

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

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

**1. DEFINITIONS OF SOME TERMS**

- 1.1. INCOTERMS 2010. Should a Contract or these General 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 Skoda Power premises and identification of an employee.
- 1.3. Contract. A Contract shall mean a Purchase Contract or a Contract for Work entered in writing in accordance with Part 3 of these General Terms and Conditions. Unless specified otherwise, the Purchase Contract or a Contract for Work under these General Terms and Conditions shall also mean a possible written General Purchase Contract or General Contract for Work on the basis of which a Purchase Contract and/or a Contract for Work shall be concluded in accordance with the procedure specified under Part 3 of these General Terms and Conditions.
- 1.4. Customer. In these General Terms and Conditions, the Customer shall always mean trading 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.
- 1.5. Supplier. In these General Terms and Conditions, the Supplier shall mean a seller pursuant to the provisions of Section 2079 *et seq.* of the Civil Code and/or a contractor pursuant to the provisions of Section 2586 *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 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 Terms and Conditions, proper delivery shall mean proper discharge of the obligation on the part of the Supplier to supply the subject of performance to the Customer and to make it possible to the Customer to come into ownership rights over the subject of performance. Proper delivery shall take place upon compliance with all terms and conditions specified by these General Terms and Conditions, the Contract and generally binding legal regulations.
- 1.8. Contractual Parties, Contractual Party. The Supplier and the Customer 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 Terms and Conditions, the Sub-supplier shall mean a third party who provides the Customer, in order to implement the Contract, with the performance, in part or in full, or an element of the same subject of separate contractual relationship between the Sub-supplier and the Supplier.
- 1.10. Term of performance. In these General Terms and Conditions, the term of performance shall mean the period of time determined for proper delivery of the subject of performance.
- 1.11. Subject of performance. In these General Terms and Conditions, the subject of performance shall mean objects and their parts and/or the work, where the Supplier contractually undertakes to supply the same to the Customer and to make it possible to the Customer to come to the ownership rights to such objects and/or the work and the Customer undertakes to accept such objects and/or the work and take ownership of the same and to pay the agreed price for the same to the Supplier.
- 1.12. Written form. In these General 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.

**2. VALIDITY OF THE GENERAL TERMS AND CONDITIONS**

- 2.1. Part of the Contract. These General Terms and Conditions shall form an integral part of the Contract.
- 2.2. Binding effect. By entering into the Contract, the Supplier explicitly agrees with all the rights and obligations contained in these General Terms and Conditions and resulting from these General Terms and Conditions.
- 2.3. Priority. Should the contents of the Contract differ from these General Terms and Conditions, the stipulations of the Contract shall have priority over divergent stipulations of these General Terms and Conditions.
- 2.4. Business terms and conditions of the Supplier. Business terms and conditions of the Supplier 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 Supplier provably known to the Customer, the Customer 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 Supplier. In such a case the Contract shall be deemed to be not concluded. Should the Customer fail to deliver the above mentioned exclusion of the acceptance of order to the Supplier in the mentioned period of time the Contract shall be deemed to be concluded with such content where business terms and conditions of the Supplier and the Contractor are not in conflict.

### **3. CONCLUSION OF A CONTRACT**

- 3.1. Order. The Customer shall be entitled to deliver to the Supplier, in accordance with and under the terms and conditions determined by these General Terms and Conditions, a written offer (a proposal to conclude the Contract) - an order for delivery of a subject of performance.
- 3.2. Acceptance of order. Within a period of 14 days from the date on which the order is delivered, the Supplier shall be obliged to accept the order in writing – to confirm and deliver the accepted order to the Customer, or to inform the Customer within the same period of time that the Supplier refuses the order. Acceptance and refusal of the order must be made in writing. Should the Supplier 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 a accepted order without any additions, deviations, reservations and/or limitations (under paragraph 3.2 of these General Terms and Conditions) to the Customer, the Contract shall be concluded.
- 3.3. Cancellation of an order. Before an accepted order is delivered to the Supplier, it may be cancelled by the Customer in writing without any costs..
- 3.4. New offer by the Supplier. Any alteration contained in the acceptance of the order, made by the Supplier as compared to the order by the Customer, (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 Customer fail to accept such a new offer within a period of 14 days from the date on which the same is provably delivered, the Customer 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 Customer shall be entitled at any time to inform the Supplier in writing of a proposal for a modification to the Contract, in particular in terms of the quantity and quality of the subject of performance, place of delivery of the subject of performance, terms of delivery or instructions regarding the packaging of the subject of performance; the

Supplier 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 Customer; or
- b) to notify in writing the Customer, in a way described under paragraph 3.2 of these General Terms and Conditions, of objective reasons that prevent the Supplier 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 Supplier shall bear the risk of change of circumstances in accordance with the provisions of Section 1765 of Civil Code.

### **4. QUANTITY AND QUALITY**

- 4.1. Quantity. The Supplier shall be obliged to supply the subject of performance in the quantity determined by the Contract.
- 4.2. Quality and make. The subject of performance must be supplied in the quality and make determined by the Contract. In the case that the quality and make of the subject of performance are not explicitly established by the Contract, the Supplier shall be obliged to supply the subject of performance in the quality and make which fully comply with the purpose for which the subject of performance is being supplied; if such a purpose is not stipulated, then the purpose for which such a subject of performance is generally used. The subject of performance must comply with all technical requirements and technical and safety standards, both binding standards and advisory standards. The subject of performance as well as parts used for producing the same must be new, unused, undamaged and made of high-quality material. If the subject of performance is supplied on the basis of samples, designs or drawings, the subject of performance must fully correspond to such samples or drawings. The subject of performance must not be burdened with legal or factual defects.

