexpended retention shall be released by the Customer within 30 days from the date of signing the record of removal of all defects by both Parties, in full and/or in the amount of the balance after drawing as mentioned above.

- 8.5 The Contractor undertakes to confirm in writing the receipt of the Complaint to the Customer within 48 hours after a respective Complaint delivery, and to notify the Customer whether it does or does not admit the Complaint. If the Contractor fails to do so in that period, the Complaint is deemed to be admitted. The Contractor is obliged to remove defects at its own costs in a manner specified by the Customer also if the Contractor questions its liability for the defect in question. In the event that the Contractor proves later that he is not liable for the defect, the Customer shall reimburse all reasonably incurred and properly documented costs for removing the defect. Minor defects not subject to the extension of the warranty period and not requiring the Contractor to participate in removing such defects can be removed by the Customer or by a person authorized by the Customer at the Contractor's costs based on an agreement with the Contractor.
- 8.6 If (a) the Contractor fails to remove defects within a specified period, or (b) before the expiry of this period, the Contractor notifies the Customer that he shall not remove the defects, or (c) it is obvious that the Contractor is not able to properly remove the defects in this period, then, the Customer may:
- (i) withdraw from the Order/Contract;
 - (ii) demand an adequate reduction of the Contractual price;
 - (iii) rectify, remake or provide a new delivery of the Performance or part thereof either by itself or through another party at the expense and risk of the Contractor. The Contractor undertakes to reimburse in full such costs expended by the Customer. The procedure pursuant to paragraph (iii) does not affect the Contractor's guarantee for the quality of the Performance or a part thereof, or Contractor's liability for damage caused by defective Performance or a part thereof, or caused by or resulting from the removal of defects in the Performance or a part thereof.

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- 8.7 The Contractor undertakes to hand over to the Customer Performance not encumbered by any right of a third person, i.e. to hand over the Performance free of any legal defects.
- 8.8 The Contractor undertakes to make all his employees working for the Customer familiar with the Quality Policy and Environmental Policy of ŠKODA JS a.s.
- 8.9 Until a defect of the Performance or a part thereof is removed, the Customer is not obliged to reimburse that part of the Contractual price for this defective Performance or its part.
- 8.10 Without its express consent, the Customer shall not accept Performance defects even if they are entered in a public list.
- 8.11 The Parties have explicitly agreed that even a defect of packaging or defect relating to transport is deemed to be a defect.
- 8.12 The Parties have explicitly agreed that the Customer is not obliged to accept the Performance with minor faults or incompleteness, even though these do not prevent the Customer from its proper use.

9 Subcontractors

- 9.1 The Contractor must primarily fulfil its obligation arising from the Contract/Order at its own, i.e. using its own capacities. Should it prove to be suitable or unavoidable, the Contractor is, subject to a prior written consent of the Customer, entitled to employ third parties approved by the Customer (further referred to as "Subcontractors") to perform parts of the Contractor's obligations arising from the Order/Contract; however, the Contractor shall, at any time, be responsible for the Performance as if providing it by itself. The Contractor is obliged to bind its Subcontractors to allow the Customer to check production, work, services and similar activities performed by the Subcontractors.
- 9.2 The Customer is, in justified cases, entitled to request the Contractor to withdraw any of the Subcontractors from the execution of the Performance under the Contract/order. The Contractor must comply with such request without undue delay. The Contractor shall bear any costs related to the Subcontractor's withdrawal from the Performance. Any breach of this obligation shall be deemed a substantial breach of the Contractor's obligations and gives the Customer right to withdraw from the Contract/Order.

