

General Terms and Conditions of Business of EQUANS Services a.s., EQUANS Facility s.r.o. and EQUANS Optimal s.r.o.

1. Scope of Validity and Definitions of Terms Used

1.1. These General Terms and Conditions of Business (hereinafter also referred to as the “Terms”) govern contractual relations between the company

- EQUANS Services a.s., registered number: 261 21 603, registered office: Prague 4, Kamýk, Lhotecká 793/3, post code: 143 00, entered in the Commercial Register maintained by the Municipal Court in Prague, file reference B 6192,
- EQUANS Facility s.r.o., registered number: 101 69 199, registered office: Prague 4, Kamýk, Lhotecká 793/3, post code: 143 00, entered in the Commercial Register maintained by the Municipal Court in Prague, file reference C 7358, or
- EQUANS Optimal s.r.o., registered number: 283 87 252, registered office: Prague 4, Kamýk, Lhotecká 793/3, post code: 143 00, entered in the Commercial Register maintained by the Municipal Court in Prague, file reference C 137963

(hereinafter referred to as the “Buyer”, the “Client” or “EQUANS”), having the position of the buyer (in the case of a purchase contract) or the client (in the case of a contract for work), and an entity (hereinafter the “Seller”, “Contractor” or “Supplier”) that has, regarding EQUANS, the legal position of the seller (in the case of a purchase contract) or the contractor (in the case of a contract for work).

1.2. These General Terms and Conditions of Business are available without restriction at the EQUANS website - <http://www.equans.cz>.

1.3. When used in these General Terms and Conditions of Business or other documents concerning a commercial relationship between EQUANS and a Supplier governed by these General Terms and Conditions of Business, the following terms will have the meanings set out below:

“Purchase Contract” means a purchase contract in accordance with Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter the “Civil Code”);

“Contract for work” means a contract for work in accordance with the Civil Code;

“Contract” means both a Purchase Contract and a Contract for work;

“Subject of Sale” means an item that the Seller is to sell in accordance with a Purchase Contract into the ownership of EQUANS, as the Buyer;

“Work” means work that the Contractor is to perform in accordance with a Contract for work for EQUANS, as the Client;

“Performance” means both a Subject of Sale and Work;

“Price” means the purchase price or price of Work;

“Order” means a proposal for the conclusion of a Contract made by EQUANS to the Supplier;

“Offer” means a proposal for the conclusion of a Contract made by the Supplier to EQUANS.

2. Establishment of Contract, Subject of Contract and Other Requisites

2.1. Order – an Order is specific, is designated as such and contains all the material requisites of a Contract (i.e. in the case of a Purchase Contract, in particular, the identification of the Subject of Sale, the handover date for the Subject of Sale to EQUANS and the purchase price excluding VAT; in the case of a Contract for work, in particular, the identification of the Work, the handover date to EQUANS and the Price of the Work excluding VAT). Unless the Order expressly states the place of handover of Performance, the place of handover of Performance is the registered office of EQUANS. Unless an Order expressly provides otherwise, it can be accepted in writing or electronically. Provided EQUANS does not refuse Performance without undue delay, the Contract is also concluded by conduct if the Supplier provides fulfilment in accordance with the Order. EQUANS is entitled to rescind its Order in full or in part at any time before the delivery of the Supplier's notification on the acceptance of EQUANS's Order. EQUANS is obligated to promptly inform the Supplier of the rescinding of an Order. A reply by the Supplier that defines the content of a proposed Contract in other words is not the acceptance of an Order. EQUANS rules out the acceptance of its Order with an addendum or a variation by the Supplier, even if it does not materially change the Order, in accordance with Section 1740(3), second sentence, of the Commercial Code.

2.2. Offer – an Offer must be specific and must contain all the material requisites of a Contract (i.e. in the case of a Purchase Contract, in particular, the identification of the Subject of Sale, the handover date for the Subject of Sale to EQUANS and the purchase price excluding VAT; in the case of a Contract for work, in particular, the identification of the Work, the handover date to EQUANS and the Price of the Work excluding VAT). Unless an Offer expressly states the place of handover of Performance, the place of handover of Performance is the registered office of EQUANS or another place designated by EQUANS. Unless an Offer expressly states a different period for its acceptance, it can be accepted within 30 days of delivery to EQUANS. If the acceptance of the Offer is sent within the deadline for the acceptance of an Offer, it applies that the deadline has been met. In the event an Offer is not accepted in writing, a Contract does not arise.

2.3. Performance is precisely specified by the parties, in a mutually confirmed and approved (accepted) Order or Offer or written Contract and other documentation (if drafted and handed over for an Order, Offer or written Contract), and by the provisions of these General Terms and Conditions of Business. The Supplier undertakes to hand over to EQUANS a subject of Performance fully corresponding to the Contract, documentation and requirements of EQUANS, statements that are express or result from the needs of EQUANS or the character of Performance. The Supplier undertakes that it will arrange, at its expense, everything it needs for the performance in full of all its duties in accordance with the Contract. A unilateral change to a requirement concerning Performance made by EQUANS is possible, provided that the Performance has not yet been accepted by EQUANS.

2.4. Acceptance of Performance from the Supplier, payment for it by EQUANS or any other actions by EQUANS do not mean it approves the terms and conditions of business or forms of the Supplier.

2.5. The Supplier undertakes to draw EQUANS's attention in writing to unsuitable instructions concerning Performance in an Order, Contract, documentation or requirements that EQUANS handed over or provided to it, promptly after receiving of the aforementioned documents.

2.6. The Supplier and EQUANS are obligated to provide each other with the necessary co-operation for full compliance with duties in accordance with the Contract. The Supplier and EQUANS are obligated to appoint persons that will arrange mutual contact and cooperation and will deal with matters arising during fulfilment of obligations in accordance with the Contract and verification thereof. In the case of a change to such person or if it is impossible for a named person to arrange mutual contact,

cooperation and to deal with matters arising during the performance of a Contract, the Supplier and EQUANS are obligated to promptly appoint another person that arranges mutual contact, cooperation and dealing with matters arising during the performance of the Contract and notify the other contracting party of the change made. Mutual contact between the Supplier and EQUANS will take place in person, in the event of necessity contact can take place in writing or electronically. The Supplier and EQUANS undertake, in the event of a request by either of them, to make a written record of contacts, materials handed over or other facts, signed by the persons acting for them.

3. Deadline for Handover of Performance

3.1. The Supplier is obligated to hand Performance over to EQUANS or a person authorised thereby duly and on time by the deadline, in the handover place and under the conditions stated in the Contract or that result from the Terms. In the event the Supplier is obligated to hand over Performance at multiple places or progressively in parts based on a binding timetable for the handover of Performance, the Supplier is obligated to hand over to EQUANS or a person authorised thereby the relevant part of Performance duly and on time by the deadline resulting from the binding timetable for the handover of Performance, in the place of handover of such part of Performance and under the conditions stated in the binding timetable, in the Contract or resulting from the Terms.