### **5. PRICE**

- 5.1. Price. The price for the subject of performance shall be established by agreement of the Contractual Parties as fixed and constant. Unless agreed otherwise, the price for the subject of performance shall include any and all costs of packaging, documentation, transport to the place of destination and possible insurance.
- 5.2. Value added tax. If the Supplier is a VAT payer, the Supplier 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 Supplier shall be liable for any and all taxes, fees, custom duties and similar charges which are related to the subject of performance, and which the Supplier is obliged to cover on the basis of

the Contract or generally binding legal regulations, and shall be obliged to indemnify the Customer for any and all liabilities and associated costs and expenses which may be related to the same.

## 6. TERMS AND CONDITIONS OF PAYMENT

6.1. Due date of the invoice. The due date of any invoice from the Supplier issued on the basis of the Contract shall be 60 days from the delivery to the Customer. The right to issue the invoice for the supply of the subject of performance shall accrue to the Supplier as at the date of proper delivery of the subject of performance, this on the basis of signing a record on handover and acceptance of the subject of performance.

6.2. Particulars regarding the invoice. Each invoice from the Supplier 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.

6.3. Bill of delivery. Part of each supply of the subject of performance, if the subject of performance is formed by objects or any parts of the same, must 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 Supplier and the Customer;
- e) identification of the subject of performance, including technical specifications;
- f) method of transport;
- g) identification of a contact person of the Supplier.

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

6.4. Incomplete invoice. In the case that an invoice issued by the Supplier fails to contain particulars prescribed by these General Terms and Conditions, the Contract and/or the generally binding legal regulations, and/or contains data in contravention of these General Terms and Conditions, the Contract and/or the generally binding legal regulations, such an invoice shall not be paid by the Customer and the Customer shall return the same to the Supplier to be completed or corrected, without the Customer thus becoming in default with payment of the agreed price.

6.5. Declaration of the Supplier. As to the date of concluding the Contract, the Supplier declares that there are no reasons for which the Customer 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 Supplier, originating on the grounds of VAT which the Supplier charged the Customer to the price for the subject of performance. The Supplier 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 Supplier 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 Customer shall be entitled to retain the amount of the VAT from each invoice issued by the Supplier in the case that the Supplier fails to confirm to the Customer 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 Customer, or in the case that the Supplier is published in the list maintained by the Tax Directorate of the Czech Republic pursuant to the above-specified provisions. The Customer 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 Supplier 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 Customer to pay the Supplier 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 Supplier, to be discharged).

6.6. Retained sums. The Customer shall be entitled to retain from the Supplier the payment of the amount of 10% of the price of the subject of performance and to pay the same at the Customer's discretion, this only on the basis of a record on proper handover and acceptance of the subject of performance, this within a period of 30 days from signing the same, possibly as late as when all defects in the subject of performance are rectified.

6.7. Foreign entity. In the case that the Supplier is a foreign entity and the subject of performance consists of supplying software, licences, consultancy, technical or other services, the Supplier shall be obliged to submit to the Customer a certificate of tax domicile of the Supplier's company. If regulations valid in the Czech Republic in connection with implementing the Contract impose on the Customer the obligation to pay tax on the income of the Supplier to the local authorities, the Customer shall discharge such obligations resulting for them from the above-specified regulations.

6.8. Security. The Customer shall be entitled to require that the Supplier provide bank guarantees, other financial

guarantees or other security instruments equal to bank guarantees under circumstances when the Customer provides to the Supplier financial means without the subject of the Contract being fulfilled by the Supplier. Should the Supplier fail to provide the required security duly and properly, the Supplier shall be entitled to require, unless the parties agree otherwise, that payment for the subject of this Contract be provided only after the same is fulfilled.

- 6.9. Set-off of receivables of the Customer. The Customer shall be entitled to set off a charged conventional fine, compensation for loss or any other financial amount to which the Customer has become entitled from the Contract, against an unpaid invoice or other financial claim of the Supplier.
- 6.10. Payment of the agreed price. Any financial obligation of the Customer paid in non-cash means shall be discharged when the given amount is deducted from the Customer's account.
- 6.11. Default interest. In the case the Customer defaults in payments for a properly supplied subject of performance, the Supplier 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.
- 6.12. Set-off of receivables of the Supplier. Without prior explicit written approval by the Customer, the Supplier shall not be entitled to set off any receivable and/or any part thereof which has accrued to the Supplier against the Customer, on the basis of these General Terms and Conditions or the Contract, against any receivable of the Customer due from the Supplier.
- 6.13. Pledging of receivables of the Supplier. Without prior written explicit approval from the Customer, the Supplier shall not be entitled to pledge any receivable which accrues to the Supplier against the Customer on the basis of these General Terms and Conditions or the Contract.
- 6.14. Assignment of receivables of the Supplier. The Supplier shall be entitled to assign a receivable against the Customer from these General Terms and Conditions or the Contract only upon prior written approval by the Customer.
- 6.15. Conventional fine. In the case that the Supplier sets off, assigns or pledges receivables against the Customer from the Contract or from these General Terms and Conditions in contradiction of Articles 6.12, 6.13, 6.14 of these General Terms and Conditions, the Supplier shall be obliged to pay the Customer a conventional fine at the amount of 10% of the value of the set-off, assigned or pledged receivable.

## **7. PLACE OF DELIVERY**

- 7.1. Place of delivery. Unless agreed otherwise, the Supplier shall be obliged to deliver the subject of performance at their risk and cost to the registered office of the Customer

– the production plant of the Customer; this according to INCOTERMS 2010, DAP condition.

## **8. TERM OF DELIVERY**

- 8.1. Term of delivery. When the term of performance is not determined in the Contract, the Supplier shall be obliged to supply the subject of performance to the Customer within a period of 30 days from the conclusion of the Contract.
- 8.2. Time of delivery. If the subject of performance is delivered to the registered office of the Customer, the Supplier shall be obliged to deliver the subject of performance on working days within the usual working hours of the Customer, this meaning from 6:00 a.m. to 2:00 p.m., unless the Contract has determined otherwise.
- 8.3. Obligations to notify. The Supplier shall be obliged to notify in writing the Customer of the scheduled term of delivery of the subject of performance at least 7 days in advance; by this, the obligation of the Supplier to deliver the subject of performance prior to the deadline determined by the Contract and/or these General Terms and Conditions shall not be affected in any manner.

