

General Purchase Terms and Conditions of Doosan Škoda Power a.s.
version 1.0 effective from 1/11/2025

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1. Definitions and rules of interpretation

1.1. Words and phrases capitalised in these Purchase Terms and Conditions shall have the meanings set forth in this paragraph below: 1.1:

- a) **"Bank Guarantee"** means a financial guarantee issued by a bank which contains a declaration by the issuing bank named in the bank guarantee document that it will satisfy the Customer under the guarantee document up to the amount of money stated in the guarantee document, provided that the conditions stated in the guarantee document are met.
- b) **"Price"** means the monetary amount which the Customer is obliged to pay to the Supplier under the Contract for the timely and proper performance and delivery of the Subject of Performance to the Customer under the Contract.
- c) **"Supplier"** means a natural or legal person who, on the basis of the Contract, performs the Subject of Performance for the Customer.
- d) **"Documentation"** means all documents, designs, data, drawings, schematics, specifications, calculations, manuals, catalogues, data, inventories, handbooks, procedures, schedules, charts, reports, analyses, and other similar materials, prepared by the Supplier under or in connection with the Contract and/or provided to the Customer and which generally describe the performance of the Subject of Performance, the operation of the Subject of Performance, the maintenance of the Subject of Performance or other information relating to the Subject of Performance.
- e) **"Quality Documentation"** means the documentation defining (i) the procedures and sequence of activities for quality assurance of the Subject of Performance, (ii) the required scope of inspections and tests of the Subject of Performance, and (iii) the documentation of such inspections and tests.
- f) **"Confidential Information"** means the information and materials defined in paragraph 23.1 of the GTC.
- g) **"GDPR"** means 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, and repealing Directive 95/46/EC (General Data Protection Regulation).
- h) **"Main Contract"** means the contract entered into between the Investor and the Customer under the Project.
- i) **"Gross Negligence"** means negligence of a higher intensity, which is indicative of a reckless or irresponsible attitude of a Party towards the performance of its obligations.

- j) **"INCOTERMS"** means the set of international rules for the interpretation of delivery clauses in foreign trade issued by the International Chamber of Commerce in Paris, version 2020.
- k) **"Investor"** means the person with whom the Customer has entered into the Master Contract and who is either the investor in the Project or the General Supplier for the Project.
- l) **"Final acceptance" or "FAC"** means acceptance of the Subject of Performance by the Customer after the end of the Warranty Period and fulfilment of the conditions set out in article 17 of the GTC and the Contract.
- m) **"Destination"** means the location where the Project is being implemented.
- n) **"Proposal"** means a proposal to enter into a Contract as defined in paragraph 4.1 of the GTC.
- o) **"Project"** means a project that the Customer is undertaking for the Investor or a project under which the Customer is providing any services or supplies to the Investor.
- p) **"Preliminary Acceptance" or "PAC"** means the acceptance of the Subject of Performance by the Customer after the conditions set out in paragraphs 16.1 and 16.2 of the GTC and the Contract have been met.
- q) **"Subject of Performance"** means the subject of performance of a particular Contract as defined in paragraph 6.2 of the GTC.
- r) **"Concealed Defects"** means defects in the Subject of Performance which the Customer must have discovered by the exercise of ordinary care during the Warranty Period and which only became apparent after Final Acceptance.
- s) **"Services"** means any services and activities of the Supplier provided to the Customer under the Contract, which may include, but are not limited to, the processing of materials, modification of Work-in-Progress Goods, manufacture of Goods or repair of Goods, assembly of Goods, transport and storage of the Goods, clearance of the Goods, preparation of the Documentation, technical assistance, technical advice, assistance or supervision during assembly, assistance or supervision during commissioning, commissioning of the Subject of Performance (including its setup), etc. The Services may also be referred to in the Contract as services, subject of services, work, workmanship, consulting, supervision or other similar terms.
- t) **"Contract"** means the contract concluded between the Customer and the Supplier in accordance with article 4 of the GTC for the implementation of the Subject of Performance. The Contract may be (depending on the specification of the particular Subject of

Performance) in particular a purchase contract, a contract for work, a mandate contract or a service contract.

u) **"Contractual Documentation"** means the totality of the documents and terms and conditions defined in paragraph 2.1 of the GTC.

v) **"Contractual penalty"** means a contractual penalty agreed in the Contract or specified in article 26 of the GTC, which the Supplier is obliged to pay to the Customer in the event of failure to fulfil the Supplier's obligations specified in the Contract or GTC.

w) **"Parties"** means the Supplier and the Customer together.

x) **"Subcontractor"** means a legal or natural person who has been directly or indirectly appointed by the Supplier to supply any Goods or perform any part of the Subject of Performance for the Supplier. Subcontractor also means the manufacturer of the Goods that the Subcontractor will use for the performance of the Subject of Performance.

y) **"URDG"** means the International Chamber of Commerce (ICC) Rules for Bank Guarantees (URDG 758 - Revision 2010).

z) **"GTC"** means these Customer General Terms and Conditions of Purchase.

aa) **"Customer"** means the company Doosan Škoda Power a.s., with registered office at Tylova 1/57, Jižní Předměstí, 301 00 Pilsen, Czech Republic, Company ID No: 491 93 864, Tax ID No: CZ49193864, entered in the Commercial Register maintained by the Regional Court in Pilsen, Section B, Insert 2251.

bb) **"Warranty Period"** means the duration of the quality warranty set out in article 21.3 of the GTC.

cc) **"Goods"** means the items and their components which the Supplier undertakes to supply to the Customer under the Contract (e.g. parts, components, equipment). The Goods may also be referred to in the Contract as the subject of purchase, the subject of delivery, the subject of work, equipment, spare part or in any other similar manner.

1.2. **Explanation of singular and plural terms.** Words and phrases in the singular include the plural and vice versa, depending on the context.

1.3. **Explanation of undefined terms.** Words and phrases not defined in these GTC or the Contract shall be understood and construed to have their ordinary linguistic meaning unless the context expressly indicates otherwise. If any word or phrase not defined in these GTC or the Contract may have more than one meaning, it shall be understood as it is commonly used in the sector of the economy to which the Subject of Performance relates.

1.4. **Requests for approval.** In the event that any communication, consent, approval, confirmation or appointment of any person is provided for in the GTC and/or the Contract, such communication, consent, approval, confirmation or appointment shall be in writing; the words "communicate", "consent", "approve", "confirm", "appoint", etc. shall be construed in the same manner.

1.5. **Explanation of the term Contract.** Where the term "Contract" is used as defined in the GTC and/or the Contract Documentation, it shall mean the entire Contract Documentation unless the context expressly indicates otherwise.

1.6. **Purpose of headers and titles.** The headings and captions in the GTS and the Contract are for ease of reference only and will not be used for the purpose of interpreting the GTS and the Contract.

1.7. **Explanation of deadlines.** If a time limit or other time period in days or months is specified in the Contract or GTC, it means calendar days and calendar months. If the Contract or the GTC specifies a deadline or other time period in working days, this means all days except Saturdays, Sundays and holidays considered as non-working days under Czech law.

1.8. **Explanation of the phrase "The Supplier shall ensure".** The phrase "the Supplier shall ensure" shall be interpreted as meaning that the Supplier undertakes that the Supplier itself or another person shall perform what has been agreed and that the Supplier shall compensate the Customer for damages suffered by the Customer if performance does not take place.

1.9. **Written form.** Where the Contract or the GTC states that a particular act is to be done in writing, it is understood to be in writing, which it is deemed to be:

1.9.1. an act done in paper form and signed by hand; or

1.9.2. an act made by electronic or other technical means enabling the capture of its content and the identification of the person acting. However, unless it is expressly required by the Contract or the GTC that a certain document is to be signed or that a certain act is to be confirmed by a signature, an electronic act bearing a simple electronic signature is also considered to be an electronic written act.

1.10. **Signature requirements.** If the Contract or the GTC states that a certain document is to be signed or that a certain action is to be confirmed by signature, it means:

1.10.1. the handwritten signature of the person acting; or

1.10.2. a guaranteed electronic signature; or

1.10.3. qualified electronic signature.

The Customer is entitled to reserve the manner in which a certain document is to be signed.

2. Contract Documentation and its interpretation

2.1. **Contract Documentation.** The Contract Documentation jointly consists of:

- 2.1.1. the text of the Contract;
- 2.1.2. the Annexes to the Contract (including the Quality Documentation);
- 2.1.3. GTC;
- 2.1.4. the Annexes to the GTC; and
- 2.1.5. other documents referred to in points 2.1.1 to 2.1.4 of the GTC.

2.2. **Interpretation of Contract Documentation.** All documents constituting the Contract Documentations are complementary and explanatory and are to be interpreted as a whole. In the event of any ambiguity or conflict between the contents of the individual documents constituting the Contract Documentations, the documents constituting the Contract Documentations shall always prevail in the order in which they appear in paragraph 2.1 of the GTC. If there is no agreement between the Parties on the interpretation of the Contract Documentation or any part thereof, the interpretation shall be determined by the Customer.

2.3. **GTC as part of the Contract.** By entering into the Contract, the Supplier accepts the rights and obligations set out in these GTC.

2.4. **Terms and Conditions of other parties.** The Contract and other legal relationships to which these GTCs apply are not subject to any terms and conditions of the Supplier or third parties. Exceptions are only provided by specific provisions of the Supplier's or third parties' terms and conditions to which the Contract expressly refers.

2.5. **CISG and other direct standards.** The Contract and other legal relationships to which these GTCs apply are not subject to the United Nations Convention on Contracts for the International Sale of Goods (CISG) or any other direct rules of private international law. The only exceptions are those direct norms to which the Contract explicitly refers.

2.6. **Business practices.** Any business practices (whether general or followed in a particular sector of the economy) shall be disregarded in the interpretation of these GTC and/or the Contract. Only specific business practices to which the Contract expressly refers are exempted.

2.7. **Practices introduced by Parties.** Any custom or practice established by the Parties shall be disregarded in the interpretation of this GTC and/or the Contract. Only specific custom or practice of the Parties, to which the Contract expressly refers, provides for an exception.

3. Legislation and standards

3.1. **Relative Law.** These GTCs, the Contract and all legal relations arising from the GTC and/or the Contract shall be governed by the laws of the Czech Republic.

3.2. **Compliance.** The Supplier is obliged to perform the Subject of Performance in accordance with the requirements of the legal regulations governing the Contract. **The Subject of Performance must also meet all requirements of generally binding regulations of the Destination.** In the event of a conflict between the laws and regulations applicable to the Subject of Performance pursuant to this paragraph 3.2 of the GTC, the Subject of Performance shall comply with the terms of the more restrictive law.

3.3. **Permits, decisions, licensing.** The Supplier must obtain at its own expense all public permits, licenses, consents or any other decisions of public authorities or local government bodies that are necessary for the implementation and use of the Subject of Performance (except for those that the Contract expressly provides that the Customer shall provide). If a power of attorney from the Customer is required to obtain a decision pursuant to the preceding sentence, the Customer shall provide such power of attorney to the Supplier within a reasonable time after the Supplier has requested the Customer in writing to provide such power of attorney.

3.4. **Technical standards.** The Subject of Performance must comply with all relevant technical standards that are materially applicable to the Subject of Performance. The recommendation parts of the technical standards are also binding for the Supplier. If more than one technical standard governing the same Subject of Performance may be applied to the Subject of Performance, the Subject of Performance must comply with the terms of the technical standard that is more stringent. However, if the Contract requires compliance with specific technical standards, the Supplier may use a technical standard other than those specified in the Contract only if:

3.4.1. The Supplier shall provide the Customer with a comparison of the requirements of the technical standard specified in the Contract and the technical standard the Supplier intends to use; and

3.4.2. The Customer shall agree in writing to the use of such other technical standard.

The Supplier must always indicate in the accompanying documentation for the Subject of Performance all technical standards applied to the Subject of Performance.

3.5. **INCOTERMS application.** If the GTS or the Contract contains a reference to a specific INCOTERMS clause, the

provisions contained for that clause in the relevant version of INCOTERMS become part of the terms of the Contract. In the event of a conflict between the provisions of the Contract and the terms of the relevant INCOTERMS clause, the provisions of the Contract shall prevail.

3.6. **URDG application.** If the Bank Guarantee contains a reference to the URDG, the provisions contained in the URDG become part of the terms and conditions of the relevant Bank Guarantee. In the event of a conflict between the provisions of the Bank Guarantee and the terms of the URDG, the provisions set out in the Bank Guarantee shall prevail.

3.7. **Other standards and regulations.** The Supplier must also comply with all other standards and regulations (in particular the internal regulations of the Customer or the Investor) that are materially related to the Subject of Performance or to which the Contract refers.

3.8. **Regulation change.** The Supplier is obliged to regularly monitor and evaluate legislative changes. If during the term of the Contract there is any change in the generally binding legal regulations that affect the performance of the Subject of Performance and/or the scope of the Parties' rights and obligations under the Contract, the Supplier shall immediately notify the Customer in writing. In the event of such a change in generally binding legal regulations, either Party may initiate the change procedure pursuant to article 25 of the GTC, provided that the changes are not insignificant on the part of the Supplier.

4. **The process of concluding the Contract**

4.1. **Proposal.** Proposal is a document that meets the criteria under paragraph 4.2 of the GTC and which also implies the willingness of the offering Party to be bound by the Proposal in the event that the Proposal is accepted by the other Party. The Proposal is in particular:

- 4.1.1. a binding written order for the performance of the Subject of Performance made by the Customer; or
- 4.1.2. a written draft Contract for the implementation of the Subject of Performance.

In contrast, the Proposal is not considered to be, in particular:

- 4.1.3. non-binding inquiry of the Customer;
- 4.1.4. an invitation by the Customer to the Supplier to prepare a tender;
- 4.1.5. market research by the Customer or general enquiries by the Customer about particular Goods or Service; or
- 4.1.6. the Supplier's offer (including offers made by advertising, catalogue or display of the Goods).

4.2. **Suitability of the Proposal.** A Proposal is sufficiently definite if it implies at least:

- 4.2.1. who does it and against whom;
- 4.2.2. what the Subject of Performance is or how it is determined; and
- 4.2.3. the Price (including currency) or the method of determining the Price; and
- 4.2.4. the date of performance of the Subject of Performance or the method of determining the date of performance of the Subject of Performance; and
- 4.2.5. the signature of the person authorised to act for the relevant Party in the matter.