3.2. If there is a risk of any delay by the Supplier performing its duties to EQUANS (even if there is no immediate threat to the date of handover of Performance), the Supplier is obligated to promptly inform EQUANS, state the reasons for the delay, its expected length, the influence of the delay on the performance of the Supplier's duties and request from EQUANS instructions on how to proceed. In such case EQUANS is entitled to withdraw from the Contract, but it is obligated to promptly notify this to the Supplier.

3.3. The Supplier is obligated to (unless a different deadline results from its duties), no later than the day of handover of Performance, hand over to EQUANS all declarations of conformity in accordance with Act No. 22/1997 Coll., on technical requirements for products and on the amendment and supplementation of some acts, as amended, (hereinafter the "Act on Technical Requirements for Products") and other legal regulations, declarations of the origin of Performance, all delivery bills, warranty and safety sheets, certificates, technical documents, accompanying technical documentation and diagram documentation, operating manuals, plans for assembly, including all connections and construction necessities, instructions for processing, storage and operating regulations, regulations for maintenance, notifications of hazardous properties of Performance and instructions for safety measures or other documentation required by EQUANS in the form it states, in accordance with valid technical and legal standards that are binding on both contracting parties. A delivery bill must contain, at least, the date, the designation of the Supplier and EQUANS, their registered offices and registered numbers, the identification of the Order, Offer or Contract, precise designation of Performance, its serial or other numbers, identification data for persons signing the delivery bill, unless EQUANS requires the statement of other data on the delivery bill. In the event of the progressive handover of Performance or the handover of part of Performance, such method of Performance must be clear from the delivery bill. Unless the Order, Offer or Contract states otherwise or unless EQUANS requests the handover of documents in other languages, all documents will be in Czech. The Supplier is obligated to arrange and hand over to EQUANS all documents at its own expense. In the event the Performance or part thereof comes from another country, the Supplier is obligated to draw EQUANS's attention to this and perform all legal, formal, financial and other duties resulting from this fact in such a manner that EQUANS does not incur any costs and can use the Performance in any place and at any time immediately after it is handed over.

3.4. If, during the course of performance of duties by the Supplier, there is a delay meeting the deadline for handing over Performance due to extraordinary or unforeseeable obstacles arising independently of its will that prevent it from performing its duties, the Supplier can request an extension of the period for the handover of Performance, but for no more than the period that prevented compliance with the original handover date for Performance. In the event such obstacle arises, the Supplier is obligated to, promptly and in writing, notify EQUANS of the reasons it will not be possible to meet the Supplier's duties in full and in time, and to also take all measures to overcome such reasons. Non-compliance with such duties of the Supplier will have as a consequence the termination of the Supplier's right to claim such obstacle and request an extension of the period for Performance. An obstacle arising due to personal relations of the Supplier or arising at a time the Supplier was late performing a contractual duty and an obstacle that the Supplier was obligated to overcome in accordance with the Contract does not release it from the duty to compensate for damage arising due to the delay.

3.5. EQUANS will not accept changes to a date of performance of a duty of the Supplier in the event of a change to the dates caused by the Supplier or a third party that contributes to the performance of the Supplier's duties in accordance with its will.

3.6. Performance is regarded as having been properly handed over by the Supplier and accepted by EQUANS on the day of the acceptance of Performance by EQUANS under a record. EQUANS is not obligated to accept Performance in the event that it has any defects or shortcomings, even if such defects and shortcomings do not prevent its ordinary use for the purpose for which the Performance was designated. EQUANS is also not obligated to accept Performance in the event that all documents for the Performance are not handed over to it together with the Performance or if the documents are not original, complete or have other shortcomings. EQUANS is also not obligated to accept Performance in the event that the agreed spare parts or other things are not handed over together with Performance or if they have shortcomings.

3.7. In the event that in accordance with the Contract the Supplier is obligated to perform assembly, bringing into operation, training of operators, testing or any other duty concerning Performance, Performance will be accepted by EQUANS only after full compliance with such duties by the Supplier. The Supplier is obligated to arrange full compliance with such duties at its expense, and prove full compliance with such duties to EQUANS.

3.8. If EQUANS accepts Performance, although it is not obligated to do so, the facts justifying the non-acceptance of Performance will be recorded and the contracting parties will agree a date by which such defects or shortcomings will be corrected by the Supplier. This date, however, cannot be regarded as a change to an originally set date for compliance with duties by the Supplier and when assessing EQUANS's claims against the Supplier due to a delay handing over Performance the originally set date for handover of Performance by the Supplier is binding.

3.9. Performance is always an independent unit and it will be handed over at one time, unless the contracting parties agree otherwise. The handover of part of Performance is possible only if it is contractually agreed or if EQUANS agrees to this.

3.10. Before the date of handover of Performance agreed in the Contract, the Supplier is entitled to hand over Performance only with EQUANS's consent. In such case, however, the Supplier is entitled to issue a statement of account for the Price of Performance only after the date for handover of Performance agreed in the Contract passes and provided all the conditions for the arising of the Supplier's right to issue a statement of account are met.

3.11. In the event that the acceptance of Performance requires EQUANS's cooperation, the Supplier is obligated, a sufficient time in advance, to inform EQUANS of what cooperation is necessary from it for the acceptance of Performance. If the Supplier fails to do so, EQUANS is not late accepting Performance until the moment a reasonable period passes from the delivery of such information from the Supplier to EQUANS.

3.12. EQUANS is entitled, at any time, to instruct the Supplier to suspend performance of its duties. In this case the Supplier is obligated to promptly suspend its activities until the time it receives from EQUANS an instruction to continue with Performance or until the period of suspension set by EQUANS in the request for suspension has elapsed. The Supplier is not entitled to request from EQUANS, in the first 15 days after the day of suspension of Performance, the payment of a storage fee or any other costs it incurs due to the suspension. The dates of performance of duties by the Supplier as a consequence of a request for suspension from EQUANS are extended by the period of suspension requested by EQUANS.

3.13. The Supplier is obligated to ensure that the persons that perform its duties to EQUANS in the place set by EQUANS respect all measures, instructions and prohibitions from EQUANS or persons acting based on an instruction from EQUANS. In particular, this concerns the duties to respect internal safety regulations for presence on the premises of EQUANS, move around only in the defined area, prove their identity on request, use clothing identifying the Supplier and perform other duties resulting for Suppliers from the General Business Terms and Conditions, the Contract or legal regulations.

4. Price and Payment Terms

4.1. The Price is set as a fixed, contractual price excluding VAT.

4.2. The Price includes full Performance, is final and valid for the entire duration of the Contract, unless amended. Any increase or reduction in the Price is possible only based on an amendment to the Contract approved by the contracting parties. The Supplier accepts and bears the risk of a change of circumstances in accordance with Section 1765(2) of the Civil Code.