10 Contractual Penalties and Damages

- 10.1 If the Contractor is in delay with the Performance, the Customer is entitled to claim a contractual penalty in the amount of 0.5% of the Contractual price including VAT for every commenced day of the delay.
- 10.2 If the Contractor breaches any of his obligations under section 12 of GBTCP, the Customer has the right to require the Contractor to pay a Contractual penalty in the amount of 10% of the Performance price for each individual breach.
- 10.3 If the Contractor is delayed in meeting his obligations resulting from liability for defects on the Performance, the Customer is entitled to be paid a contractual penalty by the Contractor in the amount of 0.5% of the Contractual price for every commenced day of the delay.
- 10.4 Contractor's obligation to pay a contractual penalty also applies to cases where the Contractor's delay was caused by the delay of his Subcontractors. The contractual penalty is

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due within fourteen (14) days from the delivery of the contractual penalty statement to the Contractor. Payment of any contractual penalty does not affect the Customer's entitlement to claim damages in full. If the Contractor is in delay with the payment of contractual penalties, the Customer is entitled to late charges in the amount of 0.05% of the outstanding amount for every commenced day of delay.

- 10.5 The Contractor is responsible for any material and non-material damage caused to the Customer, its clients or other persons in connection with the breach of the Contractor's obligations under the Order/Contract, the present GBTCP or binding regulations. The Contractor is obliged to reimburse all damages to the Customer, in particular any amounts that the Customer expends in connection with the breach of the Contractor's obligations according to the Order/Contract, costs for Customers proceedings conducted in connection with the breach of obligations according to the Order/Contract, as well as all costs incurred in connection with defects of the Performance or its part. The Contractor undertakes to pay damages to the Customer in full within thirty (30) days from the date of receipt of a written request of the Customer.
- 10.6 The Customer notifies the Contractor and the Contractor acknowledges and understands that the Performance under the Contract/Order may be an important part necessary for the completeness, operability, functionality or safety of a piece of equipment with high technical and manufacturing complexness that is subject to other deliveries that the Customer has to deliver to his final customers or end users under further contractual relationship where a further contractual relationship means a contractual relationship between the Customer and his contractual customers in which the Customer acts as a contractor who delivers a performance to its customers and such performance is related to the Performance or its part. The market value of the Performance provided by the Customer under the further contractual relationships may reach a multiple of the value of the Performance under the Contract/Order and proper and timely Performance of the Customer under the further contractual relationships is contractually assured by significant financial sanctions in the form of contractual penalties and damages including loss of profit. With regard to the above, the Contractor understands and agrees that any harm related to delay of the Contractor with the supply of the Performance or its part also includes any payments (in particular the obligation of the Customer to pay a contractual penalty) and damages which the Customer is obliged to pay under the further contractual relationship in connection with the delay of the Contractor according to the Order/Contract, e.g. because of the fact that due to the Contractor's delay the Customer shall not be able to deliver its performance under the further contractual relationships duly and in due time. The Contractor declares that it shall take all necessary measures to prevent any damage according to this Article, and in the event that damage occurs due to its delay, the Contractor declares that it is aware of the fact that such damage may exceed the total amount of the Contractual Price, and undertakes to reimburse such damage.
- 10.7 The Parties hereby expressly agree to reimburse any non-material damage (e.g. damage to reputation).
- 10.8 The Contractor is obliged to prevent any damage and especially to comply with the general prevention of damages. The Contractor who breaches its obligation or who, with regard to all the circumstances, should or could know that it is breaching its obligation under the Order/Contract or the present GBTCP, is obliged to notify the Customer of the nature of the

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obstacle that prevents, shall prevent or may prevent it from the fulfilment of its obligations, and of possible consequences; such notification shall be delivered without an undue delay after the Contractor learned of the obstacle or could learn with due care.

11 Withdrawal from Order/Contract

11.1 The Customer may, without limiting or excluding any other of its rights, withdraw from the Order/Contract by written notice, especially in the cases below:

- i. The Contractor is put into liquidation or there is an order of execution or insolvency proceedings against the Contractor; or
- ii. The Contractor assigns, pledges or transfers the Order/Contract or any right, obligation or claim thereof, contrary to the Order/Contract or these GBTCP; or
- iii. Fails to commence or suspends the Performance execution without a serious reason, and does not make immediate remedies even after receiving a written notice from the Customer; or
- iv. Repeatedly fails to execute the Performance in accordance with the Order/Contract or the present GBTCP; or
- v. Contractor's delay in the delivery/execution of the Performance or its part reaches 15 days after the fixed due date; or
- vi. The performance has legal defects, especially consisting in burdening the performance with the industrial property right of a third party; or
- vii. The Contractor's delay with any of the obligations arising from the responsibility for defects on the Performance reaches 10 days after the due date set forth in another provision of the Order/Contract or the GBTCP, if so expressly stated; or
- viii. According to another provision of the Order/Contract or the GBTCP, if so expressly stated.