4.3. **Effectiveness of the Proposal.** The Proposal shall be effective from the time of its delivery to the other Party in the manner set out in paragraph 35.3 of the GTC.

4.4. **Counterproposal.** The Proposal cannot be accepted with any reservation, addition or modification. If a Party sends to the other Party a response to the Proposal that contains any deviation, amendment, reservation, change or disagreement with the Proposal, it shall be a counterproposal to conclude the Contract for the Subject of Performance.

4.5. **Procedure for the submission of a counterproposal.** The same rules shall apply to the effectiveness, certainty, cancellation, and acceptance of a counterproposal as to the effectiveness, certainty, cancellation, and acceptance of a Proposal referred to in this article⁴ of the GTC.

4.6. **Deadline for acceptance of the Proposal.** The Proposal may be accepted no later than the last day of the acceptance period specified in the Proposal; a later acceptance of the Proposal shall have legal effect only if the other Party agrees. If the Proposal does not specify a time limit for its acceptance, the Proposal shall be deemed to be accepted within a time limit appropriate to the type of Subject of Performance to which the Proposal relates, but not longer than 10 days.

4.7. **Cancellation or withdrawal of the Proposal.** A Proposal may be withdrawn by the Party making it before the Proposal is effective pursuant to paragraph 4.3 of the GTC. The Customer may also cancel its Proposal after it has been delivered to the Supplier, except where the Proposal made by the Customer expressly provides that it is irrevocable or irrevocable.

4.8. **Acceptance.** A Proposal shall be accepted if the Party to whom it is addressed agrees to it in writing. Acceptance of the Proposal must include the signature of the person authorised to act for the relevant Party in the matter. In the case of the Supplier,

acceptance of the Proposal shall also be deemed to be the Supplier's compliance with the Customer's Proposal.

4.9. **Effectiveness of the Acceptance.** Acceptance of the Proposal shall be effective upon delivery to the other Party in the manner set forth in paragraph 35.3 of the GTC. If the Customer's Proposal is accepted so that the Supplier acts in accordance with the Customer's Proposal, then the acceptance of the Proposal shall be effective from the time the Supplier commences acting in accordance with the Customer's Proposal. Upon the effective date of acceptance of the Proposal, a Contract is concluded between the Customer and the Supplier.

4.10. **Previous arrangements.** Any representations or understandings made prior to the execution of the Contract that were not expressly included in the Contract shall not be binding on the Parties and shall be disregarded. The contractual documentation supersedes any prior written or oral statements or understandings relating to the contractual relationship. The Contract thus constitutes the entire agreement of the Parties with respect to the Subject of Performance in respect of which it was entered into.

4.11. **Dependent Contracts.** If more than one Contract is concluded between the Parties in one negotiation, each Contract shall be considered separately and the formation or termination of one of the Contracts shall not affect the formation or termination of the other Contracts.

4.12. **Change of Contract.** The Contract can only be amended by:

4.12.1. by written, ascending numbered amendments, which shall be dated and duly signed by authorised representatives of both Parties. The rules of this article 4 of the GTC on the conclusion of Contracts shall apply mutatis mutandis to the conclusion of an amendment to the Contract; or

4.12.2. by order of the Customer to make a change under the conditions set out in paragraph 25.1 of the GTC; or

4.12.3. with an agreed proposal for change under the conditions set out in paragraph 25.5.1 of the GTC.

5. Purpose

5.1. **Purpose of the Subject of Performance.** The Subject of Performance must correspond to the purpose for which it is intended and for which it is to be used. The Subject of Performance must also correspond to all (especially geographical and climatic) conditions of the Destination. In particular, the purpose of the Subject of Performance is to properly and timely turnkey perform the Subject of Performance so that it is (i) fully compliant with the Contract, (ii) fully functional, (iii) operable without any legal or

material limitations, and (iv) in compliance with generally applicable laws, technical standards and good engineering practice.

5.2. **Compliance with the Project.** If the Subject of Performance is to be part of the Project and/or is to be used for the Project, then the following rules shall also apply:

5.2.1. Further, the purpose of the Subject of Performance is that it is (i) fully compatible with the Project (and (iii) the Customer can use the Subject of Performance without any restrictions for the performance of the Main Contract.

5.2.2.

6. Subject of Performance

6.1. **Definition of obligation of the Supplier.** By concluding the Contract, the Supplier undertakes, in its own name and on its own responsibility, to deliver the Subject of Performance properly and in a timely manner in accordance with (i) the Contract, (ii) the purpose specified in article 5 of the GTC, and (iii) the standards and regulations specified in article 3 of the GTC. The Supplier is also obliged to ensure that:

6.1.1. all rights of the Customer in the Subject of Performance (including all intellectual property rights); and

6.1.2. all rights to the Documentation or other documents for the proper and continuous use of the Subject of Performance in accordance with the Contract;

be transferable without any restriction to the Investor and/or to any other person who and that the use of the said rights by the said persons shall be possible without any further conditions.

6.2. **Subject of Performance.** The Subject of Performance is the sum of:

6.2.1. all works, Services and deliveries of Goods as defined in the Contract Documentation (in particular the Annexes to the Contract); and

6.2.2. all other works, Services and supplies of Goods as defined in paragraph 6.4 of the GTC; and

6.2.3. all other performance and obligations arising directly or indirectly from the Contract Documentations, as well as regulations and standards pursuant to article 3 of the GTC.

6.3. **Specification of the Subject of Performance.** The Subject of Performance includes in particular:

6.3.1. delivery of the Goods to the extent and under the terms and conditions set out in the Contract Documentation;

6.3.2. to perform the Services to the extent and under the terms and conditions set out in the Contract Documentation;

6.3.3. technical assistance or supervision to the extent and under the conditions specified in the Contract Documentation;

6.3.4. to execute the Documentation to the extent and under the conditions specified in the Contract Documentation;

6.3.5. to carry out the training to the extent and under the conditions specified in the Contract Documentation;

6.3.6. performing inspections, tests and other procedures specified in the Quality Documentation.

6.4. **Other parts of the Subject of Performance.** The Subject Performance shall further include the performance of any additional works and/or the supply of Goods and/or the provision of Services, the performance of which is necessary in view of:

6.4.1. the completeness, proper functioning, completion and operation of the Subject of Performance; and

6.4.2. fulfilment of the purpose according to paragraph 5.1 of the GTC;

whether or not they are expressly mentioned in the Contract and its Annexes. All such works, Services and deliveries of Goods are part of the scope of the Supplier's obligations under the Contract, are included in the agreed Price and the Supplier is obliged to perform them at its own cost and risk.

6.5. **Compatibility of the Subject of Performance.** The item must be fully functional and compatible with other equipment supplied under the Project. Therefore, the Subject of Performance also includes the performance of any work and/or supply of Goods and/or provision of Services, the performance of which is necessary to ensure the functionality and compatibility of the Subject of Performance according to the previous sentence.

7. Deadlines

7.1. **Deadlines for implementation of the Subject of Performance.** The Supplier is obliged to implement the Subject of Performance within the terms of the Contract.

7.2. **Schedule and individual deadlines.** The Supplier is also obliged to meet all partial deadlines for the implementation of the Subject of Performance specified in the Contract Documentation. If the Contract Documentation includes a schedule for the implementation of the Subject of Performance, the Supplier is obliged to proceed in accordance with such schedule.

7.3. **Determining priorities of individual milestones.** The Customer is entitled to set priorities for the implementation of individual parts of the Subject of Performance. The Supplier is obliged to adjust the schedule for the implementation of the Subject of Performance accordingly.

7.4. **Notice of delay.** The Supplier is obliged to notify the Customer in writing without any delay of the risk of delay in any performance deadline set out in the Contract Documentation, including information on the reasons for such delay or impending delay.

7.5. **Acceleration.** The Supplier is obliged to prevent the imminent delay or to eliminate the occurring delay by all available means and increased efforts (e.g. by deploying a larger number of workers, working more shifts) in order to ensure that the deadlines under the Contract are met. Unless otherwise expressly provided in the Contract, the Supplier shall be obliged to perform such acceleration without any claim for a change in the Price or payment of additional costs. In the event that the Supplier fails to comply with its above obligation, the Customer is entitled to ensure the elimination of the delay itself or with the help of third parties at the risk and expense of the Supplier, of which it is obliged to inform the Supplier in writing.

7.6. **Postponement of deadlines by Customer's decision.** The Customer shall be entitled to postpone the dates of performance specified in the Contract Documentation at any time before the relevant date. The Supplier is obliged to proceed in accordance with this postponement of deadlines, while the original interim deadlines for the implementation of the Subject of Performance remain unchanged and the new deadlines set by the Customer become the new contractual deadlines.

7.7. **Customer's delay.** In the event that:

7.7.1. The Supplier cannot proceed with the implementation of the Subject of Performance at all due to delays wholly attributable to the Customer; and

7.7.2. The Supplier shall comply with the conditions under paragraphs 32.3 and 32.4 of the GTC for making its claim; then the Supplier may request an extension of the deadlines for the execution of the Subject of Performance for a reasonable period of time (however, no more than the period of delay of the Customer). If a delay attributable entirely to the Customer prevents the performance of only part of the Subject of Performance, the rules in the preceding sentence shall apply mutatis mutandis to the postponement of the deadline relating to the part of the Subject of Performance concerned; the other deadlines shall remain unaffected.

8. Place and manner of performance of the Contract

8.1. **Place of performance.** The Supplier shall perform the Subject of Performance in its own premises and at other locations specified in the Contract.

8.2. **Work site, assembly site.** In the event that the Supplier takes over from the Customer a certain defined area within the scope of the performance of the Subject of Performance on which the Subject of Performance or part thereof is to be performed, such takeover and return must be confirmed by a written protocol signed by both Parties. The Supplier shall be obliged to maintain such

premises and to ensure their protection, lighting, fencing and security to the extent of the Contract; unless the Contract provides for more specific conditions, then to the extent necessary for the implementation of the Subject of Performance. Before returning such space, the Supplier must completely vacate it.

8.3. *Method of performing the Subject of Performance.*

The Supplier shall proceed in the implementation of the Subject of Performance independently and with the necessary professional care. The Supplier shall also act in such a way as not to jeopardize the safety and reliability of operation of any of the Customer's and/or Investor's equipment. The Supplier shall further proceed in the implementation of the Subject of Performance according to the Quality Documentation.

8.4. *Inspections and tests during the implementation of the Subject of Performance.* The Supplier is obliged to control and record the progress of all aspects of the implementation of the Subject of Performance during the implementation of the Subject of Performance. The Supplier is further obliged to:

8.4.1. to ensure that all checks, inspections and tests are carried out in accordance with the Quality Documentation during the course of the performance of the subject of the Performance;

8.4.2. ensure all checks, inspections and tests are carried out in accordance with the standards and regulations in article 3 of the GTC; and

8.4.3. to invite the Customer to participate in the individual checks, inspections and tests according to paragraphs 8.4.1 and 8.4.2 of the GTC within the time limits set by the Contract. If no such time limit is specified in the Contract, the Supplier must invite the GTC to participate in the individual checks, inspections and tests according to paragraphs 8.4.1 and 8.4.2 no later than 5 working days before the planned date of their performance.

8.5. *Customer required inspections.* The Customer is entitled to carry out inspections and checks on the Supplier and Subcontractors and/or to request additional tests at any time during the execution of the Contract, either by itself or by a third party. For this purpose, the Supplier is obliged to ensure that the Customer can also enter the premises of the Supplier's Subcontractors within the framework of checks and inspections. The Supplier is entitled (in accordance with the procedure according to article 32 of the GTC) to require the Customer to pay the costs of these additional checks, inspections and tests if the result of the additional check, inspection and test is to demonstrate compliance of the Subject of Performance with the tested or tested requirement for the Subject of Performance.

8.6. *Customer's instructions and documents from the Customer.* The Supplier is obliged to respect and follow the orders,

instructions or documents of the Customer. However, the Supplier is also obliged to review, using the necessary professional care:

8.6.1. all orders and instructions of the Customer; and

8.6.2. all documents received from the Customer;

and warn the Customer in writing of their possible inappropriateness, incorrectness or mutual inconsistency. If the Supplier does not warn the Customer of the inappropriateness of the orders, instructions or documents in writing without undue delay, the Supplier shall be liable for any defects and damage caused by the Supplier proceeding with the performance of the Subject of Performance in accordance with such orders, instructions or documents. If the Customer insists on orders, instructions or documents that the Supplier has identified as inappropriate, incorrect or mutually contradictory, this does not entitle the Supplier to terminate the Contract early or suspend the performance of the Subject of Performance in any way under any circumstances.

9. Transport and delivery terms

9.1. ***Delivery terms.*** Deliveries of Goods, as well as any other materials or documents in the course of the performance of the Subject of Performance, shall be made in accordance with the INCOTERMS clause set out in the Contract.

9.2. *Packing and securing the Goods during transport.*

The Supplier is obliged to pack the Goods at its own expense and suitably secure them so that they cannot be damaged, degraded or stolen during the entire transport (including loading and unloading) to the final point of delivery; this obligation of the Supplier to properly pack the Goods for transport applies regardless of the INCOTERMS clause chosen. The Supplier is obliged to use such packaging for the packaging of the Goods that allows the Goods to be stored safely without loss of quality for the time necessary according to the Customer's requirements. The packaging of the Goods and the delivery note shall prominently display (i) the Supplier's designation, (ii) the Customer's designation, (iii) the Contract number and (iv) the actual quantity, extent or volume of the Goods.

9.3. ***Shipment documents.*** Unless otherwise expressly stated in the Contract, the Supplier is obliged to provide the Customer with at least the following documents relating to the carriage of the Goods in connection with each shipment of the Goods:

9.3.1. dispatch schedules and pre-packing lists at least 60 days before shipment;

9.3.2. shipping schedules and preliminary packing lists at least 30 days prior to the start of transport

9.3.3. the delivery note and any customs documentation on the day of delivery of the Goods.