4.3. The Price will be billed based on the Contract and after the full performance of the Supplier's duties to supply Performance to EQUANS and the items pertaining to it and to perform all duties on the Supplier's part.

4.4. If the Price depends on weight, volume, length or other properties of Performance, the Price will be billed in accordance with the actual net weight, volume, length or other properties of Performance ascertained by EQUANS during the handover of Performance. It is not permissible to deliver Performance with lesser properties in terms of weight, volume, length or other property of the Performance or with any deviation.

4.5. The Price cannot be increased due to inflation, changes to exchange rates, legislative changes or any other influences, with the exception of conditions specified in these Terms and Conditions of Business or in the Contract.

4.6. The Price includes all costs of the Supplier necessary for the full performance of its duties in accordance with the Contract, in particular all costs of construction assistance, scaffolding, the costs of energy, movements of materials to the place the Work is performed, protective equipment, the costs of occupational health and safety, fire safety, environmental protection, personnel costs related to the Supplier's own employees and other persons that the Supplier uses to perform its duties, the costs of transport to the place of handover of Performance, insurance, packaging, taxes (with the exception of VAT), customs duties and other charges, the price of documentation, assembly, bringing

into operation, training of staff, testing, the activities of the foreman and other qualified persons when performing duties regarding EQUANS, the costs necessary for the approval of the Work or any other costs incurred by the Supplier that the Supplier is obligated to pay with regard to Performance, transport or other circumstances.

4.7. The Price will be paid to the Supplier based on a tax document. This document will always have complete requisites and annexes stated by these Terms and Act No. 235/2004 Coll., on value added tax, as amended (hereinafter the “VAT Act”). Payments will be made in the currency stated in the Contract.

4.8. A delivery bill on the acceptance of Performance confirmed in writing by EQUANS will always be annexed to the tax document. The tax document will be sent to EQUANS electronically in .pdf format. In the event of the electronic sending of a tax document to EQUANS Services a.s. to the e-mail address faktury.cz@equans.com, in the case of EQUANS Facility s.r.o. to the e-mail address fm.faktury.cz@equans.com, in the event of the electronic sending of a tax document to EQUANS Optimal s.r.o. to the e-mail address eo_faktury.cz@equans.com. In case that the tax document cannot be sent electronically it will be sent by mail to the address of EQUANS’s registered office no later than 15 days after the acceptance of Performance or by another deadline agreed in the Contract.

4.9. Tax documents are payable by the deadline agreed in the Contract, otherwise within sixty calendar days of the day of delivery of an invoice to the Client’s registered office, or to another place for the delivery of invoices determined in the Contract. By this deadline EQUANS is not obligated to pay part of the Price corresponding to the retention money agreed in this Contract. A tax document is regarded as having been paid on the day the relevant amounts of the Price are debited to EQUANS’s account. EQUANS is not obligated to pay any tax document, if it ascertains that Performance or another duty of the Supplier to EQUANS has defects, was not performed in full or as a consequence of the Supplier’s activities (or inactivity) EQUANS suffered or is at risk of suffering damage. In the event that it is damage that can be calculated, EQUANS is entitled to set off its claim for compensation for damage against the Supplier’s claim resulting from a tax document and is obligated to pay the Supplier only the difference between the amount billed under the tax document and the compensation for damage set off. EQUANS is obligated to promptly inform the Supplier of the reason and extent of the non-payment of a tax document. The Supplier is obligated to promptly propose to EQUANS the method of correcting defects or compensating EQUANS for damage, if EQUANS has not yet set off a claim for compensation for damage.

4.10. A tax document must always contain:

- The number of the Contract (Order) and the name of Performance, or other information concerning Performance, if such request is made by EQUANS to the Supplier at any time before the issue of a tax document;
- The number of the Supplier’s account. The number of the Supplier’s account must be a bank account published in the manner stated in the VAT Act;
- The requisites stated by the VAT Act;
- Information about the Supplier’s entry in the Commercial Register, including the file number;
- The day of acceptance of Performance by EQUANS;
- The due date in accordance with the General Terms and Conditions of Business or in accordance with the Contract, Offer or accepted Order;
- The billed amount divided into the actual payment and VAT.

If the Price comprises several items, the Supplier is obligated, on the tax document, to fully specify the individual items.

4.11. If the tax document does not contain the requisites stated in the General Terms and Conditions of Business or other information concerning Performance, if the request for the statement of such information on a tax document is made by EQUANS regarding the Supplier at any time before the issue of the tax document, EQUANS is entitled to return the tax document to the Supplier for correction and not enter such tax document in its system. If a tax document is returned, the reason for return will always be stated in writing. The payment period starts to run again from the very beginning on the day of delivery of a corrected tax document to EQUANS.

4.12. EQUANS does not provide advance payments in connection with the Supplier's Performance. If EQUANS pays the Supplier an advance on the Price, such advance will be taken into account by the Supplier when preparing a tax document and will be set off against the Price of Performance by the Supplier. The Supplier cannot regard such advance as a severance fee or use it in another manner. In the event EQUANS withdraws from the Contract, the Supplier is obligated to return the whole advance to EQUANS promptly.

4.13. The payment of any amount by EQUANS does not entail the acknowledgement of an obligation to pay a remaining amount or acknowledgement that the Supplier duly performed its duties to EQUANS. The payment of any amount by EQUANS does not mean EQUANS waives the right to request the return of an amount paid or part thereof, if EQUANS becomes entitled to the return of the amount paid or its part to the Supplier and does not release the Supplier from its duty to return such amount to EQUANS.

4.14. A receivable of the Supplier from EQUANS cannot be assigned to a third party or pledged in favour of a third party without EQUANS's prior written consent. Without EQUANS's prior written consent, it is not possible to assign to a third party or otherwise transfer any other right or duty of the Supplier.

4.15. In the event that the Supplier becomes or is an unreliable payer in accordance with Act No. 235/2004 Coll., on value added tax, EQUANS is entitled to, as it sees fit, pay an amount corresponding to value added tax due from taxable performance accepted by EQUANS from the Supplier, instead of to the Supplier, to a bank account of the relevant tax administrator of the Supplier designated for the payment of value added tax, where the payment is identified as a payment of VAT under the Supplier's tax ID number, or to withhold an amount corresponding to value added tax payable from taxable performance received by EQUANS from the Supplier, until the time the tax administrator publishes, in a manner enabling remote access, information stating that the Supplier is not an unreliable payer.

4.16. In the event that EQUANS ascertains that the Supplier has not paid due and properly arising receivables of its subcontractors for Performance related to performance of the Supplier's duties to EQUANS, EQUANS is entitled to request from the Supplier that it concludes with EQUANS an agreement according to which EQUANS can perform direct payment of the subcontractors' receivables, which would release EQUANS from its duty towards the Supplier to the extent of such amount paid. EQUANS can set off such amount paid against the next receivables due to the Supplier. From the moment the Supplier is late paying liabilities to the aforementioned subcontractors until the moment its obligations are settled in a manner regarded by EQUANS as sufficient, EQUANS is not late paying its liabilities to the Supplier.