## **9. PROPER DELIVERY**

- 9.1. Proper delivery. The Supplier shall discharge their obligation to deliver the subject of performance to the Customer through proper and due delivery of the same to the place of delivery, in case of delivery or discharge of work also through the presentation that the work shall be fit for its purpose. The delivery of the subject of performance shall be recorded by the Contractual Parties in a record on handover and acceptance of the subject of performance.
- 9.2. Non-receipt of the subject of performance. The Customer shall be entitled not to receive a subject of performance which does not correspond to the requirements of these General Terms and Conditions, the requirements of the Contract and/or the requirements of generally binding legal regulations. In such a case, the Customer shall be obliged to hand over or send to the Supplier notification containing a reason for refusing to receive the subject of performance, evaluation of the nature of any imperfections and determination of a deadline for rectifying the same. In the case that the imperfections specified are not rectified by the Supplier within the determined deadline, the subject of performance shall be deemed to be not delivered.
- 9.3. Risk of damage. The Supplier shall be obliged to deliver the subject of performance in a condition of full completeness and in accordance with these General Terms and Conditions, the Contract and generally binding legal regulations. Costs of transporting the subject of performance and the risk of accidental destruction or depreciation of the subject of performance shall be borne by the Supplier until the moment the record on handover

and acceptance of the subject of performance is signed.

- 9.4. Documents. Together with the subject of performance, the Supplier shall be obliged to supply any and all documents specified in these General Terms and Conditions and/or in the Contract, as well as any and all documents necessary for the acceptance, free disposal, possible clearance and use of the subject of performance, as well as documentation proving the origin of the subject of performance, as well as documentation proving compliance with the obligations pursuant to Act 477/2001 Coll. on Packages.
- 9.5. Declaration of the Supplier. The Supplier declares that they have fully familiarised themselves with the scope and nature of the subject of performance and place of performance, and that they are familiar with all technical, qualitative and other conditions of the subject of performance. The Supplier additionally declares that they have available such capacities and expertise which are necessary for the proper delivery of the subject of performance. The Supplier declares that they have verified all information, data and instructions which they have received from the Customer as to the date of conclusion of the Contract, that the Supplier 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 delivery, take into account all the terms and conditions and circumstances determined by these General Terms and Conditions and the Contract, including those which the Supplier, as an entity professionally qualified to supply the subject of performance, 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 Supplier declares that they have studied all the terms and conditions, legal requirements, necessary time schedules, drawings and designs, and have obtained, at their own responsibility, all additional information and details which they need to supply the subject of performance, such as conditions at the place of performance and accessibility of such a place, storage, lifting devices, accommodation and regulations necessary for proper fulfilment of the Contract. To eliminate any doubts it is declared that the Customer shall bear no responsibility for costs associated with defects or for losses caused by the fact that the Supplier has not ascertained or secured such information, documents or other data.
- 9.6. Building log. In the course of fulfilling the Contract, the Supplier shall be obliged, if practicable, to maintain a building log or assembly log and to record in the same the progress of works according to the agreed time schedule and to make it possible for the Customer to inspect the records in the same. The Customer shall be entitled to record in the log individual specific instructions and requirements for fulfilling the Contract and the Supplier shall confirm compliance with the same on an ongoing basis.
- 9.7. Inspection. The Customer shall have the right to inspect the condition of the work in progress regarding the subject of performance at the place of the Supplier, this in particular by requesting information from the Supplier's persons in charge or through physical inspection of the work in progress regarding the subject of performance. The Supplier undertakes to provide proper assistance in order to make it possible for the Customer to inspect the work in progress regarding the subject of performance and undertakes to submit to the Customer a time schedule for performance according to the individual Contracts and orders, this at the latest by the tenth day from receipt of an order or from signing the Contract, this for all supplies where the term for delivery or manufacture is longer than 25 working days. At the same time, the Supplier undertakes, regularly at least once every two weeks, to submit to the Customer an updated time schedule of said production, however, at the latest at the moment the individual stages specified in the time schedule are fulfilled.
- 9.8. Conformity declaration. In the case that the subject of performance consists of the manufacture and supply of products and packages which are covered by Act No. 22/1997 Coll. on Technical Requirements for Products, in the wording in force, including implementing legal regulations, the Supplier shall be obliged to hand over to the Customer a copy of a conformity declaration, or written assurance of issue of a conformity declaration, at the latest to the agreed term of performance.
- 9.9. Additional performance. If it subsequently becomes necessary to secure the supply of additional works, goods or services, this for the purpose of proper fulfilment of the subject of the Contract and/or for the purpose of proper and safe use or operation of the Subject of the Contract and/or for the purpose of achieving the agreed or standard parameters and functions of the subject of performance, the Supplier shall be obliged, at their own cost and risk, to supply all such works, goods or services, even though the same are not explicitly determined or described in the order or in the Contract. All such works, goods or services shall be considered to be work within the scope of the obligations of the Supplier and shall be included in the agreed price. Any such works, goods or services whose supply has become necessary as a result of error, omission or negligence on the part of the Supplier, shall not be subject to acknowledgement, conclusion of an amendment to the Contract or any other payment in excess of the agreed price.
- 9.10. Fees. Any and all custom duties, storage fees and other fees incurred as a result of late handover of proper documents and data shall be charged to the Supplier and the Supplier shall be obliged to settle them.
- 9.11. Expertise. For the fulfilment of the Contract, the Supplier 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.

