

General Transport Terms and Conditions issued by Doosan Škoda Power a.s.

(hereinafter referred to only as “General Transport Terms and Conditions”)

1. DEFINITIONS OF SOME TERMS

- 1.1. “INCOTERMS 2010”. Should a Contract or these General Transport Terms and Conditions contain a reference to INCOTERMS 2010, the same shall mean a reference to the International Rules for Interpretation of INCOTERMS 2010.
- 1.2. “Identification card”. An Identification card shall mean a smart card provided with a sticker with identification information authorizing access to the Doosan Škoda Power premises and identification of an employee.
- 1.3. “Contract” or “Order”. A Contract and order shall mean a Forwarding Contract or a Contract of Carriage entered in writing in accordance with Part 3 of these General Transport Terms and Conditions. Unless specified otherwise, the Forwarding Contract or a Contract of Carriage under these General Transport Terms and Conditions shall also mean a possible written Frame Forwarding Contract or Frame Contract of Carriage on the basis of which a Forwarding Contract and/or a Contract of Carriage shall be concluded in accordance with the procedure specified under Part 3 of these General Transport Terms and Conditions.
- 1.4. “Mandator”. In these General Transport Terms and Conditions, the Mandator shall always mean the company Doosan Škoda Power a.s., with registered office at Tylova 1/57, 301 00 (delivery postal code 301 28) Pilsen, The Czech Republic, Company No.: 491 93 864, registered in the Commercial Register maintained by the Regional Court in Pilsen under file No.: B 2251, whether in position of forwarder or dispatcher depending on the subject of contract.
- 1.5. “Forwarder”. In these General Transport Terms and Conditions, the Forwarder shall mean a forwarder pursuant to the provisions of Section 2471 *et seq.* of the Civil Code and/or a carrier pursuant to the provisions of Section 2555 *et seq.* of the Civil Code, irrespective of whether the same is designated as such in the Contract.
- 1.6. “Civil Code”. In these General Transport Terms and Conditions, the Civil Code shall mean Act No. 89/2012 Coll., the Civil Code, as subsequently amended.
- 1.7. “Proper delivery”. In these General Transport Terms and Conditions, proper delivery shall mean proper discharge of the obligation on the part of the Forwarder to deliver on time the consignment to the agreed place according to this General Transport Terms and Conditions or Contract. Proper delivery shall take place upon compliance with all terms and conditions specified by these General Transport Terms and Conditions, the Contract and generally binding legal regulations.
- 1.8. “Contractual Parties”, “Contractual Party”. The Forwarder and the Mandator shall be jointly referred to also as the Contractual Parties or individually as the Contractual Party.
- 1.9. “Sub-supplier”. In accordance with these General Transport Terms and Conditions, the Sub-supplier shall mean a third party who will undertake from the Forwarder the part of or all of Forwarder’s obligations concluded as per the Contract.
- 1.10. “Date of Delivery”. In these General Transport Terms and Conditions, the Date of Delivery shall mean the moment determined for proper delivery of the Shipment in agreed place as per the Contract.
- 1.11. “Subject of performance” or “transport”. In these General Transport Terms and Conditions, the Subject of performance and transport shall mean the execution of the transport by Forwarder’s own means of transport by his name and on his account or provision of transport services by Forwarder’s Sub-suppliers by his name and on his account depending on the fact if the transport will be executed by Forwarder’s means of transport or not. The Mandator is obliged to pay mutually agreed price to Forwarder for duly and on time executed transport..
- 1.12. Written form. In these General Transport Terms and Conditions, the Written form shall mean the execution of all legal acts in writing, this through a form of a letter, electronic mail (without guaranteed electronic signature), or via fax message. Any conduct of Contractual Parties via telephone or orally shall be ineffective.
- 1.13. “Consignment”. In these General Transport Terms and Conditions, the consignment shall mean

2. VALIDITY OF THE GENERAL TRANSPORT TERMS AND CONDITIONS

- 2.1. Part of the Contract. These General Transport Terms and Conditions shall form an integral part of the Contract.
- 2.2. Binding effect. By entering into the Contract, the Forwarder explicitly agrees with all the rights and obligations contained in these General Transport Terms and Conditions and resulting from these General Transport Terms and Conditions.
- 2.3. Priority. Should the contents of the Contract or order differ from these General Transport Terms and Conditions, the stipulations of the Contract shall have priority over divergent stipulations of these General Transport Terms and Conditions.
- 2.4. Business terms and conditions of the Forwarder.

Business terms and conditions of the Forwarder which are not concluded in writing as a part of the contractual documentation between the Contractual Parties shall be ineffective. Should the acceptance of order include the reference to business terms and conditions of the Forwarder provably known to the Mandator, the Mandator shall be entitled to exclude in writing the acceptance of order within 10 working days from the date on which such acceptance is delivered and within the same period of time such exclusion of the acceptance of order deliver to the Forwarder. In such a case the Contract shall be deemed to be not concluded. Should the Mandator fail to deliver the above mentioned exclusion of the acceptance of order to the Forwarder in the mentioned period of time the Contract shall be deemed to be concluded with such content where business terms and conditions of the Forwarder and the Mandator are not in conflict.