11.2 The Customer is also entitled to withdraw from the Contract/Order before the delivery of the Performance without stating a reason. However, in such case the Customer must compensate the Contractor for any effectively and provably spent costs related to the performance of the Contract/Order, but not exceeding the agreed price of the Performance. The Contractor must calculate and specify the effectively and provably spent costs and send it to the Customer together with any documents proving the stated facts within 15 days of the withdrawal from the Contract/Order, otherwise such right of the Contractor expires.

11.3 Having received a notification of withdrawal, the Contractor is obliged, either immediately or as to the date specified in the notification of withdrawal, to cease all of his activities except those activities that may be specified in the notification of withdrawal or that are necessary for the protection of the already made parts of the Performance, to hand over to the Customer the parts of the Performance that have been implemented and that the Customer intends to take over. In the case of the withdrawal from the Order/Contract according to the above paragraph, the Customer is entitled to decide at its own discretion whether to retain the Performance or part thereof that has already been handed over, made or executed by the Contractor, regardless of the degree of its completion and whether the ownership has been transferred or not to the Customer. If the Customer decides to retain the Performance or a part thereof, the Performance ownership is transferred to the Customer and the Customer shall pay the Contractor a part of the Contractual Price corresponding to the value of this Performance or a part thereof; if, before withdrawing from the Order/Contract, the Customer paid to the Contractor an amount exceeding the value of the retained part of the Performance,

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the Customer is entitled to settlement and a refund of the amount exceeding the value of this part of the Performance by the Contractor. The Contractor undertakes to ensure that its Subcontractors shall also proceed in accordance with this Article 11.3, and in the case of withdrawal from the Contract, the Contractor is obliged, according to the Customer's choice, to provide, upon Customer's request, assignment of rights and obligations in the Subcontracts from the Contractor to the Customer, or to immediately terminate all subcontracts relating to the Performance. At the same time, the Contractor shall assign to the Customer all rights and legal claims related to the Performance under the Order/Contract including the patent and licence agreement rights, and all industrial and intellectual property related to the accepted part of the Performance if it is needed for its proper use.

- 11.4 In the case of withdrawal by the Customer, the Contractor is entitled to reimbursement of part of the Contractual price related to the implemented and accepted Performance at the date of withdrawal.
- 11.5 The Contractor may, without limiting or excluding other of its rights, withdraw from the Order/Contract by written notice, especially in the case when the Customer does not provide the Contractor with necessary assistance to fulfil its obligations and does not remedy the situation even in the additionally provided period of 90 (ninety) days.
- 11.5.1 The Customer does not provide the necessary cooperation to the Contractor to perform his obligations and fails to remedy the situation even in the extra provided period of ninety (90) days.
- 11.6 In the case of withdrawal by the Contractor, the Contractor is entitled to reimbursement of part of the Contractual price related to the implemented Performance at the date of withdrawal.
- 11.7 The withdrawal must be in writing and must be duly delivered to the other Party. The withdrawal is effective as of the day when the notification of withdrawal was delivered to the respective Party.
- 11.8 By withdrawal, the contractual relationship according to the Order/Contract comes to an end. The withdrawal is without prejudice to the below provisions of the Order/Contract and the claims of the Parties:
- i. claims for damages arising from breach of the Order/Contract;
 - ii. claims arising from liability for defects of the Performance;
 - iii. claims relating to the payment of contractual penalties arising from breach of the Order/Contract;
 - iv. provisions relating to the warranty and liability for defects;
 - v. provisions regulating the settlement of the Parties in the event of withdrawal;
 - vi. provisions on trade secrets, confidential information and intellectual property;
 - vii. provisions on choice of law and settlement of disputes;
 - viii. provisions regulating the rights and obligations of the Customer;
 - ix. provisions relating to such rights and obligations the nature of which implies that they are binding for the Parties even after the termination of the Order/Contract.
- 11.9 Unless otherwise specified in the Customer's written Notification of withdrawal from the Order/Contract, the Customer is entitled, either by itself or through a third party, to complete

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or repair the Performance or its part, or otherwise bring the Performance into conformity with the conditions of the Order/Contract.