5. Supplier's Duties

5.1. The Supplier will transfer the Performance to the ownership of EQUANS free of any actual or legal defects. The Supplier is liable for the non-existence of such defects. The Supplier undertakes that its activities during the performance of duties to EQUANS or the result of such activities do not breach

any third-party rights, and that even after the performance of its duties no third-party rights will be breached.

5.2. The Supplier is obligated, at its expense, to perform a check on Performance and its functionality corresponding to the requirements of EQUANS and to record the result of this check in documentation that it will hand over to EQUANS during the handover of Performance. The Supplier is responsible for the correctness and completeness of information about checks on Performance made and its functionality, even in the event checks are performed by a third party. If the Supplier does not do so or it is not clear that the Performance has been fully checked, EQUANS is not obligated to accept the Performance. In the event that EQUANS accepts Performance even though the Supplier did not perform its duties, the Supplier is obligated to compensate EQUANS for all costs that it incurs in connection with the performance of a check on Performance and its functionality.

5.3. In the event that EQUANS asks for the option of attending a check on Performance and its functionality before acceptance, the Supplier is obligated to demonstrably call on EQUANS to attend a check, at least five days before the performance of the check. In the event that the Supplier fails to perform this duty, EQUANS is entitled to request a check on Performance with the attendance of EQUANS, at the Supplier's expense.

5.4. EQUANS is entitled to test Performance and its functionality before acceptance of Performance and after its acceptance. If a test proves that the Performance has defects, the Supplier is obligated to reimburse EQUANS for the costs that arise in connection with the test, including any costs for an expert examination by an expert determined by EQUANS.

5.5. The Supplier will call on EQUANS, at least five days before the planned date of handover of Performance, to accept it at the designated place, at a precisely specified time, where the set time must correspond to EQUANS's ability to accept the subject of Performance.

5.6. The Supplier can use part or the whole of Performance for its presentation or advertising only with the prior written consent of EQUANS.

5.7. The Supplier is obligated to enable EQUANS to perform a check on full performance of duties by the Supplier, through a person it authorised to perform a check.

5.8. The Supplier is obligated to package Performance and properly secure it for the purposes of transport to the handover place with regard to the character of Performance and in a manner minimising the negative impact on the environment, in such a manner that it is possible to ensure protection and conservation of the Performance during transport. In the event of a need for special care when unpacking Performance or other handling of it, the Supplier is obligated to, for free, perform unpacking or other handling of it or hand over written instructions for unpacking or other handling of Performance in a packaged state to EQUANS a sufficient time in advance before the date for handover of Performance. The price of packaging is included in the Price. If EQUANS so requests, the Supplier is obligated to ensure the unpacking of Performance in the place of handover of Performance and disposal of packaging at its own expense.

5.9. If EQUANS so requests, the Supplier is obligated to prove to EQUANS that the Supplier became the owner of the Performance, its part or the materials from which it was made or prepared, that it is the legitimate user of the industrial or intellectual property rights necessary for the delivery of the Performance to EQUANS and that it has made all mandatory payments resulting therefrom. If the Supplier fails to prove these facts within a reasonable period after the delivery of the call from EQUANS, EQUANS is entitled to withdraw from the Contract.

5.10. If EQUANS so requests, the Supplier is obligated to promptly submit to EQUANS a list of persons that cooperate with the Supplier on the performance of the Supplier's duties to EQUANS, or persons that supplied the Supplier with significant parts or materials used by the Supplier to prepare or make the Performance or other service that the Supplier needs for the performance of its duties to EQUANS. EQUANS is entitled to ask that the Supplier arrange the performance of its duties itself or through other third parties in the event that the full performance of the Supplier's duties using the third parties selected by the Supplier is at risk. In such case the Supplier is obligated to promptly arrange compliance with its duties by itself or through other third parties and to inform EQUANS. If the Supplier fails to perform these duties within a reasonable period after the delivery of the call from EQUANS, EQUANS is entitled to withdraw from the Contract.

5.11. The Supplier is obligated to perform its duties to EQUANS in full, regardless of whether it performs a certain part of the duties itself or it performs them with the help of third parties. The Supplier is liable for performance by all its subcontractors the same as if it acted itself.

5.12. The Supplier undertakes to perform its duties through its employees that have the relevant qualifications, are fully trained by the Supplier regarding all security risks concerning the realisation of Performance, as well as occupational health and safety, and have the relevant authorisations to perform the activities. The Supplier undertakes to comply with all its legal and contractual duties to its employees, in particular not to breach the Act No. 262/2006 Coll., the Labour Code, as amended (hereinafter the "Labour Code"), Act No. 435/2004 Coll., the employment act, as amended, and legal regulations governing occupational health and safety.

5.13. The Supplier undertakes to be insured against liability for damage caused to EQUANS and, at this company's request, to prove with the relevant documents (insurance contract, insurance policy, etc.) the existence, extent and conditions of its insurance and the full performance of duties under the insurance contract. In the event that the Supplier's insurance does not correspond to the damage that EQUANS could suffer for reasons on the Supplier's part, the Supplier is obligated, promptly after the delivery of a request by EQUANS, to conclude such insurance that will correspond to the damage EQUANS is at risk of suffering, and submit to it the relevant documents (insurance contract, insurance policy, etc.) concerning such insurance. In the event the Supplier fails to comply with these duties by a reasonable time, EQUANS is entitled to withdraw from the Contract.

5.14. The Supplier undertakes to fully comply with the duties resulting from decisions by administrative bodies, if such decisions were delivered to the Supplier and concern its duties to EQUANS.

5.15. In the event that the subject of Performance is construction work, the Supplier, as the construction contractor, has the following duties, in particular:

- To draft with EQUANS a record of the handover of the building site in the form of a record of handover and acceptance of building site. Such record must always be signed by the responsible representatives of both contracting parties;
- To maintain, for the period of performance of the Work, a site log to the extent stipulated by Act No. 183/2006 Coll., on town and country planning and the building rules, as amended (hereinafter the "Building Act"), and Decree of the Ministry for Local Development No. 499/2006 Coll., on documentation for buildings, as amended (hereinafter the "Decree on Documentation for Buildings"). In the event that EQUANS makes an entry in the site log, the Supplier is obligated to make a statement on this within three business days. If the Supplier fails to make a statement on an entry by such deadline, it applies that the Supplier has agreed to the entry. The site log will be available to EQUANS for the entire period of the performance

of the Work without any restriction and EQUANS is entitled to remove parts filled in from the site log in ongoing fashion. The site log will be handed over to EQUANS at the moment the Work is handed over;