3. CONCLUSION OF A CONTRACT

- 3.1. Order. The Mandator shall be entitled to deliver to the Forwarder, in accordance with and under the terms and conditions determined by these General Transport Terms and Conditions, a written offer (a proposal to conclude the Contract) - an order for transport of a consignment.
- 3.2. Acceptance of order. Within a period of 14 days from the date on which the order is delivered, the Forwarder shall be obliged to accept the order in writing – to confirm and deliver the accepted order to the Mandator, or to inform the Mandator within the same period of time that the Forwarder refuses the order. Acceptance and refusal of the order must be made in writing. Should the Forwarder fail to accept the order within the given period of time, the order shall be deemed to be refused and the Contract shall not be concluded. Upon delivery of an accepted order without any additions, deviations, reservations and/or limitations (under paragraph 3.2 of these General Transport Terms and Conditions) to the Mandator, the Contract shall be concluded.
- 3.3. Cancellation of an order. Before an accepted order is delivered to the Forwarder, it may be cancelled by the Mandator in writing without any costs.
- 3.4. New offer by the Forwarder. Any alteration contained in the acceptance of the order, made by the Forwarder as compared to the order by the Mandator, (i.e. any additions, deviations, reservations and/or limitations or any other changes) shall be considered to form a new offer for concluding a Contract. Should the Mandator fail to accept such a new offer within a period of 14 days from the date on which the same is provably delivered, the Mandator shall be deemed as disapproving the proposed modification and the Contract shall not be concluded.
- 3.5. Modification to the Contract. The Contract may be amended only in writing. The Mandator shall be entitled at any time to inform the Forwarder in writing of a

proposal for a modification to the Contract, in particular in terms of the place of loading/unloading and date of loading and unloading of the consignment and place of delivery of the consignment; the Forwarder shall be obliged, within a period of 7 days from the date on which written proposal for the modification to the Contract is delivered:

- a) to accept in writing the proposal for a modification to the Contract and to deliver the same to the Mandator; or
- b) to notify in writing the Mandator, in a way described under paragraph 3.2 of these General Transport Terms and Conditions, of objective reasons that prevent the Forwarder from confirming the modification to the Contract. In such a case, the wording of the original Contract shall remain valid.

Subject to any change of the Contract the Forwarder shall bear the risk of change of circumstances in accordance with the provisions of Section 1765 of Civil Code.

4. PRICE

- 4.1. Price. The price for the subject of performance shall be established by agreement of the Contractual Parties as fixed and constant.
- 4.2. Value added tax. If the Forwarder is a VAT payer, the Forwarder undertakes to specify this fact, together with other information, in a proper tax document (invoice) in such a way as is required by Value Added Tax in the wording in force. The Forwarder shall be liable for any and all taxes, fees, and similar charges which are related to the subject of performance, and which the Forwarder is obliged to cover on the basis of the Contract or generally binding legal regulations, and shall be obliged to indemnify the Mandator for any and all liabilities and associated costs and expenses which may be related to the same.
- 4.3. The Contractual Parties declare that the above mentioned price includes agreed shipping surcharges in accordance with Articles 23 (6), 24 and 26 of the CMR Convention for any case of application of this Convention, in particular, if the Forwarder decides to execute the transport by his own resources.
- 4.4. The Mandator hereby gives the price of the Consignment in accordance with Article 24 of CMR in relevant order.
- 4.5. The Mandator hereby indicates the amount of special interest in the delivery of the Consignment in case of its loss or damage or failure to meet the date of delivery in accordance with Article 26 of the CMR in the relevant order.
- 4.6. Notwithstanding the foregoing, the Contractual Parties

declare that CMR Convention is not applicable to this contractual relationship. The above clauses 4.3, 4.4 and 4.5 of this General Transport Terms and Conditions apply only in the case of application of the CMR Convention.

5. TERMS AND CONDITIONS OF PAYMENT

5.1. Due date of the invoice. The due date of any invoice from the Forwarder issued on the basis of the Contract shall be 60 days from the delivery to the Mandator. The right to issue the invoice for the supply of the subject of performance shall accrue to the Forwarder as at the date of proper delivery of the last part of the consignment to the place of unloading, eventually fulfilment of other agreed obligations (unloading) this on the basis of signing a record on handover.

5.2. Particulars regarding the invoice. Each invoice from the Forwarder must contain, in addition to particulars determined by the generally binding legal regulations, at least the following:

- a) identification of the Contractual Parties;
- b) number of the Contract or number of the order;
- c) number of the invoice, date of issue of the invoice, due date of the invoice;
- d) date of taxable supply;
- e) subject of taxable supply;
- f) amount of the invoiced sum excluding VAT;
- g) amount of the invoiced sum total;
- h) banking details of the Contractual Parties.

5.3. The change of the bank connection can be made only by a written amendment to the contract or by a written communication, which is demonstrably delivered to the Mandator, at the latest together with the relevant invoice. This statement must be signed by the persons authorized to sign the order. Change of bank connection must comply with the above stated conditions.

5.4. Bill of delivery. Part of each transport of the consignment musts consist of the bill of delivery; such a bill of delivery shall contain at least the following:

- a) number of the Contract or number of the order;
- b) number of the bill of delivery;
- c) date of issue of the bill of delivery;
- d) identification of the Contractual Parties, i.e. the Forwarder and the Mandator;
- e) identification of the consignment;
- f) method of transport;
- g) identification of a contact person of the Forwarder.

In the case of an incomplete and/or missing bill of delivery, the Forwarder shall be obliged to pay the Mandator a conventional fine at the amount of EUR 100 for each incomplete and/or missing bill of delivery.