12 Confidential Information Protection and Intellectual Property Rights

- 12.1 The Contractor shall maintain the confidentiality of any commercial and technical information including specifications, plans, drawings, designs, samples, etc., as well as other information and materials of the Customer disclosed by the Customer to the Contractor in any way or identified as trade secret and/or confidential information obtained by the Contractor from the Customer during contract fulfilment, and shall not use them for the financial or other benefit of itself or a third party, shall not disclose them to any third party without the prior written consent of the Customer, and shall not use such information and materials for other purposes than to fulfil this Order/Contract. None of the drawings, specifications and other technical documentation provided by the Customer to the Contractor shall become the property of the Contractor. The Contractor shall be liable for any detriment incurred by the Customer through any breach of this obligation. For the purposes of the present GBTCP, trade secret shall always be deemed to be confidential information.
- 12.2 The confidentiality obligation also applies to any third parties to which the Contractor has disclosed information under the provisions of Article 12.1 with the consent of the Customer in connection with Order/Contract fulfilment. The Contractor must ensure that such persons shall be contractually bound to the confidentiality obligation to the same extent as the Contractor itself as a minimum.
- 12.3 The Customer shall maintain the confidentiality and shall not disclose to any third party any information or data identified by the Contractor as confidential or trade secret, except for using such information or data for the purposes set out in the Order/Contract or the present GBTCP, in particular to assure operation, maintenance and reconstruction of the Performance and operator training, even when this is to be done by a third party.
- 12.4 The Customer is entitled, without the consent of the Contractor, to disclose the information identified by the Contractor to be confidential or a trade secret as necessary for the purposes of the Order/Contract as requested by the governmental bodies, authorities and institutions including financial and other authorities involved in the legal assessment of the Performance, provided they are authorized to request such information.
- 12.5 The information below is exempt from the confidentiality obligation of both Parties:
- a) Information that is or has already become public without the fault of the receiving Party;
 - b) Information that has already been held by the receiving Party before the disclosure by the other Party;
 - c) Information that has been received by the receiving Party legally from a third Party.
- 12.6 The obligation to protect confidential information shall last for the period specified by the Party that has identified the information to be confidential or trade secret. If the Party fails to specify the period, the obligation to protect confidential information shall last for the whole period of duration of the facts forming the confidential information or for a period of twenty years following completion of the Performance, whichever is longer. If any of the Parties breaches this obligation, that Party shall be liable to pay damages incurred by the other Party for every single breach of the obligation to protect confidential information and trade secret.