- To arrange the necessary co-operation for the entire duration of the performance of the Work at the building site, which is regarded as meaning the regular presence of a worker of the Supplier authorised to act in matters concerning the performance of the Work and occupational health and safety. The Supplier will state the name of such person to the Client, including any changes;
- If, during the performance of the Work, defects are ascertained in the project documentation handed over, the Supplier will arrange the prompt correction of defects ascertained in the project documentation handed over in such a manner that such defects do not make the completion of the Work in full and on time impossible for the Supplier. Any defects in the documentation will be notified by the Supplier promptly to a representative of EQUANS authorised to technical discussions;
- To arrange and guarantee the activities of a site foreman in accordance with the Building Act and other legal regulations, as amended. The Supplier is obligated to notify EQUANS of the responsible person of the Supplier handling the activities of the site foreman no later than the day of handover of the building site and state it in the record of handover and acceptance of the building site. The site foreman is responsible for the specialist realisation of the subject of Work, in particular:
 - manages the method and procedure for realisation of the Work in such a manner that occupational health and safety, full installation and operation of the technical equipment, specialist storage of machinery and equipment, maintenance of the site log, etc. is ensured;
 - is responsible for the compliance of the spatial position of the Work with documentation, for compliance with general technical requirements for the realisation of the Work, valid standards and other technical regulations and for compliance with the conditions of decisions issued for the realisation of the Work (in particular a zoning decision and a building permit);
- To demonstrably and a sufficient time in advance call on EQUANS to check or, as the case may be, accept covered parts of the Work. The call requires an entry in the site log and notification of the date of the check by EQUANS, at least three business days before the covering of the part of the Work. In the event the Supplier covers part of the Work without a prior request for a check by EQUANS, EQUANS is entitled to request the uncovering of such part of the Work at the Supplier's expense for the purpose of a check;
- To perform a daily check on electrical equipment at the place of performance of the Work under current or other important equipment and record the result of such check in the site log;
- A sufficient time in advance before the handover of the Work, to hand over to EQUANS technical documentation that is necessary for occupancy approval proceedings, handover by the investor and user and documentation on the as-built state of the Work;
- To call, a sufficient time in advance, on EQUANS, in particular through an entry in the site log, to start acceptance proceedings or the performance of tests. A call will be effected always at least three business days before the start of acceptance proceedings or the performance of tests. The results of the acceptance proceedings or tests will be reflected in a record signed by both contracting parties;

- To enable, a sufficient time in advance, due performance of a check on the Supplier's activities when performing the Work, through authorised technical supervision or any other person that EQUANS authorises to perform a check;
- To train and notify its employees of all risks at the building and determine the method of protection and prevention of accidents and other damage to health. The Supplier will submit to EQUANS a written document on training, including a complete assessment of all safety risks. The Supplier undertakes that it will arrange its own supervision of occupational safety in accordance with the Labour Code and other valid legal regulations;
- To equip its employees with personal protective equipment, work clothing and footwear, washing, cleaning and disinfection products and protective drinks by profession, activity and risk and check their correct use;
- In the event of an injury of an employee of the Supplier or another person at the building site, to investigate the circumstances of the accident, draft a record of the accident, take all other actions resulting from the accident and inform EQUANS of it;
- To ensure and check compliance with legal regulations governing environmental protection, waste disposal and environmentally-friendly prevention by all persons present at the building site with the Supplier's knowledge, and the performance of measures set in accordance with requirements for a certified environmental management system in accordance with the relevant ISO standards or other standards;
- To dispose of all waste and packaging arising during the performance of the Work no later than the day of handover of the Work to EQUANS;
- To vacate the building site no later than the day of handover of the building site to EQUANS, not to enable the presence of unauthorised persons at the building site and to secure the building site against entry by such persons. The Supplier is liable for all activities by unauthorised persons at the building site and the consequences of such activities and is obligated to inform EQUANS of such consequences;
- In the event that, during the performance of the Work, it is necessary to arrange a decision or change to a decision of any bodies (e.g. construction, transport, energy, environmental protection, water management, public health, etc.), the Supplier is obligated to promptly notify EQUANS, to arrange the issue of such decisions or changes to decisions together or in accordance with the instructions of EQUANS, in the event of the granting of a power of attorney by EQUANS for representation to act duly as its representative and to provide EQUANS with all co-operation during negotiations with the aim of achieving decisions or changes to decisions by such bodies;
- In the event that authorised other persons having a contractual relationship with EQUANS are present at the building site, the Supplier undertakes to enable such persons to duly perform their duties to EQUANS and to coordinate its own activities with them. Any conflicts between the Supplier and such persons or defects in the activities of such persons ascertained by the Supplier must be promptly notified to EQUANS;
- On the building site to perform only such activities that are necessary for the performance of the Work. The Supplier must not bring in or store hazardous materials or equipment at the building site, perform experiments, dangerous activities or other activities that could cause damage, put back or make impossible the performance of the Supplier's duties or have another negative consequence.

5.16 In the course of the business relationship the Supplier is obliged to comply with EQUANS regulations resulting from the established quality system (ČSN ISO 9001), environmental management system (ČSN ISO 14001), occupational safety system (ČSN ISO 45001) and energy management system

(ČSN ISO 50001). Furthermore, the Supplier is obliged to enable EQUANS to perform customer inspections (audits) to verify the compliance with the production quality standards and compliance with occupational health and safety rules and fire protection rules relating to the Performance provided by the Supplier, including the compliance therewith by all subcontractors of the Supplier.

6. Ensuring Safety

6.1. The Supplier will notify EQUANS of all circumstances that could lead, during any handling and use of Performance, to a threat to the life or health of any persons, to a threat to operations, technical equipment, the environment, buildings or other property or rights.

6.2. If it is possible, in connection with Performance, for environmental, public health or safety risks to arise or special rules or regulations apply for the use of Performance or handling of it or its parts, the Supplier is obliged to promptly notify EQUANS in writing of such facts. In the event of a breach of this duty, the Supplier is obliged to compensate for all damage or other harm that EQUANS or a third party suffers or pay EQUANS an amount that EQUANS pays to a third party due to compensation for damage or other harm.

6.3. The Supplier is obliged to train and notify EQUANS employees or persons it designates of all risks that could occur during the handling and use of Performance, and determine the method of protection and prevention of accidents and other damage to health or other harm. The Supplier will submit to EQUANS a written document on training, including a complete assessment of all safety risks.

6.4. The Supplier is responsible for compliance with legal regulations governing environmental protection, waste disposal and environmentally-friendly prevention, until the acceptance of Performance by EQUANS. The Supplier is obliged, in the case of a request by EQUANS, to issue a written confirmation of compliance with this duty and hand all documents over to EQUANS.

6.5. The Supplier undertakes to remove, at its own expense, all waste and packaging that arise during the performance of its duty until the moment of acceptance of Performance by EQUANS or that arise when unpacking Performance. Waste and packaging will be removed by an authorised person and the Supplier will keep records in accordance with Act No. 451/2020 Coll., about waste, as amended (hereinafter the "Act on Waste").