5.5. Incomplete invoice. In the case that an invoice issued by the Forwarder fails to contain particulars prescribed by these General Transport Terms and Conditions, the Contract and/or the generally binding legal regulations,

and/or contains data in contravention of these General Transport Terms and Conditions, the Contract and/or the generally binding legal regulations, such an invoice shall not be paid by the Mandator and the Mandator shall return the same to the Forwarder to be completed or corrected, without the Mandator thus becoming in default with payment of the agreed price.

5.6. Declaration of the Forwarder. As to the date of concluding the Contract, the Forwarder declares that there are no reasons for which the Mandator has become or should become a guarantor in accordance with the provisions of Section 109 of Act No. 235/2004 Coll. on Value Added Tax (hereinafter referred to only as the "VAT Act") for the tax liability of the Forwarder, originating on the grounds of VAT which the Forwarder charged the Mandator to the price for the subject of performance. The Forwarder declares and undertakes to file a proper VAT declaration and, in the case of origination of the obligation to pay VAT, to pay the same to the local tax administrator by the due date determined. In addition, the Forwarder declares that they have no intention whatsoever not to pay the VAT relating to the subject of performance, nor any intention to evade tax nor possibly falsely obtain tax preferences, and do not have any intention to enter into a circumstance under which they would not be able to pay such tax. The Mandator shall be entitled to retain the amount of the VAT from each invoice issued by the Forwarder in the case that the Forwarder fails to confirm to the Mandator in writing upon delivery that the obligation to stand the security for the tax pursuant to Section 109 of the VAT Act does not accrue to the Mandator, or in the case that the Forwarder is published in the list maintained by the Tax Directorate of the Czech Republic pursuant to the above-specified provisions. The Mandator shall be entitled to retain from the payment of the liability an amount corresponding to the VAT from the invoices received until the date on which the Forwarder proves that the VAT has been paid by them in a proper and timely manner, or to utilise the VAT so retained as security for the tax pursuant to the provisions of Section 109a of the VAT Act (in such a case the obligation on the part of the Mandator to pay the Forwarder the contractual price including properly charged VAT shall be considered, upon payment of the security for the tax to the local tax administrator of the Forwarder, to be discharged).

5.7. Foreign entity. In the case that the Forwarder is a foreign entity, the Forwarder shall be obliged to submit to the Mandator a certificate of tax domicile of the Forwarder's company. If regulations valid in the Czech Republic in connection with implementing the Contract impose on the Mandator the obligation to pay tax on the income of the Forwarder to the local authorities, the Mandator shall discharge such obligations resulting for them from the above-specified regulations.

5.8. Set-off of receivables of the Mandator. The Mandator shall be entitled to set off a charged conventional fine, compensation for loss or any other financial amount to

which the Mandator has become entitled from the Contract, against an unpaid invoice or other financial claim of the Forwarder.

5.9. Payment of the agreed price. Any financial obligation of the Mandator paid in non-cash means shall be discharged when the given amount is deducted from the Mandator's account.

5.10. Default interest. In the case the Mandator defaults in payments for a properly delivered/transported consignment, the Forwarder shall be entitled to require payment of contractual default interest at the amount of 0.01% of the overdue amount for each day of said default.

5.11. Set-off of receivables of the Forwarder. Without prior explicit written approval by the Mandator, the Forwarder shall not be entitled to set off any receivable and/or any part thereof which has accrued to the Forwarder against the Mandator, on the basis of these General Transport Terms and Conditions or the Contract, against any receivable of the Mandator due from the Forwarder.

5.12. Pledging of receivables of the Forwarder. Without prior written explicit approval from the Mandator, the Forwarder shall not be entitled to pledge any receivable which accrues to the Forwarder against the on the basis of these General Transport Terms and Conditions or the Contract.

5.13. Assignment of receivables of the Forwarder. The Forwarder shall be entitled to assign a receivable against the Mandator from these General Transport Terms and Conditions or the Contract only upon prior written approval by the Mandator.

5.14. Conventional fine. In the case that the Forwarder sets off, assigns or pledges receivables against the Mandator from the Contract or from these General Transport Terms and Conditions in contradiction of Articles 5.12, 5.13, 5.14 of these General Transport Terms and Conditions, the Forwarder shall be obliged to pay the Mandator a conventional fine at the amount of 10% of the value of the set-off, assigned or pledged receivable.

6. PLACE OF LOADING AND UNLOADING

6.1. Place of loading and unloading. The place of the loading and unloading is stipulated in the Order.

7. TERM OF DELIVERY OF THE CONSIGNMENT

7.1. Term of delivery of the consignment. Exact moment of the delivery of the consignment is stipulated in the Order.

8. PROPER DELIVERY

8.1. Proper delivery. The Forwarder shall discharge his obligation to transport / procure the transport of the consignment to the place of unloading. The delivery of the

consignment shall be recorded by the Contractual Parties in a record on handover and acceptance of the consignment.

8.2. Declaration of the Forwarder. The Forwarder declares that they have fully familiarised themselves with the scope and nature of the subject of performance and place loading and unloading, and that they are familiar with all technical, qualitative and other conditions of the subject of performance. The Forwarder additionally declares that they have available such capacities and expertise which are necessary for the proper execution or procurement of the transport. The Forwarder declares that they have verified all information, data and instructions which they have received from the Mandator as to the date of conclusion of the Contract, that the Forwarder has found the same suitable, that the stipulated terms and conditions for supply of the subject of performance, including the agreed price and time of execution or procurement of the transport, take into account all the terms and conditions and circumstances determined by these General Transport Terms and Conditions and the Contract, including those which the Forwarder, as an entity professionally qualified to execute or procure the transport, should have or could have anticipated in spite of the fact that at the time of concluding the Contract they were not apparent, and in spite of the fact that the same were not included in the information, data and instructions provided as to the date of concluding the Contract, or did not result from the same.