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- 12.7 After finishing the Performance, either of the Parties may ask the other Party to return all the provided materials containing confidential information needed for the Performance and the other Party is obliged to return such materials including any copies made thereof without undue delay.
- 12.8 The provisions of the present GBTCP do not and cannot affect or restrict in any way the intellectual property rights of either of the Parties, in particular the rights to inventions, industrial designs, trademarks, licences, etc.
- 12.9 The Contractor's Performance shall not violate any patent or other proprietary rights of third parties and shall not show any other legal defects. If a third Party makes claims against the Customer under patent or other legal titles, the Contractor shall indemnify the Customer and settle all costs and detriments incurred by the Customer in this respect. The Contractor shall provide assistance in the settlement of such claims of third parties, namely documents to prove the integrity of its Performance.
- 12.10 The Customer is entitled to familiarize its other contractors to the necessary extent with information received from the Contractor in connection with the Performance.
- 12.11 The Contractor undertakes to inform the Customer of all its corporate inventions and utility or industrial designs applied for patenting or protected under appropriate protection documents, developed while executing the Performance or existing before signing the Contract/Order and used or otherwise applied in the completed Performance. This obligation also applies to any solutions developed by the Contractor's employees while executing the Performance where the Contractor has only asserted its right to a patent or to a utility design. If a work is created while carrying out the Performance to which intellectual property protection shall apply as appropriate, then whoever is deemed to be the author (or co-author) under legal regulations, the Customer shall solely execute the property rights to such work in its own name and on its own account without any limitation in time and territory. If just the Contractor is deemed to be the author, the Contractor shall grant a licence to the Customer to all the manners of use of such work (Performance) in commissioning, operation, maintenance and repairs of the facility being part of the Performance as a minimum, i.e. as an exclusive licence, providing that the Contractor may not grant the licence to any third party and is obliged to refrain itself from executing the right to use the subject of the Performance or any part thereof in the manner as licensed. The price of the licence is part of the Contract Price.
- 12.12 Further, the Customer and the Contractor have agreed that the Customer is allowed to modify or change the performance within the licence granted pursuant to this GBTCP article. If such modification or change is of such a nature that it cannot be reasonably expected that the Contractor would consent to it without further notice, any such modification or change shall only be possible with the consent of the Contractor. The Contractor is obliged to give its consent within 15 days of receiving a written request from the Customer or to inform about not giving the consent. If the Contractor fails to respond within the set period of time, the Contractor shall be deemed to have given its consent. The Customer and the Contractor have agreed that the Contractor shall not be entitled to refuse to give consent without providing a reason.
- 12.13 The licence granted under this article is granted for the period of duration of the intellectual property rights of the Contractor to Performance or a part thereof, but at least for a period of 50 years from the day of entering into the Contract/Order.

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- 12.14 The Customer is entitled to grant the right (either in full or in part) forming the subject of the licence (sublicence) to a third party. The Contractor also grants its consent to assign the licence (either in full or in part) to a third party. The Customer shall inform the Contractor without undue delay that it has assigned the licence and the person of the assignee.
- 12.15 The Customer and the Contractor have agreed that the Customer shall not be obliged to make use of the licence. If the Contractor breaches its obligation to grant an exclusive licence to the Customer, especially if it grants a licence to a third party or fails to refrain from asserting the right to use the Performance in the manner for which it has granted the licence, the Customer shall be entitled to demand to be paid a contractual penalty amounting to the price of the Performance for every such breach. This contractual penalty provision does not affect the right of the Customer to claim damages in addition to the contractual penalty.
- 12.16 For the avoidance of any doubt, the Customer shall also have the right to file an application for patenting inventions developed when executing the Order/Contract, rights to utility or industrial designs, as well as the exclusive right to use programs or databases generated when carrying out the Performance and the right for confidential information on the results of scientific and technical activities attained when executing the Order/Contract.
- 12.17 When applying for an invention, utility or industrial design, the Contractor shall provide the Customer with all relevant materials and with assistance needed to file the application in a due manner.
- 12.18 Any consideration for obtaining and asserting the rights as set out in this article is included in the Contract Price. The Contractor is not entitled to any other consideration than the Contract Price.
- 12.19 The same rules as for the rights originating from the activities of the Contractor apply to the handling of the intellectual property rights of the Contractor's Subcontractors originating in connection with the execution of the Contract/Order and the Contractor undertakes to make sure of it.

13 Change Management

- 13.1 The Customer may ask the Contractor at any time in writing to change the documentation, drawings and the technical scope of the Performance. Within 5 days of receiving the request for change, the Contractor shall submit to the Customer for approval the change documentation containing the impact of the change on the technical solution, time schedule and Performance price.
- 13.2 For any changes that would influence the price, time schedule, required quality, guaranteed values or the scope of the Performance, the Parties shall confirm the change in question in the form of an amendment to the Order/Contract. Other changes shall be implemented based on the change documentation approved by the Customer.
- 13.3 The Contractor shall keep a list of all changes implemented in the Performance documentation.

14 Dispute Settlement

- 14.1 If disputes arise from or in connection with the Order/Contract, the Parties undertake to settle them amicably.