- 9.12. Conventional fine. Should the Supplier fail to discharge their obligation to duly and/or properly deliver the subject of performance to the Customer, the Customer shall become entitled to payment of a conventional fine from the Supplier at the amount of 0.5% of the price of the subject of performance with the proper delivery of which the Supplier defaults, this for each commenced day of said default.

## 10. QUALITY GUARANTEE

- 10.1. Quality. The subject of performance must accurately correspond to the agreed quality, must be new, at a high technical level, and comply with requirements determined by these General Terms and Conditions, the Contract and the generally binding legal regulations. The subject of performance must correspond to all technical requirements and technical and safety standards for the given kind of the subject of performance, both binding standards and advisory standards. The subject of performance as well as parts used for producing the same must be unused, undamaged and made of high-quality material. The subject of performance must precisely correspond to samples or drawings specified in the order or in the Contract. The subject of performance must be capable of providing the standard output required by the Customer and fully comply with the purpose for which the same was ordered or supplied.
- 10.2. Quality guarantee. The Supplier shall provide the Customer, as well as any other persons who acquire ownership right or other right over the subject of performance, a guarantee for the quality of the subject of performance. The Supplier undertakes that the subject of performance shall be, during the warranty period, eligible for use for the purpose determined in the Contract, shall have properties required by the Customer, these General Terms and Conditions, the Contract, the generally binding legal regulations, as well as valid technical standards, regulations, guidelines and decrees, and that the subject of performance shall preserve such properties without change.
- 10.3. Defects. The subject of performance must be free of any defects, factual and legal, evident and latent, rectifiable and non-rectifiable.
- 10.4. Warranty period. Unless otherwise agreed in the Contract, the Supplier shall provide a warranty regarding the subject of performance of 36 months from the date of proper delivery of the subject of performance on the basis of the record on handover and acceptance of the subject of performance. The warranty period shall be prolonged always by a period of time from the proper delivery of the subject of performance on the basis of signing the record on handover and acceptance of the subject of performance until the moment the subject of performance is used by the Customer or otherwise processed in relation to products, works or items of equipment for which the subject of performance was supplied.

- 10.5. Interruption of the warranty period. The warranty period shall be deemed not to pass during the time the Customer cannot use the subject of performance due to defects in the same for which the Supplier is liable.

- 10.6. Rights of third parties. The Supplier undertakes to secure that no provisions of the Contract and/or their application unlawfully infringe upon the rights of intellectual property of any third parties. Additionally, the Supplier undertakes to secure that the Customer or other companies belonging to the same business group as the Customer suffer no harm as a result of violation of such an obligation on the part of the Supplier. The Supplier explicitly undertakes to compensate the Customer for all losses incurred through violation of these obligations.

## 11. LIABILITY FOR DEFECTS

- 11.1. Defects in the subject of performance. The subject of performance shall be considered as having defects provided that the same does not correspond to the qualitative conditions, scope, properties and criteria determined by these General Terms and Conditions, the Contract and/or generally binding legal regulations.

- 11.2. Defects in documents. Defects in the subject of performance shall be deemed to include also defects in all and complete documents and data relating to the subject of performance, which the Supplier shall be obliged to deliver to the Customer on the basis of the Contract, together with the subject of performance. In the case that the documents supplied contain errors, the Customer shall be entitled to return the same to the Supplier at the Supplier's own cost and/or to request the Supplier to deliver documents without errors. In such a case, the Supplier shall be obliged to deliver to the Customer complete documentation without errors without undue delay, however, at the latest within a period of 7 days from the return of the defective documents or from delivery of a request from the Customer.

- 11.3. Liability for defects. During the entire period of validity of warranty, the Supplier shall be liable for all defects which developed in the subject of performance during such a period, this irrespective of when such defects originated. The Customer shall be entitled to report such defects to the Supplier at any time during the period of validity of the warranty term. In order to eliminate any doubts, the Contractual Parties explicitly exclude application of the provisions of Section 1917, Section 1918, Section 2103, Section 2104, Section 2112, Section 2618, Section 2629 of the Civil Code.

- 11.4. Record on defects. If the Customer discovers any defects in a subject of performance supplied at any time during the entire warranty period, the Customer shall draw up a record on said defects containing data on the subject of performance, a brief description of the defect(s) discovered and the date of discovery of the defect(s). The Customer shall deliver the record on defects to the Supplier via a holder of postal licence and/or electronic mail and/or facsimile, possibly also by delivery in person,

this together with identification of the chosen claim based on the liability for defects in the subject of performance according to paragraph 11.5 of these General Terms and Conditions, and the date of implementation of the required claim from defects in the subject of performance. In order to eliminate any doubts, the Contractual Parties agree that the choice of the claim from liability for defects in the subject of performance shall pertain solely to the Customer.

11.5. Claims from liability for defects. Irrespective of the nature of the defect and seriousness of the violation of the Contract for reasons of a defective subject of performance, the Customer shall always be entitled to choose any of the following claims from liability for defects in the subject of performance and/or a combination thereof:

- a) to require rectification of defects by supplying a new subject of performance, supplying the missing subject of performance, or to require rectification of legal defects;
- b) to require rectification of defects by repairing the subject of performance, provided that the defects are repairable;
- c) to withdraw from the Contract;
- d) to require adequate reduction from the price;
- e) alone or through a third party, to inspect the subject of performance, sort out, have the given defect rectified and/or secure the supply of a substitute subject of performance in place of the Supplier; in such a case, the Supplier shall compensate the Customer for all costs associated with the same, this without delay upon the Customer's request, without the right of the Customer to compensation for loss to the full amount being thus affected in any way.

11.6. Change of claim from liability for defects. Should the Customer exercise a claim from liability for defects pursuant to paragraph 11.5 clause a) and/or clause b) of these General Terms and Conditions, and the Supplier fails to rectify the defects in the subject of performance in such a method and within such a term as determined by the Customer, or when, prior to the expiry of the term determined by the Customer, the Supplier informs the Customer of the fact that the Supplier shall not rectify the defects, the Customer shall be entitled to withdraw from the Contract and/or demand any other claim from liability for defects according to paragraph 11.5 of these General Terms and Conditions.