Additionally, the Forwarder declares that they have studied all the terms and conditions, legal requirements, Mandator's instructions, and have obtained, at their own responsibility, all additional information and details which they need to execution or procurement of the transport. To eliminate any doubts it is declared that the Mandator shall bear no responsibility for costs associated with defects or for losses caused by the fact that the Forwarder has not ascertained or secured such information, documents or other data.

8.3. Fees. Any and all storage fees and other fees incurred as a result of execution of the transport are part of the contractual price..

8.4. Expertise. For the fulfilment of the Contract, the Forwarder shall be obliged to utilise any and all technical means available and known to them and to fully utilise their know-how, experience and knowledge in the given field.

8.5. Conventional fine. In case of failure to comply with mutually agreed dates of loading and unloading as per the Order, the Forwarder is obliged to pay to the Mandator the contractual penalty of 2% of contract price for every commenced day of delay.

9. OBLIGATIONS OF THE MANDATOR

9.1. Mandator's instructions. If the Consignment is endangered by substantial damage or if due to unexpected

transport complications, the date of unloading is compromised and the Mandator is notified by the Forwarder, the Mandator is obliged to give the Forwarder immediately instructions on how to dispose of it. In the event of inadequacy of instructions and urgent matters, the Forwarder may decide independently, with a view to minimizing the occurrence of further damage caused by the situation, except for the self-selling of the Consignment in accordance with the provision of paragraph 10.13.

9.2. Liquidated damages. In the event that the Mandator doesn't provide necessary cooperation and the Consignment will not be loaded or discharged in due time in accordance with the Order (including the free shipping timeframe) due to the reasons attributable to the Mandator, the Mandator undertakes to pay the liquidated damages to the Forwarder but only in case if the Mandator does not prove, that the damage could not be averted. The Contractual Parties agree that the liquidated damages will be calculated for the standard size of the Consignment CZK 5,000 / commenced waiting day, for heavy and oversized items of CZK 10,000 / commenced waiting day. The Contractual Parties agree that the above-mentioned contractual penalties can be charged up to a maximum of five (5) days for all delays or downtime together.

9.3. Accompanying documents. The Mandator is obliged to prepare in due time all the accompanying documents for the Consignment (export invoices, documents for the issue of all transport documents, etc.).

10. OBLIGATIONS OF THE FORWARDER

10.1. Transport. The Forwarder is obliged to arrange the transport of the Consignment in accordance with the Mandator's instructions, Order and these General Transport Terms and Conditions..

10.2. Customs duties. The Forwarder is obliged to notify the Mandator in time of the public duties, especially the customs duties associated with the transport of the Consignment, unless these obligations are known to the Mandator. The Forwarder is liable to the Mandator for all consequences of such omissions.

10.3. Conditions of the transport. The Forwarder is obliged to properly choose the appropriate means of transport, comply with the loading time and the time of unloading, as well as the intended means of transport, unless circumstances of force majeure prevent it. Any changes shall be reported to the Mandator as soon as possible.

10.4. Contractual Penalty. In the event of non-observance of any agreed obligation of the Forwarder under these General Transport Terms and Conditions, which is not secured by any other contractual penalty, the Forwarder is obliged to pay to the Mandator a contractual fine of CZK 15,000 for each commenced day of delay in fulfilling this obligation. However, the payment of this contractual penalty does not affect the Mandator's right to the relevant obligations of the Forwarder secured by this contractual penalty.

10.5. Information in the case of shipment. In the case of the procurement of the transport by the Forwarder (Forwarding agreement), the Forwarder shall inform the Mandator of the intended operation of the transport by the Forwarder's own means of transport in accordance with section 2474 of the Civil Code in advance so that the Mandator may disagree with such intention. In case of disagreement, the Forwarder undertakes to procure the transport via other carriers, not by its own means of transport.

10.6. Shipping Options. The Forwarder is obliged to ensure that the Consignment is loaded in such a way that the transport possibilities will be fully utilized, taking into account the nature of the Consignment.

10.7. Informing. In the event of any complications in the transport of the Consignment or its damage, the Forwarder shall promptly inform the Mandator and follow his instructions.

10.8. Incorrect instructions. The Forwarder is obliged to inform the Mandator of the obvious misstatement or inadequacy of his instructions. In the event that the Mandator confirms in writing that he is insisting on them, the Forwarder shall not be liable for performance of such instructions.

10.9. Danger of delay. The Forwarder undertakes, in the event of danger of delay, to procure the transport to be as appropriate as possible to the interests of the Mandator known to the Forwarder. If it is possible to request from the Mandator instructions for further handling of the Consignment, follow them.

10.10. Notification of damages. The Forwarder is obliged to immediately notify the Mandator of damage to the Consignment and take all measures to reduce its scope and further undertakes to promptly inform the Mandator of the identified defects on the packaging or the Consignment.

10.11. Damage occurrence. The Forwarder shall promptly notify the Mandator of the damage to the Consignment and shall take all measures to reduce its extent, and furthermore the Forwarder undertakes to promptly inform the Mandator of the defects found on the packaging or the Consignment.