9.4. **Shipment date notification.** The Supplier is obliged to notify the Customer in advance in writing of the expected date of commencement of shipment. The notification must include a description of the Goods, specifying the place of delivery, identification of the means of transport providing the transport, the estimated time of arrival at the place, the dimensions of the Goods (including the designation of oversized cargo) and the weight of the Goods. The Supplier is obliged to deliver the notification to the Customer no later than:

9.4.1. 15 days before the scheduled delivery date to the place of delivery in the case of ordinary Goods; and

9.4.2. 60 days before the scheduled delivery date to the place of delivery in the case of oversized Goods.

9.5. **Inspection of delivered Goods before commencement of shipment.** The Supplier shall not be entitled to commence carriage of the Goods until all of the following conditions have been met:

9.5.1. all relevant inspections and tests according to the Quality Documentation have been successfully carried out and the relevant reports and certificates proving the successful completion of these inspections and tests have been submitted;

9.5.2. all Documentation required by the Contract Documents to be approved prior to the commencement date of the transport in question is submitted and approved;

9.5.3. The Supplier has delivered to the Customer all reports, certificates, safety data sheets and other similar documents relating to the quality of the Goods which are required under the Contract Documents and the standards and regulations pursuant to article 3 of the GTC;

9.5.4. The Customer has given the Supplier confirmation that the shipment can commence.

9.6. **Storage before shipment.** If the Goods are ready under the Contract for shipment, but the Customer does not yet wish to commence shipment, the Supplier shall be obliged to store the Goods for up to 60 days without additional remuneration or reimbursement of costs.

10. Customer assistance

10.1. **Scope of assistance.** The Customer is obliged to provide assistance to the Supplier only to the extent and under the conditions expressly set out in the Contract. Everything else that is necessary for the performance of the Subject of Performance is part of the Supplier's obligation in accordance with paragraph 6.4 of the GTC.

10.2. **Assignment of duties at the Work Site.** If the Annex to the Contract is a document regulating the division of duties of the Parties on the Work Site, then the scope of the Customer's cooperation includes those activities and duties for which such document states that the Customer is responsible or that the Customer is responsible for them.

11. Prices, taxes and fees

11.1. **Price.** The Customer is obliged to pay the Supplier for the proper and complete performance of the Subject of Performance the Price, the amount of which is specified in the Contract. The price is agreed as a fixed price. By entering into the Contract, the Supplier assumes the risk of any change in circumstances and therefore changes in circumstances or any difficulty in the performance of the Subject of Performance will not affect the Price. Unless otherwise stipulated in the Contract, the Price includes, in addition to the intrinsic value of the Subject of Performance, all costs associated with the implementation of the Subject of Performance. In the event that transportation of the Goods is arranged by the Supplier, the Price includes in particular transport insurance, payment of any taxes, import licenses or other fees required or related to the import of the Goods into the country where the delivery of the Goods is to take place by the Supplier. No additional charges, costs or expenses of any kind, unless expressly stated in the Contract in addition to the Price, will be accepted by the Customer and the Customer shall not be obliged to pay them to the Supplier.

11.2. **Price structure.** A detailed breakdown of the Price is set out in the Contract Documentation. Prices for those items not directly listed in these price specifications but forming part of the Subject of Performance shall be deemed to be included in the items listed in the price specifications.

11.3. **Hourly rates.** If part of the Price is determined by hourly rates, then this hourly rate shall include all related costs for the performance of that part of the Subject of Performance (e.g. costs for relevant authorisations of personnel, use of equipment and tools, accommodation costs, transport costs, etc.); this shall not apply if the price specification or price list included in the Contract Documentations does not explicitly mention these costs as separate items. The hourly rate agreed in the Contract for the work of a particular occupation shall apply to the application of the 10-hour working time of the relevant worker in a calendar day, where this is permitted by law. Overtime and work on rest days and public holidays is governed by the relevant legislation.

11.4. **Price changes.** Unless the Contract expressly provides for a different procedure for changing the Price, the Price may be changed only by concluding an amendment to the Contract.

11.5. **Import and customs procedures.** The Supplier is obliged to carry out all import/export customs procedures related to the performance of the Subject of Performance. Unless otherwise expressly provided for in the Contract, all duties shall be borne by the Supplier and included in the Price.

11.6. **Value added tax.** If the Supplier is registered for value added tax, the relevant value added tax will also be added to the Price. Value added tax will be paid in accordance with generally binding legislation.

11.7. **VAT registration.** If the Supplier is registered for value added tax, it is obliged to provide the Customer with a certified copy of its registration for value added tax in the country where it performs the taxable supply no later than 30 days before issuing the first tax document for payment of the Price or part of the Price. If the Supplier becomes a payer of value added tax or ceases to be a payer of value added tax during the performance of the Contract, it is obliged to notify the Customer of this fact in writing within 2 working days. If the Supplier changes the country of taxable supply during the performance of the Contract, it is obliged to notify the Customer in writing within 2 working days of the change. The Supplier shall also be obliged to examine with due diligence whether it is obliged to establish a permanent establishment for value added tax purposes and/or to fulfil other reporting and registration obligations at the place of performance of the Subject of Performance; in the event that the Supplier discovers that such an obligation has arisen, it shall be obliged to establish the relevant permanent establishment, carry out registration, etc. without undue delay and inform the Customer of these facts within 2 working days.

11.8. **Tax withholding.** If any tax relating to the Subject of Performance is subject to withholding or is a tax on which advances are to be withheld, the Customer shall be entitled to withhold or advance such taxes in accordance with applicable law. The Customer is obliged to pay the amounts so withheld and retained to the relevant tax office and to deliver to the Supplier a receipt of payment. The amounts so withheld shall be deemed to be part of the payment of the Price but shall not constitute any acknowledgement or confirmation of the Supplier's entitlement to payment of any other part of the Price.

11.9. **Tax domicile.** The Supplier is obliged to submit proof of its tax domicile immediately, but no later than 15 days after the conclusion of the Contract. In the event that the tax domicile of the Supplier is changed during the course of the performance of the Subject of Performance, the Supplier shall inform the Customer of

this change immediately, but no later than 15 days from the moment when this change occurred.

12. Payment terms

12.1. **Right to invoice by the Supplier.** The Supplier is entitled to issue an invoice for the Price only after the Customer has signed a protocol, delivery note or other similar document confirming the performance of the entire Subject of Performance. If multiple partial payments or multiple partial payment milestones are agreed in the Contract, the Supplier shall be entitled to issue an invoice for the relevant payment only after the Customer has signed a protocol, delivery note or other similar document confirming the performance of that part of the Subject of Performance which relates to the payment or payment milestone.

12.2. **Invoice deadline.** The Supplier is obliged to issue an invoice within 15 days:

12.2.1. from the date of the taxable supply, if the Supplier is a VAT payer; or

12.2.2. from the date on which the Customer signs the relevant document in accordance with paragraph 12.1 of the GTC.

12.3. **Requirements for Supplier's invoice.** The invoice must be issued in accordance with the relevant legislation. In particular, the invoice must contain the following information:

12.3.1. the name, registered office or place of business of the Supplier;

12.3.2. information on the Supplier's registration in the Commercial Register or other public register;

12.3.3. the name and registered office of the Customer, the name of the Customer's relevant representative;

12.3.4. identification numbers (Company ID numbers) of the Supplier and the Customer,

12.3.5. the tax identification numbers of the Supplier and the Customer,

12.3.6. the serial number of the invoice;

12.3.7. the scope and subject of the taxable supply,

12.3.8. the date of issue of the document,

12.3.9. the date of the taxable supply,

12.3.10. the invoiced amount excluding VAT,

12.3.11. the rate and amount of VAT,

12.3.12. the invoiced amount including VAT,

12.3.13. the amount of the advances to be charged in the invoice,

12.3.14. the total amount to be paid (the result of the following calculation):

+ "total invoiced amount including VAT "

- "the total amount of advances to be cleared in the invoice "

= "total payable"

12.3.15. information on whether the taxable supply is subject to a reverse charge;

12.3.16. the Customer's Contract number, the name of the Subject of Performance or the Project within which the Subject of Performance is implemented,

12.3.17. the name, code and SWIFT of the Supplier's financial institution;

12.3.18. the account number, including IBAN, to which the payment is to be made;

12.3.19. the due date of the invoice.

12.4. **Invoice attachments.** The invoice must always be accompanied by a copy of the relevant document in accordance with paragraph 12.1 of the GTC. The invoice may also be accompanied by other documents specified in the Contract.

12.5. **Invoicing address.** The Supplier is obliged to send the invoice:

12.5.1. electronically via e-mail to the Customer's e-mail address: fakturace@doosan.com; or

12.5.2. in paper form to the Customer's registered office address.

12.6. **Currency.** All payments related to the Contract shall be made in the currency in which the Price is agreed in the Contract.

12.7. **Payment due date of Supplier's invoices.** The Customer shall not be obliged to provide any monetary settlement under the Contract until it has received an invoice from the Supplier in respect of such monetary settlement. Unless otherwise agreed in the Contract, the due date for all payments by the Customer to the Supplier relating to or in connection with the Contract shall be 60 days from the date of delivery of a proper and complete invoice to the Customer.

12.8. **Advance payments.** If advance payments are agreed in the Contract, it is a condition precedent to payment of any advance payment:

12.8.1. Issuance of an advance invoice; and

12.8.2. issuance of the Bank Guarantee for the advance payment according to paragraph 13.2 of the GTC and its delivery to the Customer.

The provisions of this article 12 of the GTC relating to invoices shall apply mutatis mutandis to the content, delivery, and due date of advance invoices.

12.9. **Invoice returns and corrections.** The Customer is entitled at any time within the invoice due date to return to the Supplier without payment any invoice that does not meet the requirements specified in this article 12 of the GTC, is not in accordance with the Contract, and/or exhibits other defects. If the invoice is returned to the Supplier in accordance with this paragraph 12.9 of the GTC, the Supplier is obliged to correct, amend or issue a new invoice. By returning the invoice, the invoice due date ceases to run and therefore the Customer will not be in default of payment of the relevant invoice by returning the invoice. The new due date shall commence from the date on which the Customer receives a completed, corrected or newly issued invoice that meets the terms of the GTC and the Contract. **The procedure set out in this paragraph 12.9 of the GTC shall also apply to newly issued or corrected invoices.**

12.10. **Bank charges.** All bank charges incurred by the Customer in connection with the Customer's payments to the Supplier shall be borne by the Customer. All other bank charges shall be borne by the Supplier and are included in the Price.

12.11. **Bank account published for VAT purposes.** If the Supplier is a VAT payer, the Supplier is obliged to indicate on the invoices only the number of the bank account which is duly published in a manner allowing remote access for VAT purposes.

12.12. **Change of account.** The Supplier is entitled to change its bank account for the purpose of payment of the price under the Contract with the prior written consent of the Customer.

12.13. **Unreliable VAT payer.** The Supplier:

12.13.1. by entering into the Contract, expressly confirms that it is not an unreliable VAT payer; and

12.13.2. must do everything that can reasonably be required of him to prevent him from becoming an unreliable VAT payer; and

12.13.3. shall ensure that at least one bank account of the Supplier is an account that is duly published in a manner that allows remote access for VAT purposes throughout the duration of the Contract; and

12.13.4. is obliged to prevent the Customer from becoming or becoming liable for the Supplier's tax liability arising from VAT

charged to the Customer in connection with payment of the Price under the Contract.

12.14. **VAT deduction.** The Customer is entitled to withhold the VAT amount from the invoice issued by the Supplier and to pay the relevant payment to the Supplier without the VAT amount so withheld in the following cases:

12.14.1. The Supplier becomes an unreliable VAT payer at any time during the performance of the Contract; or

12.14.2. The Supplier requires the Customer to make any payment to an account other than that published in accordance with the VAT Act.

The amount of VAT withheld under this paragraph 12.14 of the GTC shall be entitled to the following at the Customer's discretion:

12.14.3. pay for the Supplier directly into the relevant account of the tax administrator, or

12.14.4. reimburse the Supplier if the Supplier clearly proves to the Customer that the obligation to pay the relevant amount of VAT has been duly and timely fulfilled by the Supplier.

By proceeding in accordance with this paragraph 12.14 of the GTC, the Customer shall not be in default of payment of the relevant part of the Price.

12.15. **Moment of payment of the Price.** The moment of payment of the Price or part thereof is the debiting of the relevant payment from the Customer's account to the Supplier's account.

12.16. **Suspension of payments.** The Customer shall be entitled to refuse or suspend payment of any part of the Price if the Supplier fails to perform or otherwise breaches the provisions of the Contract; the due date for such payments shall be suspended until such failure or breach of the Contract is remedied by the Supplier.

12.17. **Retaining.** The Customer is entitled to retain a reasonable portion of the Price as security:

12.17.1. its rights and claims related to defects of the Subject of Performance and the quality guarantee. The Customer is entitled to retain such retained portion of the Price until 1 month after the end of the Warranty Period; and/or

12.17.2. its claims for compensation in the event of a risk of damage on the part of the Customer or the Investor. The Customer shall be entitled to retain such retained portion of the Price until Final Acceptance; and/or

12.17.3. its claims for payment of contractual penalties under the Contract and the GTC. The Customer shall be entitled to retain the portion of the Price so withheld until Final Acceptance.

13. **Bank Guarantees**

13.1. **General Requirements for Bank Guarantees.** All Bank Guarantees issued under the Contract or in connection with the Subject of Performance shall be:

13.1.1. issued by a bank approved by the Customer;

13.1.2. irrevocable, unconditional, non-transferable, payable on first demand without further review or objection;

13.1.3. issued in accordance with the model wording if the Contract Documentation contain a model Bank Guarantee.

13.2. **Bank guarantee for advance payment.** If the Customer provides the Supplier with an advance payment, the Supplier is obliged to provide the Customer with a Bank Guarantee for the advance payment. The Supplier is obliged to provide a Bank Guarantee for the advance payment before the Customer receives the relevant invoice for the advance payment. The value of the Bank Guarantee for the advance payment must correspond to the amount of the advance and the currency in which the advance is paid. The bank guarantee for the advance payment must remain valid until at least 30 days after the date on which the advance is fully cleared.