11.7. Conventional fine. In the case of a default by the Supplier in complying with any of the obligations resulting from the liability on the part of the Supplier for defects in the subject of performance, the Supplier shall be obliged to pay the Customer a conventional fine at the amount of 0.5% of the price of the defective subject of performance for each day of default in complying with the obligation to properly deliver the subject of performance.

## 12. LIABILITY FOR LOSS

12.1. Foreseeable loss. The Supplier shall be liable for all losses caused to the Customer or other parties, in particular other customers of the Customer, this in connection with violation of their obligations determined by these General Terms and Conditions, the Contract or generally binding legal regulations.

12.2. Compensation for loss. The Supplier shall be obliged to compensate the Customer for any and all losses which are suffered by the Customer in connection with unlawful conduct of the Supplier. The Supplier undertakes to compensate the Customer for such loss to the full extent, this within a period of 15 days from the date of delivery of a written request by the Customer to the Supplier. Should doubts exist, the request for compensation for loss shall be deemed to be delivered to the Supplier on the third day after being provably dispatched by the Customer. Compensation for loss shall be paid by monies unless Contractual Parties agree otherwise in writing in each exact case.

## 13. TRANSPORT INSTRUCTIONS, PACKING

13.1. Transport. The Supplier shall be obliged to dispatch the subject of performance in such packing as ensures sufficient protection from damage in the course of transport and in possible storage in adequate premises of the Customer. Transport instructions shall be communicated by the Customer to the Supplier 15 days before the date of fulfilment of the Contract. Material which is transported by the Supplier to the place designated by the Customer as a site for performance of the Subject of the Contract must be confirmed by personnel of the Customer; also material, tools and building machines that are removed after being used by the Supplier for fulfilling the Contract on the premises of the Customer must be detailed on a list and confirmed by the Customer's representative in charge. Such confirmed documents shall be an integral part of the invoice. The Supplier shall be obliged to request permission for entry of their vehicles onto the premises of the Customer from the Customer's department of plant security.

13.2. Packing. The subject of performance must be packed and treated with packing in such a way that any potential damage caused in transport or storage is prevented. Liability for the quality of such packing shall be borne by the Supplier. Inadequate packing not guaranteeing the above-specified requirements may become the subject of a claim by the Customer. The Supplier shall be obliged to secure and prove that all packing used by the Supplier comply with the terms and conditions for introducing packing items to the market determined by Act No. 477/2001 Coll. on Packages, and that all the packing of the Supplier is designed and manufactured according to valid technical standards. Additionally, the Supplier shall be obliged to properly discharge all obligations imposed by Act No. 477/2001 Coll. on Packages on parties introducing packing materials to the market or in circulation.

13.3. Designation. The subject of performance must be designated in such a way that it is clear and identifiable at

first sight which subject of performance is concerned. Such designation must be non-washable and located visibly. The Supplier shall be liable for the quality of such designation; non-compliance with the above-specified terms and conditions may become the subject of a claim by the Customer.

#### 14. OWNERSHIP RIGHT; TRANSFER OF THE RISK OF DAMAGE

14.1. Ownership right. The ownership right to the subject of performance shall pass to the Customer at the moment of complete payment of the agreed price, unless the Contract determines otherwise.

14.2. Earlier transfer of ownership right. The ownership right to the subject of performance shall pass to the Customer prior to complete payment of the agreed price in the following cases:

- a) initiation of bankruptcy proceedings with the Supplier, this upon the moment of initiation of such bankruptcy proceedings, this under the precondition that the subject of performance or any part of the same exists at such a moment in time and is under the ownership of the Supplier;
- b) default by the Supplier in delivery of the subject of performance longer than 30 days, this upon expiry of the thirtieth day from the moment in time when, according to these General Terms and Conditions and/or the Contract, such performance should have been carried out, this under precondition that the subject of performance or any part of the same exists at such a moment in time and is under the ownership of the Supplier;
- c) imminent material default by the Supplier in delivery of the subject of performance, i.e. that it is evident – taking into account all circumstances – that the Supplier shall default in the delivery of the subject of performance by at least 30 days, this as at the moment of delivery of written notification by the Customer and under the precondition that the subject of performance or any part of the same exists at such a moment in time and is under the ownership of the Supplier. Should any doubts exist, such notification by the Customer shall be deemed delivered on the third day following provable dispatch of the same by the Customer.

From the moment of transfer of the ownership right pursuant to this Article, the Customer shall be entitled to dispose of the subject of performance as if it were their own possession, to immediately cancel their contractual relationship with the Supplier and to complete the subject of performance with the help of third parties, without thus restricting in any way the liability on the part of the Supplier for defects or damage caused until such a time.

14.3. Materials processed. All materials handed over by the

Customer to the Supplier to be processed, such as samples, patterns, matrices, technical drawings, moulds and suchlike which are owned by the Customer and have been provided to the Supplier for fulfilment of the Contract and/or have been specially ordered by the Customer, shall be subject to full risk on the part of the Supplier from the moment they are in the Supplier's possession. Additionally, the Supplier undertakes that, unless directly related to delivery of the subject of performance, the Supplier shall not use, without prior written approval from the Customer's authorised representative, such material and/or shall not authorise or knowingly permit use of the same by any third party. The Supplier shall be obliged to compensate the Customer to the full extent for any loss incurred by non-compliance with such an obligation.

14.4. Risk of damage. The risk of damage to the subject of performance, consisting in particular of its loss, destruction or other damage shall be borne by the Supplier until the moment of its proper delivery; that is until the moment of signing the record on handover and acceptance of the subject of performance. The risk of damage to the subject of performance shall pass to the Customer upon the moment of its proper delivery; that is upon the moment of signing the record on handover and acceptance of the subject of performance.

