

Terms and Conditions to the Contracts for Work (the "Terms and Conditions")

A. Object

I. Introductory Provisions

1. These Terms and Conditions to the Contracts for Work (the "Terms and Conditions") of the company:
Gas Storage CZ, a.s., with registered office at Prague 10 - Strašnice, Limuzská 3135/12, 100 00, maintained by the Municipal Court in Prague, file no. B 28939, Company ID 278 92 077, Tax ID CZ27892077;
as the **Client**
regulate, in accordance with the provisions of Section 1751. 1 of Act No. 89/2012 Coll., the Civil Code (the "Civil Code"), mutual rights and obligations of the parties to the Contract for Work arising from the Contract for Work (the "Contract for Work") concluded between the Client and the Contractor as entrepreneurs, including on the basis of the Client's Offer as a draft Contract for Work, even individually, in particular:
 - a) For the construction of a specific item, if it does not fall under the sales contract,
 - b) For the maintenance, repair or modification of an item,
 - c) For the construction, maintenance, repair or alteration of a building or its part,
 - d) For activities with a different result (Work with Intangible Result).(the "Work")

II. Scope of Application

1. The Terms and Conditions attached to the Order constitute, within the meaning of the provisions of Section 1751. 1 of the Civil Code, part of the content of the Contract for Work. By accepting the Order or Framework Order, the Contractor confirms that he has acquired knowledge of the wording of the Terms and Conditions and that he agrees that the rights and obligations to which the Terms and Conditions apply will be governed by its provisions.
2. For the respective contractual relationships, the Terms and Conditions apply in the wording to which the Offer refers or which are attached to the Offer, unless otherwise specified below.
3. Provisions deviating from the Terms and Conditions may be agreed in the Contract for Work. Divergent arrangements agreed in the Contract for Work prevail over the provisions of the Terms and Conditions.
4. The Terms and Conditions in Part B contain general provisions on the rights and obligations that apply to the Contract for Work concluded between the Client and the Contractor within the meaning of these Business Terms and Conditions.

B. General Provisions Applicable to the Order

I. Definition of Terms

1. Capitalized terms are used in these Terms and Conditions in the meaning given below.
 - a) **The Client's offer** is a written document (also in electronic form) also called an "Order" or "Framework Order", issued by the Client, which is a proposal to conclude a Contract for Work and which is intended for acceptance by the Contractor. The terms and conditions attached to the Offer, or to which the Offer refers, form part of the content of the Offer as its annex. Arrangements of the Order or Framework Order deviating from the Terms and Conditions prevail over the provisions of the Terms and Conditions.
 - b) **The Contractor's Offer** is an expression of the Contractor's will, which contains any additions, reservations, restrictions or other changes to the Client's Offer. Such an expression of will is also considered a rejection of the Client's Offer.
 - c) **The Framework Offer** is a written document (also in electronic form) also called a "Framework Order", issued by the Client, which is a draft contract within the meaning of Section 1746. 2 of the Civil Code, the object of which is the modification of the legal framework of the contractual conditions for the repeated submission of Offers by the Client for the conclusion of Contracts for Work to perform the Work, which the Contractor is obliged to perform for the Client in each case only after the Contract for Work is created, and which is intended for acceptance by the Contractor. If expressly stated in the Framework Offer, partial performance (works) performed on the basis of a contract concluded on the basis of the Framework Offer may be implemented in a different way, e.g. on the basis of a written request (also in electronic form) of the Client made to the

Contractor. The terms and conditions attached to the Offer, or to which the Offer refers, form part of the content of the Offer as its annex.

- d) **The Contractor** means a person to whom an Offer has been delivered from the Client, the attachment of which is these Terms and Conditions, or in which reference is made to these Terms and Conditions, and who has made a timely statement or other timely legal act towards the Client as the proposer, from which the consent to the content of the Offer can be inferred.
- e) **The Client** means the person referred to in Art. I. Section 1 of these Terms and Conditions.
- f) **The Contract for Work** means a contract for work that arose by accepting the Offer, including attachments.
- g) **The Work** means a summary of activities that the Contractor undertakes to perform for the Client under the Contract for Work or is obliged to perform for the Client under the Contract for Work, and which correspond to the Contract for Work.
- h) **The Parties** mean the parties to the Contract for Work.
- i) **The Handover Report** (handover and acceptance record) is a document signed by the Client's representative confirming that the Client's representative accepts the Work from the Contractor.
- j) **Working Days** are all days that are not non-working days, holidays or public holidays.