6.6. The Supplier is obliged to promptly perform all acts that are necessary to remove a risk to the life and health of any persons, a threat to operations, technical equipment, the environment, buildings or other things or rights and that EQUANS or a person it authorises legitimately requires.

6.7. Duties that the Supplier has in relation to its employees are also held by the Supplier regarding other persons that participate in the realisation of Performance.

7. Transfer of Risk of Damage, Transfer of Ownership Right, Warranty, Defects in Performance

7.1. The risk of damage to Performance is transferred from the Supplier to EQUANS at the moment EQUANS accepts full Performance from the Supplier. At this moment EQUANS becomes the owner of Performance and the warranty term also starts to run, unless the Contract or these General Terms and Conditions of Business provide otherwise. If the Supplier performs the Work at EQUANS's place of business, on its land or on land that EQUANS has acquired, the Supplier will bear the risk of damage to the Work, but its owner is EQUANS, unless the Contract provides otherwise.

7.2. The Supplier provides EQUANS with a warranty term lasting 36 months and, in the case of the delivery of construction work, 60 months from the acceptance of Performance by EQUANS, unless the Contract provides otherwise. In the event that the Supplier provides a warranty for individual

components and parts of Performance in accordance with the Contract that is different to the whole of Performance, such components or parts of Performance will be precisely specified in a separate list, which will be stated in the handover record, including the warranty term. In the event that EQUANS re-sells Performance or part thereof, hands it over or otherwise provides it to a third party, without using the Performance or part thereof, the warranty term starts to run at the moment of acceptance of the Performance or part thereof by such third party.

7.3. Performance has defects if it does not correspond to the designated result, purpose or use, or does not have the properties set by the Contract and generally binding legal regulations. Aesthetic defects (e.g. scratches, inconsistent colouring, etc.) are regarded as defects, even if they do not have an influence on the functionality of Performance.

7.4. The Supplier is liable for defects that Performance has at the time of their acceptance by EQUANS. The Supplier is liable for defects to which the warranty applies to the extent of such warranty and for its entire term, including the period of extension of the warranty.

7.5. After the expiry of the warranty term stated in Section 7.2 or in the Contract the Supplier is liable for defects in Performance, which were caused by a breach of the Supplier's duties.

7.6. A notification of defects must be sent to the Supplier in writing without undue delay after it is ascertained. In the event of doubts, a notification of defects will be regarded as having been delivered to the Supplier on the third day after sending. In a notification of defects the defect must be described and the selection between the claims EQUANS has, as stated in Section 7.7 of this article, must be stated.

7.7. If it is found that Performance has defects, EQUANS can select one of the following claims:

- To request the free correction of a defect in the form of the provision of new Performance or its defective part within a reasonable period;
- To request the free correction of a defect in the form of a repair to Performance to the extent of the defective part;
- To request a reasonable discount on the Price;
- To withdraw from the Contract.

In addition to these claims, EQUANS is entitled to claim from the Supplier compensation for damage or other harm arising due to a defect in Performance or its part and the right to compensation for lost profit.

7.8. In the event of a request by EQUANS for the free correction of a defect in Performance in the form of a repair to Performance or part thereof, the Supplier is obligated to correct the defect in Performance or part thereof without undue delay, within no more than three days of the day of delivery of a notification of defect to the Supplier, in the place of its acceptance by EQUANS, or the place in which the Performance is, if the Performance is in a place other than the place in which it was accepted by EQUANS. The parties, in the case of unsuitable weather conditions, the necessity of shutting the equipment down or a longer order period for spare parts that have been diagnosed as defective, will agree in a specific case on a reasonable period and, if an agreement is not reached promptly, EQUANS will set a reasonable period. If the Supplier does not perform this obligation, EQUANS can have the repair performed by another entity or can perform it itself. In such case EQUANS will subsequently bill the Supplier for the costs of such repair and the Supplier is obligated to pay EQUANS the billed amount within 21 days of the delivery of a statement of account.

7.9. In necessary cases (e.g. in the case of a threat to the smoothness of operations due to defects in Performance), which EQUANS will notify the Supplier of together with a notification of defects, and if the Supplier does not take the necessary steps related to the correction of defects in Performance without undue delay, EQUANS can have the repair performed by another entity or perform it itself. In such case EQUANS will subsequently bill the Supplier for the costs of such repair and the Supplier is obligated to pay EQUANS the billed amount within 21 days of the delivery of a statement of account. EQUANS is entitled to proceed in such a manner in the event that the Supplier declares that it is not able to perform a repair to the Performance or part thereof or if information that EQUANS has available indicates that the Supplier is not able to perform a repair to Performance or part thereof. EQUANS is entitled to proceed in such a manner even in the event that the Supplier was late with the performance of its duties to EQUANS and EQUANS is interested in the immediate correction of a defect in Performance or part thereof.

7.10. The Supplier will correct defects in Performance or part thereof in the form of providing new Performance or its defective part or in the form of a repair to Performance to the extent of the defective part, at its own expense, regardless of the place the Performance is and where the defects in Performance will be corrected, even if such place is abroad or in a place other than the place of its acceptance by EQUANS.

7.11. The warranty term is extended by the period the Supplier took to make a repair or exchange defective parts of Performance, unless, under these General Terms and Conditions of Business or the Contract, the whole warranty term starts running again.

7.12. The warranty term does not run for the period for which EQUANS or a third party to which EQUANS transfers the use or ownership of Performance could not use Performance due to defects in it for which the Supplier is responsible. In the event a defect is corrected in the form of the provision of new Performance or its defective part, the warranty term starts to run again from the moment EQUANS accepts from the Supplier new Performance or its defective part. In such case the risk of damage to such newly-provided Performance or its part will be transferred from the Supplier to EQUANS at the moment EQUANS accepts from the Supplier such newly-provided Performance or its part. At this moment EQUANS becomes the owner of the newly-provided Performance or its part. At the moment of return of defective Performance or part thereof to the Supplier after the provision of new Performance or its defective part, EQUANS ceases to be the owner of the defective Performance or its part.

7.13. The Supplier is obligated to provide EQUANS (or a person to whose use or ownership EQUANS transfers Performance), within a reasonable time, with co-operation, in particular technical and service support in the form of written, e-mail or telephone communication.

7.14. The correction of a defect in Performance or its part by an entity other than the Supplier or the correction of a defect by EQUANS itself does not have an influence on the Supplier's duty under the warranty and this does not affect the Supplier's liability for defects, damage, lost profit or other detriment.

7.15. The Supplier is obligated, in the period after the end of the warranty, to arrange for EQUANS (or for the person to whose use or ownership EQUANS transfers Performance), under ordinary business terms and conditions, post-warranty service of the Performance during its service life, including the arrangement of spare parts. The end of the production of spare parts or other facts that would lead to damage to the interests of EQUANS or a third party to whose use or ownership EQUANS transfers

Performance must be communicated by the Supplier promptly to EQUANS and it must propose measures in its interest.