10.12. Detention right. The Contractual Parties have agreed that the Forwarder is not entitled to use the Consignment transported on the basis of an Order as a subject of the right of detention within the meaning of Section 1395 et seq. of the Civil Code. The Forwarder is also not entitled to use the Consignment as a subject of lien under Section 2481 of the Civil Code. For the avoidance of doubt, the Contractual Parties have agreed to exclude the application of the provisions of § 1395 and § 2481 of the Civil Code to the relationship established by this contract. The Forwarder is obliged to ensure the exclusion of the application of the relevant provisions to the carriers and other Subcontractors of the Forwarder involved in the Carriage of the Shipment, in particular the provisions of

Section 2571 of the Civil Code, or in any other demonstrable way to ensure that the Consignment is not used as a pledge or subject of lien.

- 10.13. Sale of Consignment. The Contractual Parties have agreed that the Forwarder is not entitled to sell the Consignment within the meaning of Section 2477 of the Civil Code. For the avoidance of doubt, the Contractual Parties have agreed to exclude the application of the provisions of Section 2477 of the Civil Code to the relationship established by this contract. The Forwarder is obliged to ensure the exclusion of the application of the relevant provisions to his carriers and other subcontractors of the Forwarder involved in the transport of the Consignment, in particular the provisions of § 2570 and § 2581 of the Civil Code, if any and to prove in demonstrable way that the self-help sale of the Consignment is forbidden for Forwarder or his subcontractors.

11. LIABILITY FOR LOSS

- 11.1. Liability for loss. The Forwarder is liable for any damage to the received Consignment arising from the provision of the transport itself and for the transport itself and for any damage incurred by the Mandator through the timely non-delivery of the Consignment, even in excess of the CMR limitation. The Forwarder is liable for any damage to the received Consignment and for any damage incurred by the Mandator through the timely non-delivery of the Consignment even if the shipment is performed by the carrier (the Forwarder's contractual partner, hereinafter referred to as the Carrier) and also in the event that the Carrier or Forwarder could not avoid the damage. The Forwarder is liable in full for all damage to the received Consignment and is also liable for all additional costs incurred by the Mandator in connection with such damage. The Forwarder undertakes to insure its liability for damage to the Consignment up to 200% of the value of the Consignment, even in excess of the CMR, Hamburger or Montreal Convention.

- 11.2. Loss of profits. The Contractual Parties agree that the liability of the Mandator for indirect and / or consequential damage, such as loss of profits, loss of production, loss of contracts, loss of use, loss of reputation and other economic losses, and especially damage that could arise as a result of direct damage is excluded.

- 11.3. The Contractual Parties agree that the liability of the Mandator to the Forwarder for any caused damage shall not exceed the amount of CZK100.000. This limitation of liability does not apply to those cases where damage was caused intentionally or as a result of gross negligence. The right to such damages is the only and exclusive remedy to which the Forwarder is entitled and the sole and exclusive obligation of the Mandator.

12. FORCE MAJEURE

- 12.1. Force majeure. In the case of occurrence of an event of force majeure, the terms for discharging obligations determined for the Contractual Parties by these General Transport Terms and Conditions or the Contract shall be

prolonged by the period of time for which an event of force majeure lasts. The Forwarder shall be obliged to inform the Mandator of the occurrence and termination of an event of force majeure without undue delay in writing. The Forwarder shall be obliged to inform the Mandator in writing without undue delay also of the occurrence and termination of an event of force majeure at their Sub-supplier including the Carrier. If the Forwarder fails to do so within 24 hours of the occurrence of this event, it is obliged to pay the Mandator a contractual fine of CZK 20,000 per each case. The following events are considered to be force majeure: rebellion, social and civil unrest, strikes, violent takeovers and blockades, earthquakes, fires, war conflicts, serious damage to ways/roads by another party, natural and weather events of exceptional, unpredictable and unusual nature to the extent that, without any doubt, hinders the performance of the contract.

The Contractual Party concerned is required to do everything possible to avoid further or subsequent delays and has fulfilled its obligations under the contract properly.

If the force majeure circumstances of a Contractual Party persist for more than one month, the Contractual Parties shall discuss and lay down the means of resolving the difficulties through amicable negotiation.

13. WITHDRAWAL FROM THE CONTRACT

- 13.1. Reasons for withdrawal by Mandator. Irrespective of other provisions of these General Transport Terms and Conditions or the Contract, the Mandator shall be entitled to withdraw from the Contract in particular in the case of:

- a) default by the Forwarder in discharging the obligation to properly and duly perform the transport;
- b) initiation of bankruptcy proceedings relating to the Forwarder;
- c) entry by the Forwarder into liquidation proceedings;
- d) existence of an event of force majeure during a period longer than 6 months.

- 13.2. Continuing rights and obligations. Upon withdrawal from the Contract, the Contract shall cease to exist. Upon withdrawal or any other manner of termination of the Contract, the following shall not cease to exist:

- a) claims to compensation for loss caused by violation of these General Transport Terms and Conditions or the Contract;
- b) claims for payment of conventional fines incurred through violation of these General Transport Terms and Conditions or the Contract;
- c) agreements on the obligation to maintain secrecy, confidentiality and protection of know-how;

- d) agreements on election of law and settlement of disputes;
- e) agreements on trade secrets.