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Any disputes that cannot be settled amicably shall be filed to the competent court of local jurisdiction according to the Customers registered office, unless there is a prior written agreement to do otherwise.

15 Force Majeure

- 15.1 The term “Force Majeure” means an extraordinary, unforeseeable and insurmountable obstacle occurring independently of the will of the Party or a Subcontractor and preventing them temporarily or permanently from fulfilling their obligations, providing that it cannot be reasonably expected that the Party would eliminate or surmount such obstacle or its consequences and, further, that the Party would foresee the obstacle at the time of entering into a contractual relationship under the Order/Contract. For the purposes of the Order/Contract, such obstacles include especially natural disasters, terrorist attacks, wars, civil unrest, upheavals or revolutions of other than a local nature. The Force Majeure events are not deemed to include lockouts, delays in Subcontractor deliveries (unless caused by Force Majeure events), insolvency, and lack of labour or material. If a Force Majeure event occurs, the deadlines of the fulfilment of obligations imposed upon the Parties by the Order/Contract shall be extended by the period of duration of the Force Majeure event. The Party is obliged to inform the other Party in writing about the occurrence and cessation of a Force Majeure event without undue delay, however within 3 working days at the latest. If the Party fails to do so, the Party cannot refer to the Force Majeure event. At the same time, the Party referring to a Force Majeure event is obliged to take all necessary and reasonable steps to mitigate or eliminate the Force Majeure impact on the fulfilment of obligations under the Order/Contract. The liability, however, is not excluded by an obstacle occurring at the time the liable Party has already been in delay in the fulfilment of its obligation or as a result of its economic situation, or by an obstacle the Party is liable to surmount under this Contract. The Party is obliged to resume the fulfilment of its obligations immediately after the effects of the Force Majeure event on the fulfilment of the Order/Contract have been mitigated or eliminated.
- 15.2 To prove the existence of Force Majeure, the Parties shall use documents issued by the competent Chambers of Commerce (Economic Chambers) or other equivalent authorities if no Chamber of Commerce (Economic Chamber) is active in the territory of the country of Force Majeure event or if it does not issue any such documents.
- 15.3 If the period of duration of a Force Majeure event or circumstance does not exceed three months, the Performance in question shall be extended for the period of the duration of the event. If the Force Majeure event lasts for more than three months, the other Party is entitled to withdraw from the Order/Contract.

16 Authorized Persons

- 16.1 The Contractor and the Customer shall specify in the Order/Contract the names of their representatives/contact persons to be responsible for the implementation of the Order/Contract in question for the respective Party. Any changes in the contact persons shall be made through a written notification signed by the authorized representative of the respective Party sent to the address of the other one. Such changes in the contact persons with respect to the other Party shall come to effect on the date of delivery of the written notification. The Customer may ask to and the Contractor shall without delay replace the contact person in the event that the latter has violated the generally binding regulations, the

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present GBTCP, the obligations under the Order/Contract or other regulations and rules relating to the Performance the Contractor has been familiarized with.

16.2 The representatives of the Contractor and of the Customer appointed under this article of the present GBTCP are not entitled to amend or supplement the Order/Contract, unless expressly provided otherwise.

16.3 The Contractor shall provide the Customer's representative with access to all Performance documents and documentation and shall allow him to make relevant entries in such documents.

17 Labour Relations

17.1 The Contractor undertakes to execute the Performance using his own employees employed for this purpose under labour relations and/or using Subcontractors having employees employed for this purpose under labour relationship.

17.2 If the Contractor hires employees abroad, the Contractor is obliged to prove, upon the Customer's request, that the Contractor has obtained a permit to hire employees abroad and that such employees have obtained employment and residence permits, providing such permits are required under the legal regulations.

18 Insurance

18.1 The conditions and scope of insurance are regulated by the Order/Contract. In any case, the Contractor is obliged to be insured during Performance execution as imposed upon by the binding legal regulations.

19 Other Provisions

19.1 Unless agreed otherwise in the Order/Contract, all text materials (guidelines, descriptions, etc.) as well as signs and legends on drawings and figures shall be made in the Czech language.