II. **Withdrawal of the Offer, Conclusion of the Contract for Work on the basis of the Offer, Amendment of the Offer or Contract for Work, Termination of an Obligation under the Contract for Work**

1. The Client is entitled to withdraw the Offer, even within the period specified for its acceptance, if it is provided for in the Offer.
2. Any changes, additions, reservations or restrictions to the Client's Offer made by the Contractor are a rejection of the Offer and are considered a new Contractor's Offer.
3. If an Offer is rejected or not accepted within the period specified in the Offer or if the period for its acceptance is not specified in the Offer, then within a period appropriate to the nature of the proposed performance under the Contract for Work and the speed of the means used by the Client to send the Offer, the Client and the Contractor is deemed not to have concluded the Contract for Work, unless otherwise provided in the Terms and Conditions.
4. The Contract for Work is concluded at the moment when the acceptance of the Offer becomes effective, i.e. at the moment when:
 - a) The Contract for Work in writing, signed by representatives of both Contracting Parties authorized to sign the Contract for Work on behalf of the Contracting Parties, has been delivered to both Contracting Parties within the period specified in the Offer. If such period is not specified in the Offer, no later than within 14 days from the date on which the Offer is delivered to the Contractor. After this time, the Contract for Work is deemed concluded if the Client, after receiving the signed Contract for Work from the Contractor, at least verbally notifies the Contractor that he considers the Contract for Work to be concluded in a timely manner.
 - b) The Offer has been accepted by the Contractor in the manner agreed between the Contracting Parties and the Client has been notified of this acceptance in the manner agreed between the Contracting Parties,
 - c) The Contractor will act according to the Offer, perform the work and deliver it to the Client, or provide the Client, in agreement with the Client, with the performance under the Offer, within the period specified in the Offer for the acceptance of the Offer.
5. The termination of one Offer does not automatically terminate other Offers made by the Client on the basis of the accepted Framework Offer of the Client for submitting Offers and concluding separate Contracts for Work for repeated performance.
6. The Contracting Parties enter into the contractual relationship (obligation) for the repeated performance for a definite period of up to one year, unless otherwise provided for in the Contract.
7. The Contract for Work may only be amended by written numbered amendments. The provisions on the acceptance of the Offer apply mutatis mutandis to concluding amendments. Any other form of amendment to the Contract for Work is ineffective.
8. The fact that the obligation under the Contract for Work has become extinct does not relieve the Contracting Parties of their responsibility and obligation to pay a contractual penalty or damages incurred by the other Contracting Party as a result of a breach of the obligation to which the contractual penalty or damages relates.
9. The application of the provisions of Sections 1726, 1728, 1729 and 1757. 2 and 3 of the Civil Code on the rights and obligations between the Contractor and the Client established by the Contract for Work. The Contractor assumes the risk of changing circumstances within the meaning of Section 1765. 2 of the Civil Code, in particular an increase in the prices of materials and other inputs necessary to perform the Work.

III. **Execution of the Work**

1. The Contractor undertakes to perform the Work at his own expense and risk, unless demonstrably agreed otherwise.
2. The Contractor undertakes to perform the Work with the necessary care to provide everything necessary to perform the Work, unless it is demonstrably agreed that some things necessary to perform the Work will be provided by the Client.
3. The Contractor executes the Work by duly completing and handing over the subject of the Work to the Client in accordance with the provisions of the Contract for Work, including these Terms and Conditions. The Work is deemed duly and timely completed if it was performed in accordance with the Contract for Work. If the completion of the Work is to be proven by the performance of the agreed tests, the completion of the successfully performed tests is considered to be the performance of the Work.

IV. Deadline for the Execution of the Work

1. For the execution of the Work, i.e. proper completion and handover of the subject of the Work to the Client, the date or dates specified in the Contract for Work apply (the "deadline for the execution of the Work"). These dates are binding.
2. In the event that the Contractor is obliged to keep a construction log or assembly log during the execution of the Work, he is obliged to record in the construction log or assembly log the date of the actual commencement of the execution of the Work (works). The execution of the Work is deemed duly commenced if the Contractor also smoothly continues his execution.
3. If the Work is to be performed in accordance with the Schedule agreed by the Contracting Parties, the Contractor undertakes to perform the Work in accordance with the Schedule.
4. The Client's obligation to order the performance of the Work from the Contractor and the Contractor's obligation to perform the Work as a partial performance under the Contract for Work cannot be inferred from the contract concluded on the basis of the Framework Offer, for the repeated conclusion of Contracts for Work to perform the Work, which is to be carried out only after the conclusion of the Contract for Work, unless the Contract provides otherwise. The obligation to perform the Work as a partial performance arises for the Contractor only on the basis of the concluded Contract for Work, unless expressly stated otherwise in the contract concluded on the basis of the Framework Offer, e.g. on the basis of a written request (also in electronic form) of the Client made to the Contractor in the manner agreed in the contract concluded on the basis of the Framework Offer.