7.16. The Supplier is obligated, even in the event it does not accept a complaint by EQUANS and a claim it has made for the free correction of a defect in the form of a repair to Performance to the extent of the defective part, to correct defects in Performance complained about so that the Performance is usable for EQUANS. The question of whether it was a justified complaint by EQUANS will subsequently be dealt with by a specialist statement of a person on which both the parties agree, where each is entitled to propose a maximum of three persons to the other party. In the event no agreement is reached on the person that will assess the justification of a complaint, the justification of the complaint will be the subject of an expert report that will be drafted by an expert determined by EQUANS. In the event a complaint is justified, the Supplier is obligated to compensate EQUANS for all costs that it incurred in connection with the assessment of the question of justification. In the event a complaint is not justified, EQUANS is obligated to compensate the Supplier for all costs that it incurred in connection with the unjustified complaint.

7.17. The aforementioned rules apply, as appropriate, also in a situation where Performance or its part newly provided by the Supplier as a part of the correction of a defect in the form of the provision of new Performance or its defective part is defective. The provisions on acceptance of Performance apply, as appropriate, also to the acceptance of repaired Performance.

7.18. EQUANS is entitled to transfer its rights regarding the Supplier under the warranty to a third party to whose use or ownership EQUANS transfers Performance.

7.19. The time-bar period for all EQUANS's rights regarding the Supplier is ten years after the day a right of EQUANS could first be exercised against the Supplier.

8. Provisions on Contractual Penalty and Compensation for Damage

8.1. If the Supplier fails to comply with the final deadline agreed for the handover of Performance to EQUANS, the Supplier will pay EQUANS for each day of delay a contractual penalty totalling 0.5% of the price of the Performance not delivered, unless agreed otherwise in the Contract. The minimum amount of a contractual penalty is set at CZK 100 for each day of delay.

8.2. If the Supplier fails to correct defects and outstanding work by the deadline specified in the handover record, the Supplier will pay EQUANS for each day of delay a contractual penalty totalling 0.5% of the price of the Performance, unless agreed otherwise in the Contract. The minimum amount of a contractual penalty is set at CZK 100 for each day of delay.

8.3. In the event of a delay by the Supplier correcting defects in Performance complained about in accordance with Article 7 of these Terms, the Supplier will pay EQUANS for each day of delay a contractual penalty totalling 0.5% of the price of the Performance, unless agreed otherwise in the Contract. The minimum amount of a contractual penalty is set at CZK 100 for each day of delay.

8.4. In the event of a delay by the Supplier delivering a tax document in accordance with Section 4.8 of these General Terms and Conditions of Business, the Supplier will pay EQUANS for each day of delay a contractual penalty totalling 0.1% of the price of the Performance, unless agreed otherwise in the Contract.

8.5. Regardless of the amount of the contractual penalty to which EQUANS became entitled and the Supplier obligated to pay, EQUANS is entitled to request compensation for damage or other harm

arising due to a breach of duty by the Supplier, and the Supplier is obligated to compensate EQUANS for all damage or other harm arising due to the breach of duty to which the contractual penalty applies.

8.6. The Supplier is obligated to compensate EQUANS for all direct and indirect damage or other harm it suffers as a consequence of a defect in performance. Such damage or other harm is regarded as including lost profit, penalties and compensation for damage claimed by third parties or bodies from EQUANS.

8.7. In the event of any damage or other harm on the part of EQUANS directly or indirectly arising in connection with performance and duties of the Supplier, EQUANS itself is entitled to determine the method of correction of such damage or other harm and notify this to the Supplier. If EQUANS requires the correction of damage by return to the original condition, the Supplier is obligated to promptly return the damaged property to the state before the damage. If EQUANS requests compensation for damage or other harm in money, the Supplier is obligated to pay the requested amount in a manner and by a date stipulated by EQUANS.

8.8. EQUANS is entitled to unilaterally set off its receivable due to the contractual penalty or compensation for damage or other harm against any receivable of the Supplier.

9. Ethics, Environmental and Social Responsibility

9.1. The Supplier acknowledges that it has read and shall adhere to the commitments adopted by the EQUANS Group on ethics and social and environmental responsibility as stipulated in EQUANS's reference documentation and in its Vigilance Plan (for the latter as long as the Supplier maintains an established commercial relationship in accordance with the applicable law). These commitments are available on the website <https://www.equans.com/about-us/ethics-compliance>.

9.2. The Supplier represents and warrants to EQUANS that it will act in accordance with the rules of international and domestic law (including any amendments to such rules during the contractual relationship with EQUANS), in relation to:

- (i) human rights and individual fundamental freedoms and, in particular, the prohibition of (i) any child labour and any form of forced or compulsory labour and (ii) all forms of discrimination within the Supplier's company and towards its suppliers and subcontractors;
- (ii) embargoes, arms and drug trafficking, terrorism;
- (iii) trade, import and export licences and customs duties;
- (iv) health and safety of employees and third parties;
- (v) employment, migration and the prohibition of illegal labour;
- (vi) environmental protection ;
- (vii) economic offences, including bribery, fraud, influence peddling (or the equivalent offence under the national law applicable to the order or contract), embezzlement, theft, abuse of corporate assets, infringement, forgery and the use of fraudulent documents, and any related offences;
- (viii) Anti-money laundering measures;
- (ix) Competition law.

9.3. Where the Supplier carries out activities under contract with EQUANS (or a third party designated by EQUANS), the Supplier must comply and ensure that its own suppliers and subcontractors operating at such site comply with the EQUANS Group's health and safety rules.

9.4. The Supplier undertakes, when performing its activities, to actively cooperate with EQUANS and to act in such a way as to enable EQUANS to comply with its legal duty of care obligations. For this purpose, the Supplier will provide cooperation with the introduction of the measures stated in the Vigilance Plan (i.e. risk mapping, early warning mechanisms, measures leading to a notification of suspicion of unlawful conduct, etc.) and immediately alert EQUANS of serious breaches of the aforementioned rules and circumstances that could lead to serious breaches of the aforementioned rules, as part of its relationship with EQUANS.

9.5. EQUANS is entitled to request evidence from the Supplier, at any time, that it is acting in accordance with the rules stated above, and to carry out audits or have audits carried out at any time, subject to giving advance notice and at its own expense. In the event of an audit, the Supplier undertakes to enable EQUANS's workers to access the space where it performs its activities and provide them with all information and/or documents that EQUANS may request to allow it to properly carry out the audit.

9.6. Any breach of the rules of this Article 9 is a breach of the Contract in a material manner that entitles EQUANS to suspend the Performance and/or to withdraw from the Contract with immediate effects or to terminate it.