13.3. **Bank Guarantee for proper performance.** If the Contract requires the issuance of a Bank Guarantee for the proper performance of the Subject of Performance, the following rules shall apply:

13.3.1. The Supplier is obliged to provide the Customer with a Bank Guarantee for the proper performance of the Subject of Performance in the amount of 10% of the Price in the currency of the Price within 7 days of the conclusion of the Contract.

13.3.2. The Bank Guarantee for the proper performance of the Subject of Performance shall remain in force until at least 60 days after the Preliminary Acceptance.

13.3.3. The submission and validity of the Bank Guarantee for the proper performance of the Subject of Performance is a condition precedent to the payment of any part of the Price.

13.4. **Bank Guarantee for the guarantee period.** If the Contract requires the issuance of a Bank Guarantee for the guarantee period, the following rules shall apply:

13.4.1. The Supplier is obliged to provide the Customer with a Bank Guarantee for the performance of obligations during the guarantee period in the amount of 10% of the Price in the currency of the Price no later than 30 days before the expiry of the Bank Guarantee for the proper performance of the Subject of Performance.

13.4.2. The Bank Guarantee for the performance of obligations during the guarantee period must remain in force until at least 60 days after Final Acceptance.

13.4.3. Submission of a Bank Guarantee for performance of obligations during the Guarantee Period is a condition precedent to payment of the relevant part of the Price not yet paid at that time and to the release of any retention.

13.5. **Requirements for the issuing bank.** The Bank Guarantee must be issued by a first-class bank that has its registered office or is represented in the Czech Republic and holds a banking licence issued by the Czech National Bank. A prime bank is a bank that has a long-term rating better than or equal to A1 from Moody's or better than or equal to BBB- from Standard & Poors or better than or equal to BBB from Fitch IBCA. A Bank Guarantee issued by another bank is acceptable to the Customer only if the Bank Guarantee is guaranteed by a bank that meets the above requirements. No later than 10 days before the date of issue of the relevant Bank Guarantee, the Supplier shall notify the Customer in writing of the name of the bank that will issue the Bank Guarantee and request the Customer's approval; the Customer shall be obliged to comment on this request within a reasonable period of time.

13.6. **Extension of Bank Guarantee.** In the event that the validity of the issued Bank Guarantee expires earlier than the specified date until which it is to remain in force under the Contract, the Supplier is obliged to submit to the Customer a new or extended Bank Guarantee that meets the requirements of the Contract no later than 14 days before the expiry of the existing Bank Guarantee. If the Supplier does not hand over the extended Bank Guarantee to the Customer within the specified period, the Customer shall have the right to draw on the existing Bank Guarantee up to its full amount. The costs associated with the extension of the Bank Guarantee shall be borne by the Supplier.

13.7. **Change of Bank Guarantee.** If the Price is increased (e.g. by concluding an addendum to the Contract), the Supplier is obliged to immediately, but no later than within 14 days, increase the individual Bank Guarantees so that their value is in accordance with the terms of the Contract.

13.8. **Claims entitling to draw on Bank Guarantees.** The Customer shall be entitled to assert any claims against the Bank Guarantee arising out of or in connection with the Contract (in particular claims for contractual penalties, damages, interest for delay).

14. Documentation for the Subject of Performance

14.1. **Preparation of Documentation.** Unless otherwise agreed in the Contract, the Supplier is obliged to prepare and deliver to the Customer the Documentation to the extent necessary for:

14.1.1. implementation, operation and maintenance of the Subject of Performance;

14.1.2. compliance with the requirements of all relevant rules and standards under article 3 of the GTC; and

14.1.3. fulfilment of the purpose under paragraph 5.1 of the GTC.

The Documentation shall also comply with all requirements under the Contract Documents and shall be prepared with professional care and good engineering practice.

14.2. **General requirements for submission of Documentation.** The Documentation shall be submitted to the Customer for approval in such quality and at such times as to meet the partial performance deadlines specified in the Contract and not to jeopardize:

14.2.1. the date of implementation of the Subject of Performance;

14.2.2. the date of implementation of the Project; and

14.2.3. the purpose of the Contract.

14.3. **Documentation approval.** The Customer shall not be obliged to approve and accept the Documentation unless it is completely free from any defects or omissions. If payment of the Price or a part of the Price is linked to the delivery of certain Documentation, the Customer's approval of the relevant Documentation is a condition precedent to the payment. The detailed specification of the procedure for review and approval of the Documentation shall be defined in the Contract and its Annexes. If the Contract does not specify a procedure for approval of the Documentation, then the following rules shall apply:

14.3.1. The Customer shall have 30 days to assess the submitted Documentation from the date on which the Documentation is delivered by the Supplier.

14.3.2. The Customer shall, within the time limit according to paragraph 14.3.1 of the GTC, express whether it approves the Documentation or returns the Documentation for revision with comments.

14.3.3. In the event that the Customer returns the Documentation for reworking with comments, the Supplier is obliged to remove all defects and incompleteness of the Documentation pointed out by the Customer. The Supplier is obliged to submit such corrected Documentation to the Customer within 10 days from the date on which the Customer returned the Documentation for revision with comments.

14.3.4. The procedure according to paragraphs 14.3.1 to paragraphs 14.3.3 of the GTC shall again apply to the assessment of the corrected Documentation.

14.3.5. **Electronic transmission of the Documentation.** The Supplier shall be obliged to deliver the Documentation via the Customer Webstorage electronic system, to which the Customer shall provide access data, unless otherwise agreed in the Contract or the Customer makes such an election in writing in sufficient time prior to delivery of the Documentation,

15. Information on the implementation of the Subject of Performance

15.1. **Monthly reports.** In the course of the implementation of the Subject of Performance, the Supplier is obliged to submit monthly reports to the Customer on the progress of the implementation of the Subject of Performance. In the monthly report, the Supplier shall summarise the progress and scope of the work carried out in the previous month, focusing in particular on the fulfilment of the schedule and the planning of work for the following period. Details of the content and structure of the monthly reports shall be set out in the Contract Documentation; in the absence of more detailed provisions in the Contract Documentation, the content and scope of the monthly reports shall be determined by agreement of the Parties.

15.2. **Daily and weekly reports.** If the Supplier carries out any activities at the Destination, the Supplier is obliged to provide the Customer with daily reports on the progress of the performance of the Subject of Performance at the Destination. The daily report shall include in particular (i) all important circumstances related to the performance of the Subject of Performance at the Destination and (ii) information on all facts and events that may have a material effect on the further course of performance of the Subject of Performance or on the rights and obligations of the Parties. At the same time, the Supplier is obliged to provide the Customer with weekly summary reports on the progress of the Subject of Performance at the Place of Performance. Details of the content and structure of the daily and weekly reports shall be set out in the Contract Documentation; in the absence of more detailed provisions in the Contract Documentation, the content and scope of the daily and weekly reports shall be determined by agreement of the Parties.

16. Preliminary acceptance (PAC)

16.1. **Preliminary acceptance.** The Subject of Performance shall be deemed provisionally accepted on the date on which the Preliminary Acceptance Report is signed by both Parties under the conditions set out in paragraph 16.2 of the GTC.

16.2. **Terms of Preliminary Acceptance.** The Preliminary Acceptance Report may not be signed until all of the following conditions have been met:

16.2.1. The Subject of Performance is completed and fully functional;

16.2.2. The Subject of Performance conforms to all terms and conditions of the Contract, including the purpose under paragraph 5.1 of the GTC;

16.2.3. The Subject of Performance meets all guaranteed parameters, if the Contract requires meeting the guaranteed parameters;

16.2.4. The Supplier has submitted all Documentation to the Customer and all Documentation has been approved by the Customer;

16.2.5. there has been a provisional acceptance of the Customer's performance under the Main Contract by the Investor, if the Subject of Performance is part of the Project and/or has been used for the Project; and

16.2.6. all of the Supplier's obligations under the Contract are fulfilled except for warranty obligations.

16.3. **Minor defects and imperfections.** The Customer shall be entitled, but not obliged, to perform Preliminary Acceptance even if the Subject of Performance shows minor defects and imperfections that do not prevent its use, either alone or in their totality, especially in terms of safety, operation, performance and other parameters. Such minor defects and imperfections shall be specified in the Preliminary Acceptance Report, including the method and time limit for their removal. In this case, the Customer is entitled to withhold part of the Price according to paragraph 12.17 of the GTC.

17. Final acceptance (FAC)

17.1. **Final acceptance.** The Subject of Performance shall be deemed to be fully completed on the date on which the Final Acceptance Report is signed by both Parties in accordance with the terms of paragraph 17.2 of the GTC.

17.2. **Terms of Final Acceptance.** The Final Acceptance Report may be signed only after all the following conditions have been met:

17.2.1. The warranty period for the entire Subject of Performance has expired (including any extension thereof under the terms of the Contract);

17.2.2. all defects and deficiencies of the Subject of Performance have been properly remedied;

17.2.3. all claims of the Customer against the Supplier have been paid.

18. Risk of damage to the Subject of Performance and maintenance of the Subject of Performance

18.1. **Transfer of risk.** The risk of damage to the Subject of Performance and the obligation to ensure its protection, as well as the risk of loss or any damage to the Subject of Performance, passes from the Supplier to the Customer:

18.1.1. at the time of delivery according to the relevant INCOTERMS delivery parity, if in this case the Subject of Performance is only the delivery of Goods; or

18.1.2. at the moment of Preliminary Acceptance, if the Subject of Performance is the delivery of Goods and provision of Services.

18.2. **Mandatory compensation.** If damage, loss or other injury to the Subject of Performance occurs before the moment of the transfer of risk, the Supplier shall be obliged to repair the damage, loss or other injury at its own expense and to restore the Subject of Performance or parts thereof to a condition that is faultless in all respects and in accordance with the Contract.

18.3. **Using Customer tools.** If the Supplier uses any equipment, tools, etc. provided by the Customer under or in connection with the Contract, the Supplier shall:

18.3.1. use them in accordance with generally binding regulations, operating manuals and technical recommendations of the Customer;

18.3.2. use them at their own risk and responsibility;

18.3.3. compensate for any damage resulting from such use; and

18.3.4. care for them and maintain them in proper technical condition (including ensuring revisions or calibrations).

19. Transfer of ownership

19.1. **Transfer of ownership.** Ownership of the individual parts of the Subject of Performance, if they are no longer owned by the Customer, shall pass from the Supplier to the Customer:

19.1.1. in the case of the Goods and all other items forming part of the Subject of Performance, the moment of delivery according to the relevant INCOTERMS delivery parity; or

19.1.2. in the case of Documentation, upon delivery to the Customer's registered office or other delivery point specified in the Contract; or

19.1.3. in the case of intellectual property and usage rights, at the time of grant; or

19.1.4. in the case of Works and Services, at the time of their performance; or

19.1.5. by signing the relevant report by which the Customer accepts the relevant part of the Subject of Performance; or

19.1.6. at the moment of payment of the part of the Price related to the given part of the Subject of Performance; whichever comes first.

19.2. **The latest moment of transfer of ownership.** If title to any part of the Subject of Performance has not passed by the time of Preliminary Acceptance pursuant to paragraph 19.1 of the GTC, it shall pass from the Supplier to the Customer at the time of Preliminary Acceptance.

19.3. **Absence of limitation of ownership.** The Supplier is obliged to ensure that at the time of transfer of ownership to the Customer pursuant to this article 19 of the GTC, the objects of the transfer will not be encumbered by any rights of third parties (in particular, they will not be subject to any easement, lien or reservation of ownership of any person).

20. Waste management

20.1. **Waste producer.** The Supplier is obliged to comply with all obligations of the waste generator in relation to all waste generated during the implementation of the Subject of Performance (regardless of whether or not it is in the legal status of a waste producer).

20.2. **Waste management conditions.** The Supplier shall comply with all relevant standards and regulations as per article 3 of the GTC relating to waste management.

20.3. **Sorting of waste.** The Supplier shall ensure a high level of sorting in accordance with the relevant regulations.

20.4. **Transfer of waste to an authorised person.** The Supplier is obliged to hand over all waste generated during the implementation of the Subject of Performance to the appropriate person authorised to handle such waste.

20.5. **Checks.** The Customer is entitled to carry out checks on compliance with the obligations under this article at any time, including through third parties. Upon request, the Supplier is obliged to provide the Customer with written confirmations and documents on the fulfilment of its obligations in relation to waste.

21. Guarantee for quality and liability for defects of the Subject of Performance

21.1. **Definition of the quality guarantee.** By providing a Quality Guarantee, the Supplier guarantees that the Subject of Performance as a whole and all its individual parts:

21.1.1. be free from any defects (whether in fact or in law) throughout the Warranty Period; and

21.1.2. retain their functions and specifications throughout the Warranty Period; and

21.1.3. will be fit for purpose.

21.2. **Defect of the Subject of Performance.** The Subject of Performance or part thereof is defective, in particular if:

21.2.1. does not comply with the requirements of the Contract; or

21.2.2. does not meet the parameters of the Contract or the documents referred to in the Contract; or

21.2.3. does not have the characteristics specified in the Contract or the documents referred to in the Contract;

21.2.4. not fit for purpose under paragraph 5.1 of the GTC; or

21.2.5. does not comply with the standards and regulations under article 3 of the GTC.

21.3. **Duration of the Quality Guarantee.** The Warranty Period starts from:

21.3.1. delivery in accordance with the relevant INCOTERMS delivery parity, if in such case the Subject of Performance is only the delivery of Goods; or

21.3.2. the signing of the Preliminary Acceptance Report by both Parties, if the Subject of Performance is the supply of Goods and the provision of Services.

Unless otherwise provided in the Contract, the Supplier shall provide a Quality Guarantee for the Subject of Performance (i) for a period of 36 months from the date determined in accordance with paragraph 21.3.1 or paragraph 21.3.2 of the GBC, or (ii) for a period of 24 months from the date of delivery of the Customer's performance to the Investor under the Main Contract, whichever is later.

21.4. **Reporting defects.** The Customer is entitled to report a defect in the Subject of Performance in writing or by telephone, no later than on the last day of the Warranty Period.