V. Place and Method of Handing over the Work and Documents to the Work

1. The Contractor undertakes to hand over to the Client the duly completed Work according to the Contract for Work, fit for its purpose according to the Contract for Work or according to its usual purpose, at the Client's registered office, unless another place of handover is specified in the Contract for Work (e.g. place of execution of the Work) or unless the Client and the Contractor demonstrably agree otherwise after the conclusion of the Contract for Work.
2. The Contractor notifies the Client of the completion of the Work and propose a date for the handover of the Work to the Client, which may not be longer than the date agreed for the handover of the Work in the Contract for Work, except where the date of handover is the date agreed for the completion and handover of the Work.
3. Upon the agreement of the Contracting Parties on the date of handover of the Work, which may not be longer than 5 (five) days from the date of delivery of the Contractor's notice of completion of the Work, the Contractor hands the Work over to the Client at the place agreed for the handover of the Work, and if the place of handover is not agreed, at the place of execution of the Work.
4. As part of the handover procedure, the Contractor hands over to the Client the documentary part of the Work, including, depending on the nature of the Work, in particular:
 - a) The project documentation of the actual execution of the Work, if the Work was carried out according to the project documentation, and if there were changes in the execution of the Work compared to the project documentation, drawing up the changes made by the Contractor,
 - b) Records of the tests and revisions performed where the completion of the Work is to be proved by carrying out the agreed tests,
 - c) The original construction or assembly log, if the Contractor was obliged to keep a construction or assembly log,
 - d) Documents proving the quality and scope of the Work handed over,
 - e) Documents necessary for the operation and use of the Work (e.g. guarantee statements, operating instructions, attestations, declaration of conformity),
 - f) Other documents for the proper operation of the Work, if they result from legal regulations and the relevant permit to execute the Work,
 - g) Where a hazardous chemical substance or mixture is part of the Work, the Contractor submits to the Client a safety data sheet of the hazardous chemical substance or mixture in the Czech language prepared in accordance with Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH), as amended. The exposure scenario for the identified uses is annexed to the Hazardous Chemical Safety Data Sheet. This requirement also applies to Safety Data Sheets on request according to Article 31(3) of REACH.
5. If the subject of the Work is the execution of e.g. project documentation, preparation of an expert opinion in written form, a written report as a result of consultancy activities, a written study, etc., the Contractor is obliged to allow the Client to inspect (assess) such subject of the Work for a period of time specified by the Client, but at least 5 (five) working days, in order to verify whether the subject of the Work (the result of the Contractor's activities) contains all the elements stipulated in particular by the Contract for Work and generally binding legal regulations. If the Contractor fails to allow the Client to inspect such Work, the Client is not obliged to accept such Work until the Client has been given the opportunity to inspect the Work for the above period of time.
6. XXX The Client has the right within the period specified in para. 5 electronically or in another form to send or deliver to the Contractor his reservations to the Work within the meaning of para. 5 of this Article, if this is not processed in accordance with the Contract for Work. In this context, the Contracting Parties undertake to clarify any reservations specified by the Client by mutual cooperation without delay. If the Client within the period referred to in para. 5 of this Article does not communicate his reservations to the Contractor, it is considered that for the performed Work within the meaning of para. 5 of this Article has no objections and undertakes in this context to accept the Work.

7. If the Contractor was obliged to perform the Work according to the project documentation and if there were changes to the subject of the Work during the performance of the Work, the Contractor marks such changes in one copy of the project documentation handing the documentation over to the Client together with the Work. Changes in the project documentation must be made in such a way that
 - a) All changes that occurred during the performance of the Work are clearly marked,
 - b) Each change in the project documentation will be marked with the name and surname of the person who drew up the changes, their signature and the stamp of the Contractor.
8. The handover of the project documentation of the actual execution of the Work by the Contractor is subject to approval by the Client, which may not be refused if the documentation of the actual execution of the Work is processed in accordance with this arrangement. The Client undertakes to comment on the actual execution documentation within 14 (fourteen) days from the date on which the actual execution documentation is handed over to the Client by the Contractor. If the Client does not comment on the actual execution documentation within the specified period, the Client is deemed to have approved the actual execution project documentation and the actual execution documentation is deemed to have been duly completed and handed over by the Contractor. The deadline for handing over the documentation of the actual execution of the Work to the Client may not be longer than 1 (one) month from the date of receipt of the Work by the Client.
9. The project documentation of the actual execution of the Work is to be handed over by the Contractor to the Client in at least one copy in graphic (printed) form + a flash drive in the format agreed by the Parties. Documentation of the actual execution of the Work will be carried out in accordance with the principles below.
10. The Client is not obliged to accept the Work if the Work has any defects, even isolated minor defects, which in themselves or in conjunction with others do not prevent the use of the Work functionally or aesthetically, nor do they significantly limit its use. In case of doubt, the Work has defects that are not minor defects or defects within the meaning of the above.