14.5. Designation of the subject of performance. Irrespective of whether the ownership right has passed or not to the Customer, the Supplier shall be obliged to designate, in a sufficient and completely identifiable manner, any subject of performance which the Supplier is obliged to deliver to the Customer and which is found in the Supplier's possession. The obligation specified in the previous sentence must be discharged by the Supplier without undue delay after work on the subject of performance reaches a stage of progress at which it would be possible to identify the same and to separate the same from other goods.

14.6. Intangible Subject of performance. Intangible Subject of performance (especially copyright work, invention, design, specification of material, method, know-how) is a exclusive property of the Customer. Supplier is not allowed to publish or to disclose such intangible Subject of performance to third parties without prior written consent of Customer. In accordance to the formation of the work by the Supplier before transfer of ownership rights are all intangible subjects of performance, made in connection with the subject of the work, considered confidential and the Supplier acknowledges that it may constitute a trade secret for the Customer.

14.7. Industrial property. In case the Subject of performance could be registered as a patent of invention or an utility model or an industrial design, the Customer owns right to the patent or to the model. The Supplier is obliged to inform the Customer about a creation of the invention or of the model, and to secure, for a benefit of Customer, rights from employees of the Supplier and from third parties.



## 15. FORCE MAJEURE

15.1. 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 Terms and Conditions or the Contract shall be prolonged by the period of time for which an event of force majeure lasts. The Supplier shall be obliged to inform the Customer of the occurrence and termination of an event of force majeure without undue delay in writing. The Supplier shall be obliged to inform the Customer in writing without undue delay also of the occurrence and termination of an event of force majeure at their Sub-supplier.

An event of force majeure shall in particular include: strikes, lockouts and all circumstances independent of the will of a Contractual Party, such as fire, war, flood, earthquake, general mobilisation, rebellion, requisition, confiscation, embargo, governmental order or restriction by the European Union, restriction in power consumption, as well as defective or delayed supplies by Sub-suppliers on the basis of circumstances specified above.

In particular the following shall not be considered to form an event of force majeure: in-plant strikes and lockouts, delay in the supplies of Sub-suppliers (unless the same are caused by an event of force majeure), insolvency, lack of workforce or material.

## 16. WITHDRAWAL FROM THE CONTRACT

16.1. Reasons for withdrawal. Irrespective of other provisions of these General Terms and Conditions or the Contract, the Customer shall be entitled to withdraw from the Contract in particular in the case of:

- a) default by the Supplier in discharging the obligation to properly and duly deliver the subject of performance;
- b) default by the Supplier in discharging any of the obligations resulting from the liability for defects in the subject of performance;
- c) initiation of bankruptcy proceedings relating to the Supplier;
- d) entry by the Supplier into liquidation proceedings;
- e) existence of an event of force majeure during a period longer than 6 months.

16.2. 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 Terms and Conditions or the Contract;
- b) claims resulting from liability for defects in the subject of performance;

- c) claims for payment of conventional fines incurred through violation of these General Terms and Conditions or the Contract;
- d) agreements on the obligation to maintain secrecy, confidentiality and protection of know-how;
- e) agreements on election of law and settlement of disputes;
- f) agreements on trade secrets.

16.3. 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 Customer. For this purpose, the Customer, within a period of 30 days from the moment of withdrawal from the Contract, shall notify in writing the Supplier 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 whether the subject of performance, to which the Customer has already obtained the right of ownership on the basis of the Contract, shall be returned to the Supplier or whether the same shall remain under the ownership of the Customer. Should such a subject of performance remain under the ownership of the Customer, financial compensation for such a subject of performance shall pertain to the Supplier, this at the amount of the accounting value of such a subject of performance, however, maximally to the amount of the agreed price of the subject of performance from the cancelled Contract.

16.4. Other reasons for termination. The Customer shall be additionally entitled to withdraw from the Contract prior to delivery of the subject of performance in the case that the contractual relationship between the Customer and their end customer ceases to exist, or without specifying a reason. However, in such a case the Customer shall be obliged to compensate the Supplier for costs expediently and provably expended in connection with fulfilment of the Contract, however, maximally to the amount of the agreed price for the subject of performance from the Contract from which the Customer withdrew. In such a case, the Supplier shall be obliged to send to the Customer 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 Supplier shall cease to exist.

In the case of withdrawal from the Contract for reasons on the part of the Supplier, the Customer shall be entitled to compensation for and the Supplier shall be obliged to compensate the Customer for all costs and

losses which the Customer suffered as a result of such withdrawal, this even beyond the scope of any conventional fines.

- 16.5. 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.

## 17. SAFETY AND FIRE PROTECTION

- 17.1. Safety of labour and fire protection. If the Supplier fulfils the Contract on the premises of the Customer or at a place determined by the Customer, the Supplier 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 Customer shall inform the Supplier of obligations resulting from the internal regulations of Doosan Škoda Power at the place of fulfilment of the Contract; the Supplier shall secure compliance with these regulations through their own employees and workers in the entire supply chain of the Supplier (hereinafter referred to only as the "Supplier's Workers").

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

The Supplier's workers shall be obliged to operate only in demarked premises that were determined by the Customer, unless specified otherwise in the workplace handover. In case of the workplace handover, the Supplier shall equip such premises with warning signs (designation of the company and name of the worker in charge of the designated premises). The Supplier shall secure visible designation of the workers with the name of the company. In case of construction or demolition work, the Supplier shall provide the workers with reflex vests with visible designation of the company name. The Supplier'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 Supplier'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 Supplier's workers not use visible designation on their work clothes or reflex vests during their stay in the DSPW premises, then the Supplier's workers shall be obliged to have visibly displayed the IDC which cannot become a source of a possible injury. The Supplier's workers shall be obliged to prove their valid IDC on request of a Customer's authorized representative or a Customer's H&S Representative. Should the Supplier's workers not be able to provide a valid IDC, it will be considered as an unauthorized access to the Customer's premises and it will lead to an immediate banishment from the workplace. The Supplier is obliged to return the IDC to a Customer's authorized representative when the reasons for access into the DSPW premises have ceased to exist. Should the Supplier not return all the IDCs that were issued to them, the Customer may

exercise with the Supplier a fine for each unreturned IDC in the amount of CZK 500, the same shall be applied in the case of loss.