21.5. **Deadlines for responding to a defect notification.** Unless otherwise expressly provided in the Contract, the Supplier shall:

21.5.1. immediately (but no later than within 12 hours of notification of the defect) confirm to the Customer that it has received notification of the defect in the Subject of Performance;

21.5.2. without undue delay (but not later than 12 hours after notification of a defect limiting or preventing the operation of the Subject of Performance or within 72 hours after notification of other defects), commence the remedy of the defect; and

21.5.3. within the time limit set by the Customer with regard to the type and extent of the defect, to remove the relevant defect of the Subject of Performance, unless the Parties agree otherwise with regard to the type and extent of the defect.

21.6. **Removal of defects.** The Supplier is obliged to remedy any reported defects of the Subject of Performance at its own expense, regardless of whether or not the Supplier is, in its opinion,

responsible for the defect of the Subject of Performance. In the event that the Supplier subsequently proves that it is not responsible for the defect, the Supplier shall be entitled, under the terms and conditions set out in these GTC, to claim against the Customer for the reasonable and properly documented direct costs of remedying the defect.

21.7. **Customer entitlements.** In the event of a defect in the Subject of Performance, the Customer is entitled to:

21.7.1. require the removal of defects by the free execution of a new Object of performance or part thereof or withdraw from the Contract if the defects are irremovable; or

21.7.2. require the removal of defects by repairing the Subject of Performance if the defects are repairable; or

21.7.3. require a reasonable reduction in the Price (whether or not the defect is remediable); or

21.7.4. require reimbursement of costs for repairs to the Subject of Performance carried out by self help or by 3rd parties (under the terms of paragraph 21.11 of the GTC).

21.8. **Warranty Extension.** If the Subject of Performance due to defects:

21.8.1. could not be used or operated at all for a period of time during the Warranty Period; or

21.8.2. could be used or operated only to a lesser extent than that provided for in the Contract for a period of time during the Warranty Period;

the Warranty Period of the Subject of Performance shall be extended by this period of non-operation of the Subject of Performance or operation of the Subject of Performance in a lower scope.

21.9. **Warranty Period for the replaced part.** The repaired, replaced or newly installed part of the Subject of Performance is subject to a new warranty period of 36 months starting from the date of repair, replacement or installation.

21.10. **Repeated defect.** If the same or a similar defect appears or manifests itself repeatedly during the Warranty Period, it shall be deemed that the defect originally reported has not been remedied and the Supplier is in default in remedying it.

21.11. **Possibility of defect repair by the Customer.** If the Supplier is in delay with the removal of the defect or refuses to remove the defect, the Customer is entitled to repair the Subject of Performance themselves or through another person, at the expense and risk of the Supplier. The Supplier is obliged to reimburse the Customer for these costs in full. The procedure pursuant to this paragraph 21.11 of the GTC does not affect the Supplier's warranty for the Subject of Performance or the Supplier's liability for damage caused by a defective Subject of

Performance or caused or incurred during the removal of defects in the Subject of Performance.

21.12. **Exceptions to the warranty.** The Supplier shall not be liable for defects found during the Warranty Period only if it proves in detail that:

21.12.1. the defect has arisen because the Subject of Performance or a part of the Subject of Performance has been operated during the Warranty Period in contravention of the requirements of the operating regulations which have been drawn up or delivered in accordance with the Contract; or

21.12.2. the defect is the result of normal wear and tear.

21.13. **Hidden defects.** The Supplier shall be liable for latent defects of the Subject of Performance for a period of 36 months from the date of expiry of the Warranty Period, unless the applicable law or the law of the place of performance under the Project provides for a longer period. The provisions of these GTC regarding the quality guarantee shall apply mutatis mutandis to the identification and elimination of hidden defects.

22. Intellectual property

22.1. **Protection of intellectual property of the Customer and the Investor.** The Supplier undertakes to protect and in no way infringe the intellectual property of the Customer and the Investor.

22.2. **Granting of rights.** Notwithstanding any other provision of the GTC, the Supplier must grant the Customer the rights to the intellectual property objects that are part of the Subject of Performance or are used by the Subject of Performance, always at least to the extent necessary to fulfil the purpose according to paragraph 5.1 of the GTC and to ensure compliance with the Contract and the Project according to paragraph 5.2 of the GTC. The consideration for granting rights under this paragraph 22.2 of the GTC is included in the Price.

22.3. **Licence to Documentation.** The Supplier grants an exclusive and geographically unlimited (worldwide) license to the Documentation, which has been prepared for the Customer within the scope of the Subject of Performance, for the duration of the property rights to the intellectual property in question, including the right to grant sub-licenses. The licence is transferable. The Customer is not obliged to use the license. If the registration of the licence in the public register is required for the subject of the intellectual property, the Supplier undertakes to carry it out without undue delay; in the event that the Supplier fails to fulfil this obligation without undue delay, the Contract authorises the Customer to carry out the relevant registration of the licence in the

public register in such a case. The license fee for the license under this paragraph 22.3 of the GTC is included in the Price.

22.4. **License to other objects of intellectual property.** The Supplier provides a non-exclusive and geographically unlimited (worldwide) license for all intellectual property objects (except for the Documentation referred to in paragraph 22.3 of the GTC) that are part of the Subject of Performance or are used by the Subject of Performance for the duration of the property rights to the given intellectual property object, including the right to grant sub-licenses. The licence is transferable. The Customer is not obliged to use the license. If the registration of the licence in the public register is required for the subject of the intellectual property, the Supplier undertakes to carry it out without undue delay; in the event that the Supplier fails to fulfil this obligation without undue delay, the Contract authorises the Customer to carry out the relevant registration of the licence in the public register in such a case. The license fee for the license under this paragraph 22.4 of the GTC is included in the Price.

22.5. **Compensation for damages.** By entering into the Contract, the Supplier undertakes and promises to indemnify and reimburse the Customer for all damages (including non-pecuniary damages) and costs and expenses incurred by the Customer as a result of infringement or alleged infringement of any intellectual property right (in particular trademark, trade name, copyright, patents, utility or industrial designs or know-how of third parties) in connection with the Subject of Performance.

23. Protection of confidential information

23.1. **Definition of confidential information.** The Supplier agrees to maintain the confidentiality of all commercial, financial and technical information (including specifications, plans, drawings, designs, as well as other information and materials) that:

23.1.1. were entrusted to them by the Customer; or

23.1.2. were marked as confidential by the Customer and/or the Investor; or

23.1.3. that the Supplier acquires or creates for the Customer during the performance of the Contract.

23.2. **Confidentiality.** The Supplier shall maintain the confidentiality of Confidential Information. For this purpose, the Supplier is obliged to:

23.2.1. ensure that Confidential Information is not accessible to third parties;

23.2.2. not use Confidential Information for their own financial or other benefit or for the benefit or use of a third party;

23.2.3. not use the Confidential Information for any purpose other than the performance of the Contract; and

23.2.4. not disclose Confidential Information to third parties without the Customer's prior written consent. This consent is not required for disclosure of Confidential Information to approved Subcontractors. However, the extent of Confidential Information disclosed to Subcontractors shall not exceed that necessary for the performance of the Subcontractor's performance and may only occur after the Supplier has obligated its Subcontractors to maintain the confidentiality of the Confidential Information to the same extent that the Supplier is obligated to maintain the confidentiality of the Confidential Information.

23.3. **Return of Confidential Information.** Unless otherwise specified in the Contract for individual documents, the Supplier shall return all Confidential Information (except for the text of the Contract itself) to the Customer or destroy it upon termination of the Contract.

23.4. **Exceptions.** The following information is excluded from the obligation to maintain the confidentiality of Confidential Information:

23.4.1. information provided to the extent necessary pursuant to a request by a governmental authority, agency or institution (including financial) or other institution involved in public control of the Subject of Performance, if such information is required by generally applicable law;

23.4.2. information provided, to the extent necessary, to legal or tax advisors who are providing advice on the Contract or activities related to the Contract and who are committed to protecting Confidential Information to at least the same extent as required by this article 23 of the GTC;

23.4.3. information that is or has become public knowledge without the Party breaching its obligations;

23.4.4. information that the Party has received, without breaching its obligations, from a third party that has not participated in the preparation and implementation of the Subject of Performance;

23.4.5. information for press releases or references in a format and content approved by the Customer.

23.5. **Duration of protection of Confidential Information.** The obligation to protect Confidential Information shall continue for the period specified in the Contract or the document by which the Confidential Information was provided. Unless a different time limit is specified in the Contract or the document, the obligation to protect Confidential Information shall automatically expire 10 years after the end of the warranty period, but no later than 15 years after

the conclusion of the Contract, unless a longer period is provided by law.

24. Subcontractors

24.1. **Customer consent.** The Supplier shall be entitled to engage a Subcontractor in the performance of the Subject of Performance or part thereof only with prior written consent.

24.2. **Supplier liability.** The Supplier shall be fully liable for its Subcontractors (in particular for the performance provided by them and for damages caused by them) as if it were acting alone. The Customer's consent to the selection of a Subcontractor shall in no way relieve the Supplier of its obligations and responsibilities under the Contract or its liability for the actions of Subcontractors.

24.3. **Subcontractors from the approved list of subcontractors.** If a list of specific Subcontractors is included in the Contract, the Subcontractors so listed shall be deemed to have been approved by the Customer at the conclusion of the Contract, unless the Contract expressly provides otherwise. The Supplier is obliged to notify the Customer of the conclusion of subcontracts with the Subcontractors listed in the list of subcontractors within 3 working days of the conclusion of the relevant subcontract

24.4. **Other Subcontractors.** In the event that the Subject of Performance or any part thereof is performed by another Subcontractor that has not been approved in accordance with paragraph 24.1 or 24.2 of the GTC, it shall result in the Subject of Performance not being properly performed. In such case, the Customer shall be entitled in particular (i) to refuse to accept such Subject of Performance or part thereof or (ii) to demand a reasonable reduction of the Price, all without prejudice to any other rights of the Customer and the Supplier's obligations under the Contract.

24.5. **Contracts with Subcontractors.** The Supplier is obliged to ensure that the contracts that the Supplier concludes with its Subcontractors comply with the terms of the Contract Documents. In particular, the Supplier is obliged in subcontracts to:

24.5.1. adjust the moment of transfer of ownership so that the Customer acquires ownership of the Subject of Performance from the Supplier in accordance with article 19 of the GTC; and

24.5.2. determine and specify the relevant quality requirements for the Subcontractor's performance so that the quality requirements for the Subject of Performance under the Contract are met; and

24.5.3. ensure the protection of confidential information and intellectual property rights in a manner that complies with the requirements of the Contract; and

24.5.4. ensure the possibility of assigning the subcontract to the Customer if requested by the Customer in accordance with paragraph 31.4.2 of the GTC; and

24.5.5. commit the Subcontractor to perform its obligations under article 34 of the GTC; and

24.5.6. impose the obligations and duties of the Subcontractor so as to fulfil the purpose of paragraph 5.1 of the GTC.

25. Amendment procedure

25.1. **Amendments proposed by the Customer.** The Customer shall be entitled to propose and require the Supplier to make any changes to the Subject of Performance or any part thereof during the performance of the Contract. The Supplier shall, on the basis of the Customer's request, prepare a proposal for a change in accordance with paragraph 25.4 of the GTC. If the Contract does not specify deadlines for the submission and consideration of the amendment proposal, then the following rules apply:

25.1.1. The Supplier shall submit a proposal for change within 15 days; and

25.1.2. the amendment proposal must be valid and binding for at least 45 days from the date of submission to the Customer.

25.2. **Amendments ordered.** If the Parties do not agree on the conditions for implementing the change proposed pursuant to paragraph 25.1 of the GTC, the Customer is entitled to order the Supplier to implement the change by means of a change order, in which it shall specify in particular the scope, price and date of implementation of the change; the Supplier is entitled to exercise any other claims of the Supplier beyond the scope of the authorisations specified in the change order in accordance with the procedure pursuant to article 32 and 36 of the GTC.

25.3. **Amendments proposed by the Supplier.** The Supplier may propose to the Customer any change to the Subject of Performance which it considers necessary or desirable to improve the quality, economy or operation of the Subject of Performance. The Supplier shall prepare such change proposal to the extent specified in paragraph 25.4 of the GTC. The Customer may, at its discretion, approve or reject any change proposed by the Supplier.

25.4. **Content requirements for amendment proposal.** The proposal for amendment must contain in particular the following information and data:

25.4.1. a detailed description of the change;

25.4.2. the impact of the change on the deadlines set out in the Contract;

25.4.3. the impact of the change on the Price or payment terms;

25.4.4. the impact of the change on the Quality Guarantee;

25.4.5. the impact of the amendment on the other provisions of the Contract;

25.4.6. calculating the cost of implementing the change;

25.4.7. the method of payment of the change costs by the Customer;

25.4.8. other additional information as requested by the Customer.

25.5. **Approving the amendment.** Approval of the proposal for changes to the Subject of Performance by the Customer and consent to the changes will be made as follows:

25.5.1. If the change does not affect the scope of the Subject of Performance, the Price, the quality of the Subject of Performance, the guaranteed parameters of the Subject of Performance (if agreed), the warranty period, the Bank Guarantees or the deadlines for the performance of the Subject of Performance, the change will be made on the basis of a written consent to the proposal for change signed by the Customer, the receipt of which the Supplier shall promptly confirm in writing.

25.5.2. If the change affects the scope of the Subject of Performance, the Price, the quality of the Subject of Performance, the guaranteed parameters of the Subject of Performance (if agreed), the Warranty Period, the Bank Guarantees or the deadlines for the performance of the Subject of Performance, the change shall be made on the basis of a written amendment to the Contract signed by the Parties.

26. Contractual Penalties and default interest

26.1. **Contractual Penalties for delay.** The Supplier is responsible for meeting all deadlines for the implementation of the Subject of Performance. The following terms are secured by the Contractual Penalty:

26.1.1. If the Supplier fails to fulfil its obligation to properly and/or timely perform and hand over the Subject of Performance to the Customer, the Customer shall be entitled to a contractual penalty of 0.5% of the Price for each day of delay.

26.1.2. If the Supplier fails to properly and/or timely fulfill any of its obligations regarding the claimed defects of the Subject of Performance pursuant to paragraph 21.5 of the GTC, the Customer shall be entitled to pay the Supplier a contractual penalty in the amount of 0.5% of the Price for each commenced day of delay.