13.3. Method of settlement. In the case of withdrawal from the Contract, the Contractual Parties shall arrive at a mutual settlement, this in a way and within deadlines determined by the Mandator. For this purpose, the Mandator, within a period of 30 days from the moment of withdrawal from the Contract, shall notify in writing the Forwarder of the method of settlement, and shall in particular:

- a) specify the mutual claims of the Contractual Parties, both claims incurred as a result of withdrawal from the Contract and claims incurred on the basis of the Contract;
- b) set adequate deadlines for compliance with the mutual claims;
- c) determine the place and time of receipt of the Consignment if this has not already been delivered to the place specified by the Mandator

13.4. Other reasons for termination. The Mandator shall be additionally entitled to withdraw from the Contract prior to execution of transport in the case that the contractual relationship between the Mandator and their end customer ceases to exist, or without specifying a reason. However, in such a case the Mandator shall be obliged to compensate the Forwarder for costs expediently and provably expended in connection with fulfilment of the Contract, however, maximally to the amount of the contractual price from which the Mandator withdrew. In such a case, the Forwarder shall be obliged to send to the Mandator the enumeration and specification of the expediently and provably expended costs together with the documents proving the claimed facts at the latest within a period of 10 days from the moment of withdrawal from the Contract, otherwise such a claim on the part of the Forwarder shall cease to exist.

In the case of withdrawal from the Contract for reasons on the part of the Forwarder, the Mandator shall be entitled to compensation for and the Forwarder shall be obliged to compensate the Mandator for all costs and losses which the Mandator suffered as a result of such withdrawal, this even beyond the scope of any conventional fines.

13.5. Methods and effects of withdrawal. Withdrawal from the Contract must be executed in writing and must be delivered to the other Contractual Party. Should any doubt exist, withdrawal from the Contract shall be deemed to be delivered to the other Contractual Party on the third day after being provably dispatched by the withdrawing Contractual Party.

14. SAFETY AND FIRE PROTECTION

14.1 Safety of labour and fire protection. If the Forwarder fulfils the Contract on the premises of the Mandator or at a place determined by the Mandator, the Forwarder shall be

obliged to fulfil the subject of the Contract in accordance with legal regulations pertaining to the area of safety and hygiene of labour, fire protection, and with relevant standards including the internal regulations of Doosan Škoda Power relating to the given areas. Within the scope of introductory training, the Mandator shall inform the Forwarder of obligations resulting from the internal regulations of Doosan Škoda Power at the place of fulfilment of the Contract; the Mandator shall secure compliance with these regulations through their own employees and workers in the entire supply chain of the Forwarder (hereinafter referred to only as the "Forwarder's Workers").

Upon request by the relevant employee of the Mandator, the Forwarder shall be obliged to submit documents proving compliance with the requirements of legal regulations and other requirements.

The Forwarder's workers shall be obliged to operate only in demarked premises that were determined by the Mandator, unless specified otherwise in the order. The Forwarder shall secure visible designation of the workers with the name of the company. The Forwarder's workers are entitled to individually access the DSPW workplaces only with a valid identification card (hereinafter referred to as "IDC") which is issued on their names. The Forwarder's workers shall be obliged to be visibly designated with the name of the company throughout their entire stay in the DSPW premises. Should the Forwarder's workers not use visible designation on their work clothes or reflex vests during their stay in the DSPW premises, then the Forwarder's workers shall be obliged to have visibly displayed the IDC which cannot become a source of a possible injury. The Forwarder's workers shall be obliged to prove their valid IDC on request of a Mandator's authorized representative or a Mandator's H&S Representative. Should the Forwarder's workers not be able to provide a valid IDC, it will be considered as an unauthorized access to the Mandator's premises and it will lead to an immediate banishment from the workplace. The Forwarder is obliged to return the IDC to a Mandator's authorized representative when the reasons for access into the DSPW premises have ceased to exist. Should the Forwarder not return all the IDCs that were issued to them, the Mandator may exercise with the Forwarder a fine for each unreturned IDC in the amount of CZK 500, the same shall be applied in the case of loss.

15. ECOLOGY - HANDLING AREAS

15.1 Premises of the Mandator. If the Forwarder carries out the loading on the premises of the Mandator or at a place determined by the Mandator, the Forwarder shall be obliged to operate for this purpose only in zones or handling areas demarked therefor by the Mandator.

16. SUB-SUPPLIERS

16.1 Liability of the Forwarder. The Forwarder assumes liability and guarantee for losses caused by all parties involved in execution of the transport, this during the entire period of execution of the transport, as well as for loss caused through their operations to the property of the Mandator or a third party.

16.2 Removal of a Sub-supplier/Carrier. In justified cases, the Mandator shall be entitled to require that the Forwarder removes any of their Sub-suppliers or Carriers from the execution of the transport. The Forwarder shall be obliged to meet such a request without undue delay, this pursuant to this Article. Any costs associated with termination of co-operation according to this Article shall be borne by the Forwarder. Violation of this obligation shall be considered to be material violation of the obligations of the Forwarder and shall establish the right on the part of the Mandator to withdraw from the Contract.

16.3 Conventional fine. In the case of violation of any of the obligations determined by Article 19 of these General Transport Terms and Conditions, the Forwarder shall be obliged to pay the Mandator a conventional fine of CZK 100,000 for each individual case.