## 18. ECOLOGY; STORAGE AND HANDLING AREAS

- 18.1. Environment protection. If the Supplier fulfils the Contract on the premises of the Customer or at a place determined by the Customer, the Supplier shall be obliged to fulfil the Subject of the Contract in accordance with legal regulations concerning protection of the environment, including internal regulations of the Doosan Škoda Power related to the defined spheres. The Supplier shall be obliged to secure adherence to these regulations by the Supplier's own workers and workers in the entire supply chain (hereinafter referred to as "Supplier's workers"). The Supplier shall develop a plan for disposing of waste which is generated in the Supplier's operations, shall dispose of the waste at the Supplier's own cost, shall maintain relevant records on the same and submit documents on disposal of the waste as part of handover of the subject of performance. The Supplier shall be obliged to comply with legal standards on handling noxious substances harmful to water. The Supplier who intends to use chemical substances and compounds in the DSPW Company shall have available up-to-date and valid safety lists of given chemical substances and compounds and a written agreement of the Customer.

- 18.2. In the course of fulfilling the Subject of the Contract, the space determined therefor shall be kept clean. The Supplier shall be liable for any potentially suffered loss caused through fulfilling the Contract in the field of protection of the environment. In the case that the Supplier, during implementation of the Contract, damages grassy surfaces or woody vegetation, the Supplier shall be obliged to take measures to restore the same. The issues of waste relating to fulfilment of the Subject of the Contract must be discussed with the Customer's workers in charge (Department of Administration and Investment) and to comply with their instructions.

- 18.3. Means of transport used. The Supplier and their Sub-suppliers shall be obliged, within the scope of implementation of the Contract, when entering production/storage premises (halls) of the Customer with a means of transport, to use means of transport complying at least with emission standard Euro 3. This must be visibly designated on the means of transport, possibly the driver of the given means of transport shall be obliged to submit such certification upon request by a worker of the Customer. In the case that said means of transport do not comply at least with emission standard Euro 3, the Supplier and their Sub-suppliers shall be obliged to equip all such means of transport with a special exhaust filter to catch exhaust gases and pollutants. In the case that the Supplier or their Sub-supplier does not comply with this order, the workers of the Customer shall not allow such means of transport to enter any of the premises of the Customer specified above.

- 18.4. Premises of the Customer. If the Supplier carries out the subject of the Contract on the premises of the Customer or at a place determined by the Customer, the Supplier

shall be obliged to operate for this purpose only in zones or handling areas demarked therefor by the Customer. The Supplier shall be obliged to properly store the objects, means or items which either serve for fulfilment of the Subject of the Contract or become part of the same in premises defined for such a purpose by the Customer and to properly secure them from theft and to maintain them in proper and orderly condition. Following fulfilment of the Subject of the Contract, the Supplier shall be obliged to bring such premises to the original condition or condition agreed on, and to hand over the same to the Customer in the form of a written record to an agreed deadline.

## 19. SUB-SUPPLIERS

- 19.1. Declaration by the Supplier. The Supplier declares that they are fully authorised and professionally qualified to supply the subject of performance according to these General Terms and Conditions and the Contract. The Supplier shall carry out all operations necessary to implement the Contract using their own capacities. Should it become expedient or inevitable, the Supplier shall be entitled to discharge their obligation partly through the aid of a third party, one professionally qualified. The Supplier acknowledges that in the case of partial implementation of the Contract via a third party, the Supplier is fully liable to the Customer in the same way as if the Supplier had fulfilled the entire Contract himself.

The Contract shall be implemented by means of the Supplier's own capacities when the same is executed by means of the following:

- a) persons in employment or similar relationship with the Supplier or parties controlled by the Supplier or parties controlling the Supplier or parties controlled together with the Supplier by the same party; and
- b) machines and machinery (i) under the ownership of the Supplier or parties controlled by the Supplier or parties controlling the Supplier or parties controlled together with the Supplier by the same party or (ii) under such disposal by the parties specified above which permits their utilisation for implementation of the Contract.

- 19.2. List of Sub-suppliers. If the Supplier intends to use Sub-suppliers for implementation of the Contract, the Supplier shall be obliged, upon request from the Customer, to submit to the Customer a list of Sub-suppliers. The Supplier shall be obliged to identify on request such Sub-suppliers which the Supplier is entitled to use for the purpose of implementation of the Contract. The Supplier shall be entitled to use Sub-suppliers other than those so identified only with prior written approval from the Customer.

The Supplier shall be obliged to secure and finance all sub-suppliers' works and shall act as guarantor to the full extent according to these General Terms and Conditions and the Contract. The Supplier shall be obliged, upon written request from the Customer, to submit to the

Customer at any time in the course of the implementation of the Contract a written list of all their Sub-suppliers.

- 19.3. Liability of the Supplier. The Supplier assumes liability and guarantee for losses caused by all parties involved in implementation of the Contract, this during the entire period of implementation of the Contract, as well as for loss caused through their operations to the property of the Customer or a third party.
- 19.4. Removal of a Sub-supplier. In justified cases, the Customer shall be entitled to require that the Supplier removes any of their Sub-suppliers from the implementation of the Contract. The Supplier 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 Supplier. Violation of this obligation shall be considered to be material violation of the obligations of the Supplier and shall establish the right on the part of the Customer to withdraw from the Contract.
- 19.5. Conventional fine. In the case of violation of any of the obligations determined by Article 19 of these General Terms and Conditions, the Supplier shall be obliged to pay the Customer a conventional fine of CZK 100,000 for each individual case.