26.1.3. If the Supplier fails to properly and/or timely fulfil any of its obligations regarding the submission of a proposal for change pursuant to paragraph 25.1 of the GTC, the Customer shall be entitled to a contractual penalty against the Supplier in the amount of 0.1% of the Price for each day of delay.

Other deadlines, the non-observance of which is subject to a Contractual Penalty, are set out in the Contract documentation.

26.2. **Contractual Penalties for quality.** The Supplier is also responsible for achieving the availability of the Subject of Performance and the guaranteed parameters (if agreed in the Contract). The contractual documentation shall specify the quality and guaranteed parameters, non-compliance with which shall be sanctioned by a Contractual Penalty.

26.3. **Other contractual penalties.** The following obligations are also reinforced by the Contractual Penalty:

26.3.1. **Penalty for non-compliance with regulations and decisions.** If the Supplier breaches any of its obligations set out in paragraphs 3.2 and 3.3 of the GTC, the Customer shall be entitled to a Contractual Penalty against the Supplier in the amount of 2% of the Price for each case of breach, even repeatedly.

26.3.2. **Penalty for non-compliance with VAT registration obligations.** If the Supplier breaches any of its obligations set out in paragraph 11.7 of the GTC, the Customer shall be entitled to a Contractual Penalty of 2% for each instance of breach, even if repeated.

26.3.3. **Penalty for non-compliance with the prohibition of set-off and the prohibition of assignment of claims.** If the Supplier breaches any of its obligations set out in paragraph 37.1 and paragraph 37.3 of the GTC, the Customer shall be entitled to a Contractual Penalty against the Supplier in the amount of 50% of the value of the claim in question, for each case of breach, even repeatedly.

26.3.4. **Financing for non-compliance in connection with Bank Guarantees.** If the Supplier breaches any of its obligations set out in article 13 of the GTC, the Customer shall be entitled to pay a Contractual Penalty against the Supplier in the amount of 10% of the Price for each case of breach, even repeatedly.

26.3.5. **Penalty for non-compliance with the obligations to inform about the progress of the Subject of Performance.** If the Supplier breaches any of its obligations set out in article 15 of the GTC, the Customer shall be entitled to pay a Contractual Penalty against the Supplier in the amount of 1% of the Price for each case of breach, even repeatedly.

26.3.6. **Penalty for non-compliance with waste management obligations.** If the Supplier breaches any of its obligations set out in article 20 of the GTC, the Customer shall be entitled to pay a

Contractual Penalty against the Supplier in the amount of 3% of the Price for each case of breach, even repeatedly.

26.3.7. **Penalty for failure to protect confidential information.** If the Supplier breaches any of its obligations set out in article 23 of the GTC, the Customer shall be entitled to pay a Contractual Penalty against the Supplier in the amount of 20% of the Price for each case of breach, even repeatedly.

26.3.8. **Penalty for non-compliance in relation to subcontractors.** If the Supplier breaches any of its obligations set out in article 24 of the GTC, the Customer shall be entitled to pay a Contractual Penalty against the Supplier in the amount of 5% of the Price for each case of breach, even repeatedly.

26.3.9. **Penalty for failure to comply with obligations in connection with insurance.** If the Supplier breaches any of its obligations set out in article 28 of the GTC, the Customer shall be entitled to pay a Contractual Penalty against the Supplier in the amount of 10% of the Price for each case of breach, even repeatedly.

26.3.10. **Penalty for failure to comply with the declaration.** If the Supplier breaches any of its representations referred to in paragraph 33.1 of the GTCP or such representations prove to be false, the Customer shall be entitled to a Contractual Penalty against the Supplier in the amount of 10% of the Price for each instance of breach, even if repeated.

26.3.11. **Fine for breach of compliance.** If the Supplier breaches any of its obligations set out in article 34 of the GTC (including obligations arising from the documents referred to in article 34 of the GTC), the Customer shall be entitled to pay a Contractual Penalty to the Supplier in the amount of 5% of the Price for each case of breach, even repeatedly.

26.4. **Relation of contractual penalty to damages.** Payment of any Contractual Penalty shall be without prejudice to the Customer's right to compensation for damages incurred as a result of the Supplier's breach of the obligation to which the Contractual Penalty relates. The Customer is thus entitled to claim damages together with the contractual penalty.

26.5. **Other Customer Rights.** Unless expressly stated otherwise in the Contract, the Customer's claim for payment of the Contractual Penalty shall not affect any other right of the Customer under the Contract or legal regulations (in particular the right to eliminate defects in the Subject of Performance, the right to withdraw from the Contract and the right to compensation for damages). The payment of the Contractual Penalty shall not affect the Supplier's obligation to fulfil the obligation to which the Contractual Penalty was linked.

26.6. **Informality of the application of Contractual Penalties.** The right to the Contractual Penalty is not conditional on any formal act or conduct of the Customer towards the Supplier.

26.7. **Maturity and other payment terms.** The Supplier shall pay the contractual penalty by direct bank transfer to the Customer's bank account within 7 days after receipt of the Customer's written notification of the application of the relevant contractual penalty. Unless otherwise expressly stated in the Contract, the Supplier is obliged to pay the contractual penalty in the same currency as the Price.

26.8. **Contractual default interest.** In the event of default by the Customer in the payment of any monetary debt to the Supplier, the Supplier shall be entitled to contractual interest at the rate of 0.02% per day on the amount due.

27. Compensation for Damages

27.1. **Precautionary duty.** The Supplier is obliged to make every effort to prevent any damage and to minimise any damage that has already occurred. The Supplier is obliged to warn the Customer without undue delay of the risk of damage or damage that has already occurred. The Supplier shall furthermore ensure that its Subcontractors take all necessary measures in advance to prevent any damage.

27.2. **Compensation for Damages.** The Supplier shall be liable for any damage or other injury caused to the Customer as a result of or in connection with the performance of the Work, as well as for damage or other injury caused by any of its Subcontractors, employees or any other persons involved in the performance of the Work on the Supplier's side. By entering into the Contract, the Supplier acknowledges that a breach of the obligations arising from the Contract and the GTC may result in significant damage to the Customer, the Investor and/or third parties.

27.3. **Lost profit and other indirect and consequential damages.** The Supplier is also obliged to compensate the Customer for lost profit and all indirect and consequential damages. The Customer is not liable for any compensation for lost profit or indirect and consequential damages.

27.4. **Compensation for non-pecuniary damage.** The Supplier is also obliged to compensate the Customer for any non-pecuniary damage.

27.5. **Limitation on compensation for injury.** If any limitation on the amount of compensation for damages is agreed in the Contract, such limitation shall not apply to:

27.5.1. compensation for harm caused to a person's natural rights, life or health;

27.5.2. for damages for injury caused intentionally or through gross negligence (whether the injury was caused intentionally or through gross negligence by the Supplier, an employee of the Supplier, a Subcontractor, an employee of a Subcontractor or any other person for whom the Supplier is liable);

27.5.3. on the obligation to compensate in case of interference with the intellectual property rights of third parties according to paragraph 22.5 of the GTC;

27.5.4. for any loss to the extent that it was or could have been covered by the Supplier's insurance;

27.5.5. damage caused by the Supplier's violation of waste management and environmental protection regulations and rules;

27.5.6. concerns arising from a breach of the Supplier's obligation to protect confidential information pursuant to article 23 of the GTC;

27.5.7. damage to property in relation to which the Supplier bears the risk of damage to the property;

27.5.8. damages covered by a promise of indemnity;

27.5.9. interests caused by the Supplier's violation of the compliance rules according to article 34 of the GTC;

27.5.10. any damages in the event of termination of the Contract for breach of the Supplier's obligation; or

27.5.11. any injury that cannot be limited in any way under applicable law.

27.6. **Method of injury compensation.** The Supplier shall be obliged to compensate any damage or other injury in money, unless the Customer expressly states otherwise.

28. Insurance

28.1. **Construction and installation insurance.** The Customer shall inform the Supplier if the Customer or the Investor has arranged construction and installation insurance that includes the Supplier as an insured person in connection with the implementation of the Subject of Performance.

28.2. **Supplier's insurance.** The Supplier shall arrange and keep in force at all times the insurances provided by law, specified in this article 28 of the GTC and specified in the Contract. The Supplier is obliged to have at least the following insurance:

28.2.1. for the entire duration of the Contract, general liability insurance with a minimum aggregate limit of indemnity of the Price;

28.2.2. third party liability insurance for the entire duration of the Contract with a minimum aggregate limit of indemnity of the Price;

28.2.3. transport insurance for all Goods transported, always at least in the amount of the value of the Goods and for the entire period of transport;

28.2.4. motor vehicle insurance at the amount customary at the time and place for the type of motor vehicle.

28.3. Customer approval of the Supplier's insurance.

Insurance contracts for insurance provided by the Supplier shall be with first class insurance companies (as defined in paragraph 13.5 of the GTC) approved by the Customer. The Supplier shall also submit to the Customer for approval:

28.3.1. copies of the concluded insurance contracts provided by the Supplier before the commencement of the implementation of the Subject of Performance;

28.3.2. draft insurance policies for insurance provided by the Supplier, if such insurance policies are concluded during the term of the Contract.

The Customer is entitled to reject insurance companies or insurance policies of the Supplier that do not meet the terms of the Contract or the GTC. The Customer is also entitled to request a modification of insurance contracts in areas not expressly provided for in the GTC or the Contract, if the Customer considers such modification necessary; the Supplier is obliged to immediately arrange a modification of the insurance terms and conditions according to the Customer's request. Compliance with the Supplier's obligations under this paragraph 28.3 of the GTC is a condition of payment of any part of the Price.

28.4. **Deductible.** In the case of insurances provided by the Customer and/or the Investor, a deductible is agreed upon and therefore 100% of the damage suffered is never covered by these insurances. By concluding the Contract, the Supplier confirms that it is aware of the fact stated in the previous sentence and that it has taken it into account in the Price and in the insurances provided by the Supplier.

28.5. **Assistance.** The Supplier shall (in particular in the event of an investigation of an insurance claim) provide the Customer with all necessary assistance in relation to insurance companies and/or claims adjusters. In particular, the Supplier is obliged to provide the Customer (or, with the Customer's prior consent, also directly to the relevant insurance company or the relevant claims adjuster) with all documentation that (i) is required by insurance companies or claims adjusters and/or (ii) proves the amount of damages or the costs of repairing damages. The Supplier is obliged to act in such a way as not to jeopardise the course of the insurance investigation in relation to insurers and adjusters.

29. Unforeseeable and uncontrollable events, change of circumstances

29.1. **Unforeseeable and uncontrollable events.** An unforeseeable and uncontrollable event means an extraordinary, insurmountable and unavoidable event (i) which could not have been foreseen at the time of the conclusion of the Contract and (ii)

which has occurred independently of the will and beyond the control of the Party invoking it and (iii) which temporarily or permanently prevents it from performing its obligation under the Contract. For the purposes of this GTC, such shall be deemed to include, in particular, natural disasters, terrorist attacks, wars, civil disturbances, uprisings or revolutions, general strikes and industry-wide strikes; provided, however, that they meet the requirements of the preceding sentence. Conversely, events such as lockouts or delays in deliveries by Subcontractors (unless caused by unforeseeable and uncontrollable events), insolvency, shortages of labour or materials shall not be considered unforeseeable and uncontrollable events. Nor shall an obstacle arising from the economic circumstances of the Party claiming unforeseeable and uncontrollable events or of its Subcontractors be considered unforeseeable and uncontrollable events.

29.2. **Procedure in case of unforeseeable and uncontrollable events.** In the event of an unforeseeable and uncontrollable event, the affected Party shall continue to perform those obligations not limited by the unforeseeable and uncontrollable event and shall take all steps to mitigate the effects thereof. The Party affected by the unforeseeable and uncontrollable event shall notify the other Party of the occurrence of the unforeseeable and uncontrollable event, its causes and consequences. If the unforeseeable and uncontrollable event is invoked by the Supplier, the Supplier is obliged to inform the Customer of the occurrence of the unforeseeable and uncontrollable event in writing without undue delay, but no later than five (5) Business Days from the date of its occurrence; otherwise, the Supplier will not be able to invoke the unforeseeable and uncontrollable event clause and it will be deemed as not having occurred. The Parties are also obliged to inform each other without undue delay of the end of the unforeseeable and uncontrollable event.

29.3. **Consequences of unforeseeable and uncontrollable events.** Parties shall be excused from liability for failure to perform an obligation under the Contract if such failure is the direct result of an event or circumstance caused by unforeseeable and uncontrollable events as defined in paragraph 29.1 of the GTC. However, neither Party shall be exempt from liability for failure to perform an obligation if the unforeseeable and uncontrollable event occurred after the obligated Party was already in default of the obligation. At the same time, the Supplier acknowledges that if the Subject of Performance is to be part of the Project and/or is to be used for the Project, then the Customer may release the Supplier from its unforeseeable and uncontrollable event obligations only to

the extent that the Customer is released from its obligations by the Investor.

29.4. **Covid-19.** By entering into the Contract, the Supplier confirms that:

29.4.1. is aware of the events associated with the spread of COVID-19 (SARS CoV-2 coronavirus), the associated limitations and the potential impact of this event on the Supplier's performance under the Contract;

29.4.2. it has thoroughly evaluated the event with respect to the purpose of the Contract, the nature and scope of the Subject of Performance and the obligations under the Contract (in particular the timetable for the performance of the Subject of Performance); and

29.4.3. The price and schedule for the performance of the Subject of Performance shall take into account the impact of the spread of COVID-19 (SARS CoV-2 coronavirus) and the associated risks on all aspects of the Supplier's Subject of Performance, including the impact on the work, equipment and supply of raw materials or services provided by the Subcontractor's chain of Subcontractors or their subcontractors.

The Supplier shall implement internal procedures and policies to prevent or mitigate the risk associated with the occurrence of SARS CoV-2 (Coronavirus) and comply with the provisions of all laws, regulations, rules and guidelines relating to the spread of COVID-19 (SARS CoV-2 Coronavirus) as well as guidelines issued by the Customer from time to time.