10. Final Provisions

10.1. EQUANS is entitled to withdraw from this Contract until the moment of acceptance of Performance, if EQUANS's needs change after the conclusion of the Contract in such a manner that the Performance will no longer be meaningful for EQUANS. EQUANS is also entitled to withdraw from the Contract in the event of a gross breach of contract by the Supplier when performing its duties in accordance with the Contract. There is a gross breach of the Contract by the Supplier when, in particular, the Supplier does not perform its duties on time, its activities do not have sufficient certainty that its duties in accordance with the Contract will be performed duly and on time, it does not perform the relevant tests of Performance or the results of the tests indicate that the Performance suffers from serious defects, it does not respect the legitimate requirements and rights of EQUANS, it breaches its statutory duties (in particular as far as concerns tax and payment duties, industrial rights or intellectual property rights), an insolvency application is filed against the Supplier, the seizure of the Supplier's assets has been ordered, the Supplier enters liquidation, the Supplier loses its authorisation to perform business activities necessary to perform its duties to EQUANS, a punishment is imposed on the Supplier in accordance with Act No. 418/2011 Coll., on the criminal liability of legal entities and proceedings against them, as amended (hereinafter the "Act on Criminal Liability of Legal Entities"), or penalties for a breach of its duties are imposed as a part of administrative proceedings, even if such fact subsequently ceases to apply. The Supplier is not entitled, in the case of withdrawal by EQUANS, to claim the payment of any costs or price, unless agreed otherwise in the Contract or after its conclusion. Withdrawal by EQUANS from the Contract will not affect its right to compensation for damage or other harm, including any lost profit and a claim to a contractual penalty.

10.2. Withdrawal by EQUANS is regarded as being effective upon delivery to the Supplier's address stated in the Contract, unless, before the moment withdrawal is sent, the Supplier notifies EQUANS of another address at which delivery can be made to the Supplier. If the Supplier does not collect withdrawal or refuses to accept it, the fiction of delivery will apply on the third day after notification of deposit of mail at the post office.

10.3. Plans, technical source documents or any other documents (hereinafter “Documents”), material, machinery, equipment or any other items (hereinafter “Items”) that are handed over to the Supplier by EQUANS in connection with an Order, Offer, Contract or other fact remain the sole property of EQUANS and the Supplier is obligated to return such Documents or Items to EQUANS no later than upon the acceptance of Performance by EQUANS. Without prior written notification for EQUANS, the Supplier is not entitled to use such Documents or Items, copy them, duplicate them, disclose them, allow third parties to familiarise themselves with them or enable a third party to use them. In the event there is damage or loss of Documents or Items, the Supplier is obligated to promptly inform EQUANS and compensate it for damage or other harm that arose in connection therewith. In addition to the duty to compensate for damage or other harm following a breach of a duty in accordance with this paragraph, the Supplier will pay EQUANS a contractual penalty totalling CZK 100,000 for each breach of a duty. The Supplier is obligated to compensate EQUANS for damage and other harm and pay it a contractual penalty even in the event that damage or other harm or a breach of duty was caused by a third party contributing to the performance of the Supplier’s duties to EQUANS.

10.4. All information provided by EQUANS to the Supplier concerning bilateral relations is, in accordance with Section 504 of the Civil Code, a trade secret of EQUANS and the Supplier is obligated to maintain confidentiality about all such information and, without EQUANS’s consent, not hand it over to a third party. The content of the Supplier’s obligation to protect EQUANS’s trade secrets is, in particular, the Supplier’s duty not to provide and not to disclose such information otherwise (even as a consequence of negligence), not to enable a third party to obtain the information, to introduce measures that can reasonably be required from the Supplier with the aim of preventing the disclosure of information or unauthorised access to it, to comply with such measures, check compliance with them and enable EQUANS to check such duties. In the event EQUANS so requests, the Supplier is obligated to perform a relevant measure to protect information over and above the framework stated in this paragraph. In the event EQUANS consents to the handover of information to a third party, the Supplier is obligated to ensure that the third party was also legally bound to protect information in the same way as the Supplier. The Supplier is fully liable for damage or other harm suffered by EQUANS due to a breach of such duty by the Supplier or any third party to which it hands over information or that it uses for the performance of duties to EQUANS. In the event of the publication of information, the Supplier is obligated, without undue delay, to inform EQUANS of the extent and nature of information that was published and take all actions that can be considered, so that the information ceases to be publicly available and EQUANS does not suffer damage or other harm or so that the damage or other harm is minimised. The Supplier is obligated to perform such duties without a time limitation. In addition to the duty to compensate for damage or other harm following a breach of a duty in accordance with this paragraph or a legal regulation, the Supplier will pay EQUANS a contractual penalty totalling CZK 100,000 for each breach of a duty.

10.5. Any bilateral relations and relationships, rights and duties that are not governed by these General Terms and Conditions of Business or the Contract are governed by the relevant provisions of the Civil Code and other legal regulations of the Czech Republic. The parties declare that all relations and relationships will be governed in the spirit of good business ethics and any disputes will, to the maximum possible extent, be resolved extrajudicially. Court proceedings between the parties will take place at the court with local and material jurisdiction in the Czech Republic. In the event that it is not possible to determine the court with local and material jurisdiction for a reason on the part of the Supplier, the matter will be decided, in the event a district court is to decide on the matter, by the District Court for Prague 5, in the case a regional court has jurisdiction a matter will be decided on by the Municipal Court in Prague.

10.6. The contents of the Contract concluded or its annexes have priority over the provisions of these General Terms and Conditions of Business.

10.7. Amendments to contractual terms and conditions require the written consent of both parties.

10.8. If, during the performance of a duty of the Supplier to EQUANS, there is an amendment to legal regulations or any binding standards, the Supplier is obligated to proceed in accordance with the amended legal regulations or binding standards.

10.9. EQUANS can amend these General Terms and Conditions of Business to a reasonable extent in the event that, in the opinion of EQUANS, there is a reasonable need for an amendment. Such an amendment to the General Terms and Conditions of Business must be notified by EQUANS to the Supplier in writing, by sending the General Terms and Conditions of Business after the amendment was made. The Supplier is entitled to reject an amendment to the General Terms and Conditions of Business and to terminate the obligation for this reason with a notice term sufficient to arrange similar performance from another Supplier. The Supplier is obligated to inform EQUANS of the rejection of an amendment to the General Business Terms and Conditions within ten days of the day of delivery of a notification of amendment, stating the notice term. In the event of the rejection of an amendment to the General Terms and Conditions of Business and termination by the Supplier, the rights and duties between EQUANS and the Supplier are governed by the General Terms and Conditions of Business with the text before the amendments were made.

These General Terms and Conditions of Business come into force on June 16th, 2023 and govern the rights and duties between EQUANS and the Supplier arising from acts in law or legal events that occur after this date.

EQUANS Services a.s.

EQUANS Facility s.r.o.

EQUANS Optimal s.r.o.