17. PROTECTION OF CONFIDENTIAL INFORMATION

17.1 Obligation to maintain confidentiality. The Forwarder undertakes to maintain confidentiality concerning any and all information and/or data which they learn directly or indirectly in connection with fulfilment of the Contract and/or which are disclosed to the Forwarder by the Mandator for the purpose of fulfilment of the Contract, and shall not disclose or otherwise make available such information and/or data to any third party without prior written approval by the Mandator.

The Forwarder in particular undertakes that the Forwarder shall use all information and/or data which the Forwarder directly or indirectly learns in connection with the fulfilment of the Contract and/or which are provided or disclosed to them by the Mandator for the purpose of fulfilment of the Contract solely for attaining the purpose of the Contract.

17.2 Confidential information. The following shall not be considered to be confidential information:

- a) information which became publicly known without the same being caused by the Forwarder wilfully or by omission;
- b) information which the Forwarder had legally available prior to concluding the Contract, provided that such information was not the subject of another conclusion on protection of information concluded earlier between the Contractual Parties, or when the same is not protected by law;
- c) information which is the result of a procedure through which the Forwarder attained such information independently and the Forwarder is able to prove such a circumstance with their records or the confidential information of a third party.

17.3 Conventional fine. In the case of violation of any of the obligations determined by Article 20 of these General Transport Terms and Conditions, the Forwarder shall be

obliged to pay the Mandator a conventional fine of CZK 100,000 for each individual case.

18. PERSONAL DATA PROCESSING

18.1. Rights and responsibilities of the Forwarder. Personal Data, which will be handed over to Forwarder during the implementation of the Contract, will be processed in accordance to applicable statutory regulation and especially in accordance to REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

18.2. If the Mandator and Forwarder undertake to process personal data in accordance with the provision of Article 4 (2) of the GDPR and the Forwarder finds itself in the position of the personal data processor in accordance with the provision of Article 4 (8) of the GDPR, then such processing of Personal Data will be governed by the following conditions.

18.3. The personal data handed over by Mandator (hereinafter only "Personal Data") shall be processed for maximum period which is necessary for fulfilment of obligations of the Forwarder agreed in relevant Contract or any other Contracts concluded between Mandator and Forwarder or until application of personal data subject's right of Personal Data processing directly at the Forwarder.

18.4. The reason for Personal Data processing is the legitimate interests pursued by the Mandator.

18.5. The categories of processed Personal Data are:

- a) Name and surname;
- b) Telephone number;
- c) Job classification;
- d) E-mail address;
- e) Information on professional certificates;
- f) Travel document number (for visas).

18.6. The Forwarder shall process the Personal Data only based on documented instructions from the Mandator, including with regard to transfers of Personal Data to a third country or an international organization, unless required to do so by Union or Member State law to which the Forwarder is subject; in such a case, the Forwarder shall inform the Mandator of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

18.7. The Forwarder ensures that persons authorized to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

18.8. The Forwarder shall take all measures required to secure processing of Personal Data according to article 32 of GDPR and therefor shall take all measures required to appropriate technical and organizational measures to ensure a level of security appropriate to the risk.

- 18.9. The Forwarder shall respect the conditions for engaging another processor according to article 28, paragraph 2 and 4 of GDPR and therefore the Forwarder shall not engage another processor without prior specific or general written authorization of the Mandator. In the case of general written authorization, the Forwarder shall inform the Mandator of any intended changes concerning the addition or replacement of other processors, thereby giving Mandator the opportunity to object to such changes. Furthermore where Forwarder engages another processor for carrying out specific processing activities on behalf of the Mandator, the same data protection obligations as set out in this General Transport Terms and Conditions and the Forwarder shall impose on that other processor by way of a contract, in particular providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements of GDPR. Where that other processor fails to fulfil its data protection obligations, the Forwarder shall remain fully liable to the Mandator for the performance of that other processor's obligations.
- 18.10. The Forwarder shall take into account the nature of the processing, assist the Mandator by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Mandator's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of GDPR.
- 18.11. The Forwarder shall assist the Mandator in ensuring compliance with the obligations pursuant to articles 32 to 36 of GDPR taking into account the nature of processing and the information available to the Forwarder.
- 18.12. The Forwarder shall at the choice of the Mandator, delete or return all the Personal Data to the Mandator after the end of the implementation of the Contract related to processing, and delete existing copies unless Union or Member State law requires storage of the Personal Data.
- 18.13. The Forwarder shall make available to the Mandator all information necessary to demonstrate compliance with the obligations laid down in article 28 of GDPR and allow for and contribute to audits, including inspections, conducted by the Mandator or another auditor mandated by the Mandator.
- 18.14. The Forwarder shall immediately inform the Mandator if, in its opinion, an instruction infringes GDPR or other Union or Member State data protection provisions.
- 18.15. The Parties undertake to promptly notify each other of any known facts which may affect the proper and timely fulfillment of the obligations under this General Transport Terms and Conditions.
- 18.16. The Forwarder is obliged to take such measures, along with internal procedures leading to the detection and handling of breaches of security, taking into account in particular the risks involved in the processing, in particular the accidental or unlawful destruction, loss, alteration or unauthorized provision or disclosure of transmitted, stored or otherwise processed Personal Data. Such measures may include, but are not limited to: specifying rules for working with such information systems, ensuring that automated processing systems for personal data are used only by authorized persons for such persons to have access only to Personal Data corresponding to the authorization of such persons, to determine and verify when and for what reason Personal Data have been recorded or otherwise processed and to prevent unauthorized access to data carriers, in particular through the setting of passwords, access rights, encryption, central counter, documentation of adopted technical and organizational measures, locks, bars, etc.
- 18.17. The Forwarder is obliged to report Personal Data breach to the Mandator without undue delay as soon as he detects such violation. The notification will be made to gdpr.dspw@doosan.com, follow by notification by phone on: +420 733 144 282.
- 18.18. The information obligation under article 13 and article 14 of GDPR, in relation to the data subjects whose Personal Data are processed under this General Transport Terms and Conditions, will be fulfilled by the Mandator, unless otherwise agreed by the Mandator and the Forwarder.
- 18.19. Processing of personal data by the Mandator. The provisions of article 21 of this General Transport Terms and Conditions apply mutatis mutandis to the Mandator if the Mandator finds himself in the position of a personal data processor in accordance with the provision of Article 4 (8) of GDPR. In such a case, the Mandator undertakes to process personal data in accordance with the obligations laid down by these terms and conditions to the Forwarder.
- 18.20. The Mandator acknowledges that personal data transmitted by the Forwarder may be processed, particularly when the Mandator is provided with personal data used for common business transactions that is legitimate interests of the Forwarder (purpose of processing). The purpose of the processing may also be the fulfillment of a legal obligation, especially if the employee's certificates are passed on their eligibility for a given work performance or in relation to the equipment or services supplied (e.g. welding certificates, apprenticeship certificates, etc.).
- 18.21. Personal data transmitted by the Forwarder will be processed by the Mandator for the duration of the contract or contracts concluded between the Mandator and the Forwarder or until the rights of the entities of such personal data have been exercised directly to the Mandator. Above this framework, personal data may be processed for the duration of Mandator's legitimate interest (e.g. the maintenance of necessary certificates).
- 18.22. The Forwarder acknowledges and gives its consent to the transfer of personal data by the Mandator to other processors for the same purpose and for the same specified processing time. These other processors are mainly Mandator's clients who require some documents that contain personal data such as certificates and certificates that are linked to the service provided or the equipment delivered.
- 18.23. The scope of personal data processed by the Mandator and delivered by the Forwarder shall be specified by the Forwarder in the written acceptance of the order in accordance to Article 3.2 of this General Transport Terms and Conditions.