VI. Conditions for the Execution of the Work

1. The Contractor is obliged to execute the Work in accordance with the Contract for Work, these Terms and Conditions, the project documentation if it was made and handed over to the Contractor for the Work, the construction permit if it was issued and all decisions, permits and opinions relating to the Work and were handed over to the Contractor, CSN standards and other technical standards applicable to the Work, in accordance with the relevant technical and technological procedures required by the manufacturers of materials used by the Contractor to perform the Work, technological procedures set by the Client, as well as in accordance with the reasonable written instructions of the Client.
2. In executing the Work, the Contractor is obliged to act in accordance with the reasonable requirements and instructions of the Client, which the Client has granted in writing (including electronically) or will grant in writing after the conclusion of the Contract for Work. The Contractor will make every effort to notify the Client sufficiently in advance of obvious deficiencies in the documents for the execution of the Work under the Contract for Work, in particular the unsuitability or impracticability of the proposed procedures, solutions or instructions of the Client, but is not liable for the unsuitability of the implementation of such procedures, solutions or instructions if the Client, despite a written notice (e.g. entry in the Construction Log) by the Contractor, has insisted on their unsuitability, or if the Client has not submitted any opinion to the Contractor in this respect within a reasonable period of time.
3. Where the subject of the Work is construction, the Contractor appoints a responsible construction manager who will be present at the construction site during the Contractor's working hours and will be available to the Client and/or the Client's technical supervision. The name of the responsible construction manager, including the telephone connection, will be entered by the Contractor in the construction log on the date of commencement of the execution of the Work. The same procedure will be followed in the event of a change in the person in charge of the construction manager.
4. The Contractor is obliged to ensure that the Work and the place of performance of the Work are always clean and free from excess materials, provided that it is expedient to do so. The Contractor will make every effort to promptly remove, at his own expense, waste and debris arising in connection with the execution of the Work, not to pollute the surrounding areas and public areas affected by the execution of the Work and to clean them up promptly in the event of pollution. All costs of the Contractor for the necessary and effective cleaning work are included in the price of the Work. The Contractor is obliged to ensure during the execution of the Work the necessary measures to protect against noise and dust caused by the execution of the Work. All costs of the Contractor for cleaning works, waste sorting, loading, storage in containers, removal and storage fees are included in the price of the Work.
5. When executing the Work, the Contractor is obliged to ensure compliance with the provisions of all regulations relating to health and safety, fire protection regulations, environmental protection regulations, as well as other legal regulations relating to the execution of the Work in force in the Czech Republic at the time of execution of the Work.
6. The Client is entitled to carry out, through his employees, an ongoing check of the performance of the Work by the Contractor. For this purpose, the representatives of the Client are allowed access to the place of performance of the Work at any time. When detecting defects in the performance of the Work, the Client's Representative is entitled to require the Contractor to remove these defects and perform the Work in a proper manner. The Contractor is obliged to ensure the removal of such defects at his own expense within a reasonable period specified by the Client's representative.
7. The Contractor is obliged to invite the Client to inspect all parts of the Work that are to be covered or become inaccessible at least 3 (three) working days before the inspection date by entering them in the construction log or assembly log, if it is obliged to keep such logs. For the inspection of such parts of the Work, the Contractor submits all results of the tests carried out, the quality of the materials used, certificates and attestations related to this part of the Work. If the Client, or a worker appointed by him, fails to appear for inspection, although he was asked to do so by the Contractor, the Contractor is entitled to cover these structures.