29.5. **War in Ukraine and Palestinian-Israeli conflict.** By entering into the Contract, the Supplier confirms that:

29.5.1. is aware of the existence of the military conflict in Ukraine and the Palestinian-Israeli conflict, including and the potential impact of this conflict on the Supplier's performance under the Contract;

29.5.2. it has thoroughly evaluated the event with respect to the purpose of the Contract, the nature and scope of the Subject of Performance and the obligations under the Contract (in particular the timetable for the performance of the Subject of Performance); and

29.5.3. The price and schedule for the performance of the Subject of Performance shall take into account the impact of the military conflict in Ukraine and the Palestinian-Israeli conflict and the associated risks on all aspects of the Supplier's Subject of Performance, including the impact on the work, equipment and supply of raw materials or services provided by the Subcontractor's chain of Subcontractors or their subcontractors.

29.6. **Change of circumstances and hidden obstacles.** The Supplier assumes the risk of changes in circumstances occurring

after the conclusion of the Contract (including the risk of hidden obstacles of any kind). Thus, no change in circumstances shall entitle the Supplier to request a change in the terms of the Contract.

30. Interruption of the performance of the Subject of Performance

30.1. **Interruption for reasons on the Customer's side.** The Supplier is obliged to interrupt the performance of the Subject of Performance at any time upon written request of the Customer for the period and in the manner specified in the request.

30.2. **Interruption for reasons on the Supplier's side.** Unless the Contract expressly provides otherwise, the Supplier is not entitled to interrupt the performance of the Subject of Performance without prior written consent signed by the Customer.

30.3. **Procedure in case of interruption.** The Supplier is obliged to properly protect and secure the Subject of Performance during the period of interruption of the performance of the Subject of Performance (in particular, to carry out the necessary activities to preserve or protect it from adverse effects). The Supplier is not entitled to remove any parts of the Subject of Performance, Goods or assembly equipment from the place of execution of the Subject of Performance without prior written consent signed by the Customer.

30.4. **Readiness to resume work.** The Supplier is obliged to be ready to immediately resume the execution of the Subject of Performance after receiving the instruction from the Customer to resume the execution of the Subject of Performance.

30.5. **Deadline extension.** If the interruption according to paragraph 30.1 of the GTC affects the performance dates agreed in the Contract, the Supplier may request (according to the procedure under para. 32.3 and 32.4 GTC) to extend the partial deadlines for the performance of the Subject of Performance by a reasonable period of time (but not more than the period of interruption in the performance of the Subject of Performance).

30.6. **Expenses.** If:

30.6.1. the total period of interruption in the performance of the Subject of Performance pursuant to paragraph 30.1 of the GTC exceeds 60 days; and at the same time

30.6.2. the reasons for the interruption in the implementation of the Subject of Performance cannot be attributed even partially to the Supplier;

The Supplier may claim (in accordance with the procedure set out in paragraphs 32.3 and 32.4 of the GTC) reimbursement of the costs reasonably incurred and duly documented for the interruption of the implementation of the Subject of Performance and the

subsequent resumption of the implementation of the Subject of Performance.

31. Termination of the Contract

31.1. **Termination of the Contract by the Customer.** Unless otherwise expressly provided in the Contract, the Customer is entitled in whole or in part:

- 31.1.1. terminate the Contract without giving any reason; or
- 31.1.2. withdraw from the Contract in cases provided for by the Contract or by law;
- 31.1.3. withdraw from the Contract if the Supplier materially breaches the Contract or the obligations set out in article 23, paragraph 24.1, article 28, paragraph 30.2 **article** 34 and/or article 37 of the GTC; or
- 31.1.4. withdraw from the Contract if the Supplier is in default of any deadline for the performance of the Subject of Performance; or
- 31.1.5. withdraw from the Contract if the unforeseeable and uncontrollable event lasts longer than 90 days; or
- 31.1.6. withdraw from the Contract if (i) insolvency proceedings are initiated against the Supplier or (ii) an order is issued declaring the Supplier insolvent or (iii) an order is issued declaring the Supplier bankrupt or (iv) the court dismisses the insolvency petition against the Supplier for lack of assets or (v) the Supplier enters liquidation or (vi) proceedings similar to those referred to in clauses (i) to (v) are initiated against the Supplier under the law of the country of the Supplier's registered office.

31.2. **Termination of the Contract by the Supplier.** Unless the Contract expressly provides otherwise, the Supplier is entitled to withdraw from the Contract:

- 31.2.1. if a final order declaring the Customer's property bankrupt is made or the Customer enters into liquidation; or
- 31.2.2. if the Customer is in default in the payment of the Price or any part thereof exceeding 10% of the Price for a period exceeding 90 days, although the default has been repeatedly notified in writing by the Supplier; or
- 31.2.3. if the unforeseeable and uncontrollable event lasts longer than 180 days.

31.3. **Contract termination options.** Any legal action to terminate the Contract must be in writing, signed by an authorised representative of the relevant Party and delivered to the other Party. Termination of the Contract shall be effective upon delivery to the other Party unless the relevant document terminating the Contract provides for a later date.

31.4. **Procedure after Contract termination.** Upon receipt of notice of termination of the Contract by the Customer or upon

delivery to the Customer of notice of termination of the Contract by the Supplier, the Supplier shall promptly:

- 31.4.1. to interrupt the performance of the Subject of Performance, except for the activities that the Customer has specified in the notice of termination of the Contract to be performed by the Supplier in order to protect the already performed part of the Subject of Performance;
- 31.4.2. terminate all contracts with Subcontractors (at least to the extent related to the performance of the Subject of Performance) except for those contracts with Subcontractors that the Customer specifies in the notice of termination of the Contract that they are to be assigned to the Customer without delay;
- 31.4.3. if the Subject of Performance is performed outside the Supplier's premises, to remove the assembly equipment from these premises and to clear the waste from it;
- 31.4.4. prepare an inventory of all parts of the Subject of Performance that have been implemented so far;
- 31.4.5. transfer to the Customer all the parts of the Subject of Performance (including the Documentation) that have already been implemented and transfer to the Customer all rights to these parts of the Subject of Performance that have already been implemented; this does not apply if the Customer proceeds according to paragraph 31.5.2 of the GTC.

31.5. **Settlement of Parties for Contract termination.** Upon termination of the Contract, the Parties shall settle as follows:

31.5.1. In the event of termination of the Contract by the Supplier or in the event that the Customer does not exercise the rights under paragraph 31.5.2 of the GTC, the Supplier shall be entitled to payment only for that part of the Price which is attributable to the part of the Subject of Performance prepared or performed by the Supplier as of the date of termination of the Contract (taking into account all defects, deficiencies and incompleteness of the part of the Subject of Performance so performed). If the amount to which the Supplier is entitled under the preceding sentence:

- greater than the part of the Price paid by the Customer to the Supplier to date, the Supplier shall be entitled to demand from the Customer the difference between the Price paid to date and the amount to which the Supplier is entitled under the first sentence of paragraph 31.5.1 of the GTC;
- lower than the part of the Price paid by the Customer to the Supplier to date, the Customer shall have the right to demand from the Supplier the refund of the part of the Price exceeding the amount to which the Supplier is entitled under the first sentence of paragraph 31.5.1 of the GTC.

31.5.2. In the event of termination of the Contract by the Customer, the Customer is entitled to decide not to retain the

Subject of Performance. In such case, the Parties shall return the performance provided under the Contract to each other (in particular, the Customer shall return to the Supplier the part of the Subject of Performance already received from the Supplier and the Supplier shall return to the Customer the part of the Price already paid).

31.6. **Continuing provisions.** Termination of the Contract does not extinguish the following rights and entitlements:

- 31.6.1. the Customer's right to claim contractual penalties, damages or other harm;
- 31.6.2. Customer's claims for payment of contractual penalties, damages or other damages;
- 31.6.3. rights and obligations relating to the Parties' settlement after termination of the Contract (in particular, pursuant to 31.4 and 31.5 of the GTC);
- 31.6.4. claims of the Customer against the Supplier arising out of or related to the Contract;
- 31.6.5. any claims of the Customer arising from the quality guarantee or the Supplier's liability for Hidden Defects;
- 31.6.6. the validity of the Bank Guarantees and the Customer's right to draw funds from such Bank Guarantees;
- 31.6.7. the provisions of the GTC and provisions of the Contract on Choice of Law and Dispute Resolution;
- 31.6.8. the obligation to protect confidential information and compliance obligations under the Contract and the GTC; and
- 31.6.9. any other obligations arising from the GTC and the Contract, the nature of which makes it clear that they are to continue after the termination of the Contract.

32. **Exercise of rights and entitlements**

32.1. **Exercise of rights by the Customer.** Any failure by the Customer to exercise a right (whether under the GTC or the Contract) shall not and cannot be construed (i) as a waiver of such right by the Customer, or (ii) as an expression of consent by the Customer, or (iii) as a termination of such right of the Customer.

32.2. **Single or partial exercise of rights.** No single or partial exercise of any right or claim arising under or in connection with the Contract shall preclude the re-exercise of such right or claim unless otherwise expressly provided in the Contract.

32.3. **Exercise of rights by the Supplier.** The Supplier shall be obliged to assert all rights and claims (in particular for adjustment of the Price, reimbursement of costs or adjustment of the schedule), whether they arise from any provision of the GTS, the Contract or legal regulations, in writing against the Customer without undue delay, but no later than 10 days from the date on which the Supplier became aware or, with the exercise of

professional diligence, should have become aware of the existence of the reason for their occurrence.

32.4. **Content requirements for the exercise of rights by the Supplier.** The written notice of the Supplier's exercise of the right under paragraph 32.3 of the GTC must include:

32.4.1. All facts critical to the assessment of the validity of the Supplier's right or claim, the reason for its occurrence and the impact on the Contract (including quantification of any costs or changes to the Price, a description of the impact on the Schedule and a description of the impact on the Work); and

32.4.2. signature of an authorised representative of the Supplier.

32.5. **Consequences of the Supplier's failure to comply with the procedure for exercising rights.** In the event that the Supplier fails to assert such claims within the time period pursuant to paragraph 32.3 of the GTC or in the manner pursuant to paragraph 32.4 of the GTC, all such rights and claims of the Supplier shall cease and the Supplier shall not be entitled to assert them against the Customer in any form whatsoever.

32.6. **Conditionality of claims.** It shall be a condition precedent to the exercise of any right or claim of the Supplier that the Supplier is not in default of its obligations or otherwise in breach of the Contract.

33. **Declaration of the Parties**

33.1. **Supplier's declaration.** By entering into the Contract, the Supplier makes the following declaration:

- 33.1.1. is a company duly incorporated and validly existing under the laws of the country or state where its registered office is located;
- 33.1.2. has sufficient expertise, experience and production, personnel and other capacities for the implementation of the Subject of Performance as well as the fulfilment of the Contract;
- 33.1.3. has all necessary authorisations to enter into the Contract and to perform its obligations under the Contract;
- 33.1.4. the Contract constitutes a valid, effective and enforceable obligation of the Supplier;
- 33.1.5. has sufficient financial resources to finance the costs of implementation of the Subject of Performance on an ongoing basis to ensure that the Subject of Performance is performed properly and on time;
- 33.1.6. has sufficient number of qualified persons and technical facilities and technical support to properly perform its obligations under the Contract;
- 33.1.7. before concluding the Contract, he/she has familiarised himself/herself with all information, documents received from the Customer with due diligence, has understood their content, has

assessed them with professional care and has no objections to them;

33.1.8. has inspected with due diligence the place where the Subject of Performance is to be performed, including the Destination, including the necessary surveys and calculations, and is not aware of any obstacles that could affect the performance of the Contract;

33.1.9. has acquainted himself with the purpose of the Contract with due diligence, is able to achieve the purpose of the Contract and is not aware of any obstacles that would prevent the purpose of the Contract from being fulfilled;

33.1.10. has considered with professional care all technical, commercial, legal and other aspects and risks related to the Contract and confirms that the Price corresponds thereto.

33.2. **Customer's declaration.** By entering into the Contract, the Customer makes the following declaration:

33.2.1. is a company duly incorporated and validly existing under Czech law; and

33.2.2. has all necessary authorisations to enter into the Contract and to perform its obligations under the Contract;

33.2.3. the Contract constitutes a valid, effective and enforceable obligation of the Customer.

34. Compliance

34.1. **General compliance obligation.** The Supplier and other persons working directly or indirectly with the Supplier are obliged to comply with and ensure compliance with legal regulations (including international regulations) and ethical standards. In particular, the Supplier shall ensure that there is no conduct that would lead to a breach of the law, in particular in relation to bribery, money laundering and protection of competition. The Supplier is also obliged to behave and act in such a way that its actions cannot give rise to a reasonable suspicion of preparation, attempt or commission of a crime attributable in any way to the Customer. A violation of the rules under this article 34 of the GTC shall be considered a material breach of contractual obligations by the Supplier.

34.2. **Code of Conduct.** By entering into the Contract, the Supplier confirms that it has duly read the Supplier Code of Conduct available at www.doosanskodapower.com. The Supplier is obliged to comply with the terms of this Supplier Code of Conduct and is obliged to ensure that its employees, Subcontractors or any other collaborating parties also comply with it. Compliance with the Supplier Code of Conduct is a prerequisite for the performance of any contractual relationship with the Customer and the Doosan Group.

34.3. **Personal data protection.** The Supplier is obliged to ensure the protection of personal data in accordance with legal regulations, but always at least to the extent appropriate to the GDPR. Customer information on the processing of personal data is available at: www.doosanskodapower.com. By concluding the Contract, the Supplier confirms that it has become familiar with this information and the Customer has fulfilled its information obligation to the extent required by generally binding legal regulations. If the Supplier (i) processes personal data for the Customer in the performance of the Contract and (ii) does not enter into a separate contract with the Customer for the processing of personal data, such processing shall be governed by the arrangement set out in Annex 1 of the GTC.

34.4. **Cyber security.** The Supplier is obliged to act in such a way that the information systems or data of the Customer, the Doosan Group or their partners cannot be compromised. The Supplier is also obliged to comply with the rules and principles of cyber security specified by the Customer in the Contract or the document referred to in the Contract. If the Customer has not set out specific cyber security rules and policies in the Contract, then the Supplier shall comply with such rules and policies to the extent customary. However, the Supplier must always comply with the cyber security rules and principles to the extent that they are mandatory for the Supplier on the basis of the relevant generally binding legislation.