19. GOVERNING LAW

- 19.1. Governing law. The rights and obligations of the Contractual Parties resulting from these General Transport Terms and Conditions, including the Contract concluded, shall be governed by the legal order of the Czech Republic, in particular by the Civil Code. Application of INCOTERMS 2010 shall not be affected by these provisions.

20. JURISDICTION

- 20.1. Jurisdiction. The Contractual Parties undertake to solve any and all disputes originating from the Contract preferably by amicable settlement. Should it not be possible to solve any of the disputes originating from the Contract in an amicable way, such a dispute shall be settled by the locally appropriate court of justice in Pilsen.

21. SEVERABILITY CLAUSE

- 21.1. Severability clause. Should any of the agreements of these General Transport Terms and Conditions or the Contract be or become invalid, ineffective, opposable or unenforceable, it shall not have any influence on the validity and enforceability of other agreements, provided that such an agreement may be separated from these General Transport Terms and Conditions or the Contract as a whole. The Contractual Parties undertake to exert all effort to replace such an invalid, opposable or unenforceable agreement with a new agreement which would be, in terms of its content and effect, as close as possible to the content and purpose of the invalid, ineffective, opposable and/or unenforceable agreement.

22. OTHER PROVISIONS

- 22.1. Conventional fines. Any and all conventional fines determined by these General Transport Terms and Conditions or the Contract shall be payable within a term of 30 days from delivery of the accounting statement for the conventional fine to the other Contractual Party. By payment of any conventional fine, the right of the Mandator to compensation for loss, this to the full extent, shall not be affected. The Mandator shall be entitled to exercise both claims separately in parallel.
- 22.2. Exercising the claim. If any of the claims of the Forwarder pursuant to these General Transport Terms and Conditions or the Contract is not exercised within a period of 12 months from the moment an event which established such a claim occurred, then such a claim on the part of the Forwarder shall automatically be time-barred upon the expiration of the mentioned period of time.
- 22.3. Right of retention. The Forwarder shall not be entitled to use any subject of performance supplied on the basis of the Contract as a subject of the right of retention

pursuant to the provisions of Section 1395 *et seq.* of Civil Code.

- 22.4. Omission. Any omission or failure to exercise any rights of the Mandator resulting from these General Transport Terms and Conditions or the Contract shall not be deemed to form a waiver of such rights against the Forwarder and shall not result in termination of such rights or termination of the possibility to exercise such rights.
- 22.5. Ban on employment. The Forwarder undertakes not to offer the employees of the Mandator the conclusion of employment or other contractual instrument resulting in the origination of a labour-law relationship with the Forwarder or any other third party, and that they shall not conclude employment with any employee of the Mandator or any other contract resulting in origination of a labour-law relationship. In the case of violation of this obligation, the Forwarder shall be obliged to pay the Mandator a conventional fine of CZK 100,000 for each individual violation of the obligation being secured.
- 22.6. Technical specifications. If the Mandator has submitted to the Forwarder technical specifications of the subject of performance, then such technical specifications shall form an integral part of the Contract.
- 22.7. Validity and effectiveness. These General Transport Terms and Conditions are valid and effective as at the date 31. 1. 2019.