## 20. PROTECTION OF CONFIDENTIAL INFORMATION

- 20.1. Obligation to maintain confidentiality. The Supplier 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 Supplier by the Customer 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 Customer.

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

- 20.2. 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 Supplier wilfully or by omission;
  - b) information which the Supplier 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 Supplier attained such

information independently and the Supplier is able to prove such a circumstance with their records or the confidential information of a third party.

- 20.3. Conventional fine. In the case of violation of any of the obligations determined by Article 20 of these General Terms and Conditions, the Supplier shall be obliged to pay the Customer a conventional fine of CZK 100,000 for each individual case.

## 21. PERSONAL DATA PROCESSING

- 21.1. Rights and responsibilities of the Supplier. Personal Data, which will be handed over to Supplier 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.

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

- 21.3. The reason for Personal Data processing is the legitimate interests pursued by the Customer.

- 21.4. 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).

- 21.5. The Supplier shall process the Personal Data only based on documented instructions from the Customer, 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 Supplier is subject; in such a case, the Supplier shall inform the Customer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

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

- 21.7. The Supplier 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.

- 21.8. The Supplier shall respect the conditions for engaging another processor according to article 28, paragraph 2 and 4 of GDPR and therefore the Supplier shall not engage

another processor without prior specific or general written authorization of the Customer. In the case of general written authorization, the Supplier shall inform the Customer of any intended changes concerning the addition or replacement of other processors, thereby giving Customer the opportunity to object to such changes. Furthermore where Supplier engages another processor for carrying out specific processing activities on behalf of the Customer, the same data protection obligations as set out in this General Terms and Conditions and the Supplier 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 Supplier shall remain fully liable to the Customer for the performance of that other processor's obligations.

- 21.9. The Supplier shall take into account the nature of the processing, assist the Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Customer's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of GDPR.

- 21.10. The Supplier shall assist the Customer 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 Supplier.

- 21.11. The Supplier shall at the choice of the Customer, delete or return all the Personal Data to the Customer 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.

- 21.12. The Supplier shall make available to the Customer 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 Customer or another auditor mandated by the Customer.

- 21.13. The Supplier shall immediately inform the Customer if, in its opinion, an instruction infringes GDPR or other Union or Member State data protection provisions.

- 21.14. 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 Terms and Conditions.

- 21.15. The Supplier 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.

21.16. The Supplier is obliged to report Personal Data breach to the Customer without undue delay as soon as he detects such violation. The notification will be made to [gdr.dspw@doosan.com](mailto:gdr.dspw@doosan.com), follow by notification by phone on: +420 37818 5516.

21.17. 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 Terms and Conditions, will be fulfilled by the Customer, unless otherwise agreed by the Customer and the Supplier.

21.18. Processing of personal data by the Customer. The provisions of article 21 of this General Terms and Conditions apply mutatis mutandis to the Customer and the Customer undertakes to process personal data in accordance with the obligations set here above in this General Terms and Conditions to the Supplier in the event of the handover of personal data of the Supplier's employees or other personal data being transferred by the Supplier.

21.19. The Customer acknowledges that personal data transmitted by the Supplier may be processed, particularly when the Customer is provided with personal data used for common business transactions that is legitimate interests of the Supplier (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.).

21.20. Personal data transmitted by the Supplier will be processed by the Customer for the duration of the contract or contracts concluded between the Customer and the Supplier or until the rights of the entities of such personal data have been exercised directly to the Customer. Above this framework, personal data may be processed for the duration of Customer's legitimate interest (e.g. the maintenance of necessary certificates).

21.21. The Supplier acknowledges and gives its consent to the transfer of personal data by the Customer to other processors for the same purpose and for the same specified processing time. These other processors are mainly Customer'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.

21.22. The scope of personal data processed by the Customer and delivered by the Supplier shall be specified by the Supplier in the written acceptance of the order in accordance to Article 3.2 of this General Terms and Conditions.

## **22. GOVERNING LAW**

22.1. Governing law. The rights and obligations of the Contractual Parties resulting from these General 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.

## **23. JURISDICTION**

23.1. 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.

## **24. SEVERABILITY CLAUSE**

24.1. Severability clause. Should any of the agreements of these General 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 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.

## **25. OTHER PROVISIONS**

25.1. Conventional fines. Any and all conventional fines determined by these General 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 Customer to compensation for loss, this to the full extent, shall not be affected. The Customer shall be entitled to exercise both claims separately in parallel.

25.2. Exercising the claim. If any of the claims of the Supplier pursuant to these General 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 Supplier shall automatically be time-barred upon the expiration of the mentioned period of time.

25.3. Right of retention. The Supplier 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.

25.4. Omission. Any omission or failure to exercise any rights of the Customer resulting from these General Terms and Conditions or the Contract shall not be deemed to form a

waiver of such rights against the Supplier and shall not result in termination of such rights or termination of the possibility to exercise such rights.

- 25.5. Ban on employment. The Supplier undertakes not to offer the employees of the Customer the conclusion of employment or other contractual instrument resulting in the origination of a labour-law relationship with the Supplier or any other third party, and that they shall not conclude employment with any employee of the Customer or any other contract resulting in origination of a labour-law relationship. In the case of violation of this obligation, the Supplier shall be obliged to pay the Customer a conventional fine of CZK 100,000 for each individual violation of the obligation being secured.
- 25.6. Technical specifications. If the Customer has submitted to the Supplier technical specifications of the subject of performance, then such technical specifications shall form an integral part of the Contract.
- 25.7. Validity and effectiveness. These General Terms and Conditions are valid and effective as at the date 25.3.2015.