34.5. **ESG.** The Supplier shall make reasonable efforts to ensure compliance with ESG (Environmental, Social and Governance) standards, including taking measures to meet the objectives of relevant legislation, methodologies and/or recommendations.

34.6. **Sanctions and sanctions lists.** The Supplier and other persons who cooperate directly or indirectly with the Supplier are obliged to comply with international measures restricting the import or export of Goods or the provision of Services (in particular economic and trade sanctions against specific countries, companies and persons) adopted by the UN, the EU or the USA. A list of these measures is available, for example, at <https://www.sanctionsmap.eu> or <https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information>. The Supplier is obliged to provide the Customer with sufficient documentation and guarantees that the above measures will not be violated. Failure to provide documentation or guarantees in accordance with this paragraph 34.6 GTC shall entitle the Customer to refuse to perform its obligations to the Supplier. By entering into the Contract, the Supplier confirms that it has the

relevant export permits, if required for the implementation of the Subject of Performance.

34.7. **Prohibition of illegal employment.** The Supplier is obliged to ensure that the Supplier and the Supplier's Subcontractors do not commit any violations of labour law and/or illegal employment (in particular violations of the prohibition of disguised agency employment or violations of the rules for the employment of foreigners) in the performance of the Contract.

34.8. **Changes in controlling persons and beneficial owners.** The Supplier shall inform the Customer without undue delay of any change in the persons controlling the Supplier or the beneficial owners of the Supplier. In the event that the Supplier is obliged by the relevant legislation to have its beneficial owner listed in the relevant register, the Supplier is obliged to keep this register entry up-to-date and true throughout the performance of the Contract.

34.9. **Audit.** The Supplier is obliged to allow the Customer or a third party authorised by the Customer to check compliance with the rules set out in this article 34 of the GTC and to take appropriate corrective measures resulting from such check.

34.10. **Compliance confirmation.** Upon written request from the Customer, the Supplier is obliged to confirm in writing, in a sufficient and credible manner, that it meets the requirements specified in this article 34 of the GTC or that these requirements are met by third parties cooperating with it directly or indirectly (e.g., by submitting a TRACE certificate or its equivalent). The Customer shall have the right, if necessary, to make further demands on the Supplier regarding the ownership structure of the Supplier or the group of which it is a part, or the members of its statutory body, or the ownership of bank accounts. The Supplier is obliged to provide this information without delay.

34.11. **Violation notice.** Information about violations of the rules and policies under this article 34 of the GTC may be reported to by calling the toll-free answering service at 800 023 025, by emailing foreznai.audit@doosan.com, or by visiting the Compliance web platform at www.doosanskodapower.com. Notices can always be made anonymously.

35. Communication between the Parties

35.1. **Contact persons.** The parties are required to appoint representatives for the purpose of communication in connection with the Contract. If a Party's representative is not named in the Contract, then the relevant Party shall, within 7 days of the effective date of the Contract, notify the other Party in writing of (i) the name, (ii) the contact details and (iii) the scope of authority of its

representative. The representative shall represent and act on behalf of the Party to the extent of its authority and shall give all notices, instructions, information and all other communications under the Contract to that extent. Unless otherwise expressly stated in the Contract, any claim, instruction, communication of information, etc. must be delivered to the appropriate contact person of the other Party.

35.2. **Change of contact persons.** Each Party shall promptly notify the other Party in writing of any change in its contact details and/or change in contact persons.

35.3. **Methods of communication.** Unless otherwise expressly stated in the Contract, any claim, instruction, communication of information, etc. must be in writing and delivered:

35.3.1. in person at the other Party's registered office address or to the relevant contact person; or

35.3.2. by courier service; or

35.3.3. by post; or

35.3.4. by e-mail; or

35.3.5. by data message, if the other Party has a databox.

35.4. **Delivery.** By entering into the Contract, the Supplier agrees that the following rules apply for the purpose of service of correspondence between the Parties:

35.4.1. correspondence delivered in person shall be deemed to have been delivered at the moment of personal delivery;

35.4.2. correspondence sent by courier is deemed to have been received on the second day after dispatch;

35.4.3. correspondence sent by post to an address in the Czech Republic is deemed to have been received on the third day after posting;

35.4.4. correspondence sent by post to an address outside the Czech Republic is deemed to have been delivered on the fifth day after posting;

35.4.5. an e-mail sent to the address of the contact person of the other Party shall be deemed to have been received at the moment of sending.

35.5. **Language of communication.** All correspondence between the Parties concerning the Contract shall be in English or Czech. In the event of a conflict between the English and Czech versions of the same document, the Czech version shall prevail. Oral communication between the Parties may be in English or Czech; the Supplier is obliged to provide translation of the communication if the Customer so requests.

35.6. **Personal meetings of the Parties.** The Contract may specify the frequency and content of the Parties' personal meetings. The Supplier is obliged to take minutes of these personal meetings and submit them to the Customer for approval. By

entering into the Contract, the Supplier agrees that such personal meetings may also be attended by (i) representatives of the Investor, (ii) representatives of other suppliers of the Customer and (iii) legal, accounting, tax or other advisors of the Customer and auditors of the Customer.

36. Dispute resolution

36.1. **Arbitration clause.** All disputes arising from the Contract and/or the GTC and in connection with the Contract and/or the GTC shall be finally settled by the Arbitration Court attached to the Economic Chamber of the Czech Republic and the Agricultural Chamber of the Czech Republic in accordance with the Rules of Arbitration by a single arbitrator appointed by the President of the Arbitration Court.

36.2. **Conditions of arbitration.** By entering into the Contract, the Supplier agrees that:

36.2.1. arbitration shall be conducted as a simplified and expedited procedure under the Arbitration Rules;

36.2.2. arbitration will be a one-stage procedure;

36.2.3. arbitration proceedings shall be conducted in the Czech language;

36.2.4. place of arbitration is Prague; and

36.2.5. arbitration proceedings are governed by Czech law.

36.3. **Obligation of the Supplier to continue to perform the Contract.** The existence of a dispute between the Parties or the conduct of arbitration proceedings shall not be grounds for any amendment to the Contract or suspension or termination of the performance of the Subject of Performance by the Supplier.

36.4. **Main Contract disputes.** By entering into the Contract, the Supplier agrees that:

36.4.1. if a dispute arises between the Customer and the Investor arising out of or in connection with the Main Contract, the Investor shall join such dispute as an intervener on the side of the Customer without undue delay after being invited to do so by the Customer;

36.4.2. if a dispute arises between the Customer and any third party relating to the Main Contract or the Project, it shall join such dispute as an intervener on the Customer's side without undue delay after being invited to do so by the Customer;

36.4.3. when in the position of an intervener according to paragraph 36.4.1 or paragraph 36.4.2 of the GTC, he/she will actively act in favour of the Customer and defend the rights and interests of the Customer in the sport in question;

36.4.4. will fully respect and abide by the final decision rendered in the dispute pursuant to paragraph 36.4.1 or paragraph 36.4.2 of

the GTC insofar as it relates to the Subject of Performance and/or the Parties' rights and obligations under the Contract.

37. Assignment of rights, set-off

37.1. **Assignment of rights by the Supplier.** The Supplier is not entitled to:

37.1.1. assign (i) the Contract or (ii) any part of the Contract or (iii) any right, obligation or claim arising under or in connection with the Contract to a third party; and/or

37.1.2. create a lien in favour of a third party on (i) the Contract or (ii) any part of the Contract or (iii) any right, obligation or claim arising under or in connection with the Contract; without the prior express written consent signed by the Customer. Any assignment or creation of a lien pursuant to the preceding sentence without written consent signed by the Customer shall be void and shall entitle the Customer to refuse performance of the Contract. This provision does not apply to the conclusion of contracts with Subcontractors under the terms and conditions set out in article 24 of the GTC.

37.2. **Assignment of rights by the Customer.** The Customer is entitled, without any restrictions, to:

37.2.1. assign (i) the Contract or (ii) any part of the Contract or (iii) any right, obligation or claim arising under or in connection with the Contract to a third party; and/or

37.2.2. create a lien in favour of a third party over (i) the Contract or (ii) any part of the Contract or (iii) any right, obligation or claim arising under or in connection with the Contract.

By entering into the Contract, the Supplier undertakes to provide the Customer with the necessary assistance (including the signing of any documents or declarations) to assign rights or create a lien under this paragraph 37.2 of the GTC.

37.3. **Set-off by Supplier.** The Supplier shall not be entitled to set off any of its claims arising under or in connection with the Contract against any claims of the Customer without the Customer's prior written consent.

37.4. **Set-off by the Customer.** The Customer shall be entitled without any limitation to set off any of its claims arising under or in connection with the Contract (including outstanding claims for payment of the Contract Penalties) against any claims of the Supplier, in particular against the Supplier's claim for payment of the Price.

38. Final provisions

38.1. **Salvation Clause.** In the event that any provision of this GTC and/or the Contract is or becomes or is found to be invalid,

ineffective or unenforceable, the validity, effectiveness and/or enforceability of the remaining provisions of this GTC and/or the Contract shall not (to the maximum extent permitted by applicable law) be affected thereby. The Parties shall be obliged to replace such invalid, ineffective or unenforceable provision with a valid, effective and enforceable provision which will, to the greatest extent possible, have the same meaning and effect as the provision to be replaced and which is permitted by law.

38.2. **Statute of Limitations.** The statute of limitations for legal relations to which these GTC apply is 6 years.

38.3. **Publication of the GTC.** Individual versions of these GTC are published by the Customer on its Website (including the numerical designation of the specific version and the date of publication of the version). A reference to the current published version of the GTC shall be deemed sufficient, clear and certain for the relevant current version of the GTC to apply to the relevant legal relationship.

38.4. **Amendments to the GTC.** The Customer is entitled to make changes to the GTC at any time. Newly concluded Contracts will always be governed by the latest version of the GTC. The new version of the GTC shall be applied to the already concluded Contracts if both Parties agree to it; the procedure for approval of such change shall be in accordance with paragraph 4.12 of the GTC.

38.5. **Effectiveness of the GTC.** This version of the GTC is effective from 1/11/2025

Annex 1: Arrangements for processing personal data

- 1) This Annex to the GTC shall apply to cases where (i) the Supplier processes personal data for the Customer in the performance of the Contract and (ii) the Customer and the Supplier have not entered into a separate agreement on the processing of personal data. The arrangement of this Annex is a contract for the processing of personal data pursuant to article 28 of the GDPR.
- 2) Undefined words and phrases which are capitalised and which are not defined in this Annex shall have the meanings ascribed to them in the GTC.
- 3) When processing personal data, the Customer is the Data Controller and the Supplier is the Data Processor. The processing of personal data by the Supplier may only take place for the purpose of fulfilling its obligations under the Contract. The Supplier will only process personal data:
 - (i) provided to the Supplier by the Customer in connection with the concluded Contract and for the purpose of its performance;
 - (ii) obtained by the Supplier in the performance of the Contract, including personal data provided to the Supplier directly by the relevant data subject.

Personal data will be processed by the Supplier for the duration of its obligations under the Contract, unless the Contract itself provides for a shorter processing period. After the expiry of the agreed processing period, the personal data (including copies thereof) will be immediately returned to the Customer and deleted (without possibility of restoration) from all systems and media of the Supplier.

- 4) The Supplier is obliged to process personal data only in accordance with generally binding legal regulations (in particular GDPR), the Contract and the Customer's instructions. The Supplier is obliged to immediately notify the Customer in writing if it believes that its instructions regarding the processing of personal data are in breach of generally binding legal regulations. The Supplier is obliged to maintain the confidentiality of the personal data processed and not to use such data for purposes other than the performance of the Contract concluded with the Customer. If the Supplier discovers errors or

discrepancies in the processed personal data, it is obliged to immediately notify the Customer in writing.

- 5) The Supplier shall take and comply with technical and organisational measures to prevent unauthorised or accidental access to, loss or destruction of the personal data processed. Upon request, the Supplier will inform the Customer of the measures taken. The Supplier shall ensure confidentiality on the part of all persons involved in the processing of personal data. Personal data may only be disclosed to employees of the Supplier who (i) need access to such data for the performance of the Contract, (ii) have received training on the proper handling of personal data and (iii) are contractually bound to maintain the protection, security and confidentiality of the personal data processed. The provisions of article 6) below are not affected thereby.
- 6) The Supplier shall be entitled to involve a third party in the processing carried out (the so-called further processor) only (i) with the prior written and signed consent of the Customer and (ii) provided that it enters into a written contract with the further processor for the processing of personal data that ensures at least the same level of protection of personal data as this arrangement with the Customer; at the Customer's request, the Supplier shall submit such contract to the Customer for review. The Supplier shall inform the Customer well in advance of any intended changes in the persons of other processors and allow the Customer to object to such changes. The Customer's objections are binding on the Supplier. The Supplier is fully responsible for all processing of personal data carried out by other processors.
- 7) In the event of a breach of the security of personal data processed by the Supplier for the Customer, the Supplier shall (i) immediately take all appropriate remedial measures to eliminate the causes of such breach, (ii) promptly, and in any event within 24 hours at the latest, inform the Customer of the personal data breach together with details (in particular, the estimated number of data subjects affected, the scope of the personal data affected, the impact of the personal data breach and a description of the measures taken by the Supplier). The Supplier shall take such measures to ensure that the personal data breach cannot be repeated in the future, including measures reasonably requested by the

Customer. The Supplier's compliance with its obligations under this clause shall not affect its obligation to compensate in full for any damages incurred in connection with a breach of security of personal data processed by the Supplier for the Customer.

- 8) The Supplier shall not transfer personal data processed for the Customer outside the European Union and the European Economic Area without the Customer's prior written and signed instruction.
- 9) At the Customer's request, the Supplier will assist the Customer in exercising the rights of data subjects under Chapter III of the GDPR. In this context, the Supplier declares that it has the means and has taken measures to comply with the rights of the data subjects whose personal data the Supplier processes for the Customer in accordance with the GDPR. At the Customer's request, the Supplier shall (i) allow the Customer to audit the processing of personal data carried out by the Supplier on behalf of the Customer and (ii) provide reasonable assistance in assessing the impact on the protection of personal data.
- 10) The Supplier shall not be entitled to any special remuneration for the performance of its obligations under this Annex. Such remuneration is included in the Contract Price.