19.2 The Parties have agreed to exclude the option to transfer the rights, pledge, assign or offset any of the Contractor's debts existing as of the date of signing the Order/Contract or incurred by the Contractor towards the Customer thereunder. The transfer of rights, pledge, assignment or offset of debts as per the previous sentence is only possible with the prior written consent of the Customer.

19.3 In accordance with the provisions of Section 630(1) of the Civil Code, the Parties have agreed to extend the prescription period for the rights of the Customer under the Order/Contract for 10 years. If any of the Contractor's claims under these GBTCP or under the Contract/Order is not made within 12 months from the moment when the situation setting grounds for such claim occurred, the entitlement for that claim shall lapse after the expiry of this period.

19.4 The Customer is entitled to transfer the rights and/or obligations under the Order/Contract to a third party. The Customer is obliged to inform the Contractor in writing of the transfer of rights and/or obligations under the Order/Contract to a third party. The Contractor grants a permit to such transfer of rights and/or obligations under the Order/Contract and undertakes to fulfil its obligations under the Order/Contract to the legal successor of the Customer named in the notification as per the first sentence of this Article 19.4. The transfer of rights and obligations comes into effect upon delivery of the notice according to this Article 19.4 to the

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Contractor. Upon the assignment or transfer as per this article coming into effect, the Customer shall be relieved in full of the obligations assumed by the third party or those under the assigned Order/Contract or a part thereof, and the Customer shall not be liable for the fulfilment of such obligations or otherwise for any failure to fulfil them. The provision of Section 1899 of the Civil Code shall not be used in the case of assignment or transfer of the Order/Contract by the Customer.

- 19.5 The Parties hereby agree that the Contractor is not entitled to retain (i.e. to assert the right of retention) any part of the Performance or any other things the Contractor has received into its possession in connection with the fulfilment of the Order/Contract, without the prior written consent of the Customer.
- 19.6 No omission or failure to apply any of the Customer's rights under these GBTCP or Contract/Order shall not be considered as waiving of such rights related to the Contractor and shall not cause the extinction of the right or extinction of the option to exercise these rights.

20 Final Provisions

- 20.1 Unless agreed otherwise in the Order/Contract, the legal relations under the Order/Contract shall be governed by the Czech law, especially the Civil Code.
- 20.2 The headings used in the Order/Contract are provided for convenience only and they do not define, restrict or describe the scope or intention of any of the provisions of the Order/Contract in any way.
- 20.3 The Contractor represents that the conclusion of the Contract or the acknowledgement of the Order or the implementation thereof by the Contractor is not in contradiction with the internal documents of the Contractor, and the Contractor has obtained all the approvals needed to conclude the Order/Contract.
- 20.4 The Contractor shall not inform any third party of being awarded the Order/Contract by the Customer without the prior written consent of the Customer.
- 20.5 If any obligation resulting from the Order/Contract or the present GBTCP but not forming a substantial part thereof or hereof respectively is or becomes invalid or unenforceable as a whole or in part, it shall be fully severable from the other provisions of the Order/Contract or the present GBTCP, and such invalidity or unenforceability shall not affect the validity and enforceability of any other obligations of the Order/Contract or the present GBTCP. The Parties undertake to replace such severed invalid or unenforceable obligation in the Order/Contract or the present GBTCP in the form of a supplement to the Order/Contract or an amendment to the GBTCP with such a new, valid and enforceable obligation whose subject shall correspond to the highest possible extent with the severed original obligation and which shall be in compliance with the purpose of the Order/Contract. If, however, any obligation resulting from the Order/Contract or the present GBTCP and forming a substantial part thereof or hereof respectively is or becomes invalid or unenforceable as a whole or in part at any time, the Parties shall replace the invalid or unenforceable obligation within a new Order/Contract or amended GBTCP with such a new, valid and enforceable one whose subject shall correspond to the highest possible extent with the subject of the original obligation contained in the Order/Contract or the present GBTCP. If the present GBTCP are affected as a result of an amendment of a legal regulation, the affected provision shall be replaced either by a provision of the relevant generally binding legal regulation as similar as possible in nature and purpose

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to the intended purpose of the GBTCP or, if there is no such provision of a legal regulation, then by the method of solution as provided above in this article.

- 20.6 Any amendments and supplements to the Order/Contract are only valid if made in writing and signed by the authorized representatives of both Parties.
- 20.7 Any oral or written declarations, guarantees, arrangements, business tenders, notifications of intentions and business practices not mentioned or referred to expressly in the Order/Contract shall not be binding for either of the Parties. Both Parties declare that they do not rely on or have not been influenced by any declaration of the other Party not contained in the Order/Contract. It is understood that the Order/Contract in connection with the present GBTCP supersedes any and all previous written or oral agreements of any kind, obligations, plans, schemes, business tenders, notifications of intentions and all other documents concerning the Performance between the Contractor and the Customer contemplated or negotiated by the Parties before signing the Order/Contract.
- 20.8 The Parties hereby agree expressly that the business terms and conditions of the Contractor shall be ineffective and inapplicable for the contractual relations under the Order/Contract.
- 20.9 The Parties expressly represent that their legal relations take no account of the usage of trade practised in general or in their specific industry and that the usage of trade does not take precedence in their legal relations over the provisions of the Civil Code, which have no coercive effects.
- 20.10 Any notifications, information and other correspondence under the Order/Contract (the "Correspondence") intended for one of the Parties (the "Addressee") must be made in writing and delivered by the other Party (the "Sender") to the Addressee at the contact details stated below either personally, via registered mail, data box, a courier service or e-mail, unless provided otherwise in special cases in the present GBTCP. Any Correspondence sent to the Addressee via e-mail which should result in notification, acknowledgement, origination, amendment, waiver or cessation of a right, entitlement or obligation of the Party under the Order/Contract must be confirmed by the Sender within three (3) working days of sending the relevant e-mail either personally, via registered mail or a courier service, and in such a case only the subject Correspondence shall be deemed delivered on the day of sending the original e-mail. Any Correspondence sent via registered mail or a courier service shall be deemed sent on the day shown on the post office stamp or on the day of being taken over by the courier, and delivered on the third day after being sent. Any Correspondence served personally is delivered at the moment of being handed over at the address stated below or at the moment the Addressee refuses to accept it without a serious reason. The addresses given in the heading of the Order/Contract or notified in writing to the other Party shall be used for the purposes of deliveries between the Parties.
- 20.11 Both Parties declare that the Order/Contract has been made pursuant to the good manners and public order under their own right, free and serious will and free from any mistake, and that it has not been agreed in distress or under markedly disadvantageous conditions, in witness whereof they append their signatures below.
- 20.12 The Parties have agreed to observe Compliance Program of ŠKODA JS as well as the highest ethical principles and anticorruption conduct during the period of the Order/Contract. To satisfy this purpose, the Customer further defines the following term: "corrupt conduct" means offering, promising or handing over as well as demanding or accepting any undue



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advantage, provision or acceptance of a compensation, improper gift, manifestation of hospitality, settlement of expenses either directly or indirectly in order to speed up a procedure, to or from a person acting in the position of an employee or member of a statutory body in a private or public sector (including any person that makes decisions or works in any function for a company or organization in a private or public sector), in order to receive, keep or direct a business or secure any other advantage when concluding and executing the Order/Contract. The Contractor is obliged to make sure that even the persons controlled by the Contractor abide by these anticorruption principles. The Contractor further undertakes to ask the person that acts as its controlling person as per Section 74 of Act No. 90/2012 Coll., on business corporations, to abide by the same principles towards the Contractor. The Customer reserves the right to terminate the Orders/Contracts if the Customer finds out that the Contractor or its controlling or controlled person has committed a corrupt conduct when implementing the Order/Contract either directly or through its representative and has not taken any timely and satisfactory corrective action.

20.13 The present ŠKODA JS a.s. General Business Terms and Conditions of Purchase come into effect on 25 September 2020.