8. If the Client requests the uncovering of an already covered part of the Work, the Contractor is obliged to do so. If, after inspection by the Client, such part of the Work is found to be faultless, the Contractor is entitled to reimbursement of the costs associated with the uncovering or even postponement of deadlines, if affected. However, if the inspection finds that the covered part of the Work is defective, the Contractor is obliged to remove the defects and is not entitled to reimbursement or postponement of deadlines caused by the uncovering of the affected part of the Work.
9. In the case of construction, at least once a week, unless the Parties agree otherwise, regular inspection days of the Work will be held, the date (day and time of the event) of which will be entered in the construction log at least 3 (three) working days before their performance. The inspection days are attended by representatives of the Client, the Contractor, and, where relevant, the architect or selected subcontractors. Records of the inspection days will be drawn up by the Contractor and signed by all participants. The conclusions of the inspection day are binding for the Client and the Contractor, but under no circumstances may they change or supplement the provisions of the Contract.
10. If materials, products, equipment or other essentials to be used in the performance of the Work are not explicitly stated in the project documentation, the Contractor is obliged to use only those materials, products, equipment or other essentials that have such properties that their mechanical strength, stability, fire safety and hygiene requirements and other usual properties are guaranteed throughout the existence of the Work. The Contractor is obliged to provide valid documents certifying the possibility of their use in the Czech Republic for all materials, products, equipment or other essentials used in the execution of the Work.
11. The Contractor is entitled to propose to the Client the use of materials, products, equipment or other essentials other than the project documentation, provided that a document comparing their quality is submitted. If the quality of the proposed substituted materials, products, equipment or other items is the same as the quality of the originally specified materials, products, equipment or other items, the Contractor is entitled to use the proposed substituted materials, products, equipment or other items following the approval of the Client.
12. Any damage caused by the use of materials, products, equipment or other items that fail to comply with the Contract for Work, including its Annexes, must be removed by the Contractor at his own expense without delay.
13. The Contractor ensures the performance of all tests relating to the Work or its individual parts, if the Contract for Work, documentation intended for the performance of the Work, generally binding regulations and standards or opinions of authorized institutions provide for the performance of such tests, provided that the result of these tests must be satisfactory for the handover of the Work. The Contractor also provides all necessary opinions, operating rules, revisions, approvals, strength tests, certificates or other necessary documents regarding the Work or its separate parts. The Contractor notifies the Client's representative at least 3 (three) working days in advance of carrying out the tests and revisions, stating that the Client has the right to participate in these revisions and tests.
14. The Contractor is responsible for the loss, theft, damage or destruction of any built-in part of the Work until the Work is handed over.
15. The Client is not liable for any loss, theft or damage to the Contractor's machines, work equipment or material, unless caused by the Client or one of the Client's employees or authorized representatives.
16. The Contracting Parties hereby agree that the Business Terms and Conditions for Ensuring Occupational Safety and Health (OSH), Environmental Protection (EP) and Fire Protection (FP) (the "Business Terms and Conditions"), which are published on the website <https://www.czgs.cz/zadavani-zakazek>, are an integral part of the Contract for Work.
17. The provisions of the Business Terms and Conditions for Ensuring Safety and Environmental Protection (EHS) and Fire Protection (PO) apply mutatis mutandis to the activities performed, as specified in the Terms and Conditions.
18. All documentation related to the Work, if any, and all documents relating to the execution of the Work or its modification, or their copies, will also be available to the competent authorities for the performance of state construction supervision and to other inspection authorities. There will also be a construction or assembly log kept by the Contractor on the basis of the Contract for Work or in accordance with special regulations, into which the state construction supervision authority and other persons are entitled to make records within the meaning of this Contract.
19. For the execution of the Work, The Contractor is obliged to use only mechanization and other means the use of which is duly permitted and which do not pose a threat to the environment.
20. The Contractor is obliged to vacate the construction site or the place of performance of the Work, no later than on the date of handing over the Work to the Client, unless the Contracting Parties demonstrably agree otherwise.
21. When executing the Work, the Contractor is obliged to comply with the "Methodological Instruction for Work in Buildings, Hazardous Areas, Protection and Safety Zones Gas Storage CZ, s.r.o.", which is published on the website <https://www.czgs.cz/zadavani-zakazek>.

VII. Record of Acceptance of the Work

1. On the handover and acceptance of the Work (commissioning), the Contractor is obliged to draw up and sign with the Client a record of the handover and acceptance of the Work (the "Record"), which will be signed by a representative of the Contractor and the Client. The draft record will include, in particular, the following elements:
 - a) The date of acceptance of the Work by the Client,
 - b) Names of persons ensuring the acceptance of the Work,
 - c) A list of all evidence and documents that were handed over by the Contractor and taken over by the Client during the handover of the Work.
2. The Contractor prepares the draft record in at least two copies.
3. For repeated interim partial performance (Works) for which tax documents or invoices are issued for certain time periods, the Contractor issues a written confirmation to the Client in which the Client confirms the provision of repeated interim partial performance to the Contractor in the period for which the tax document or invoice will be issued.

4. If the Client accepts the Work with reservations (apparent defects or unfinished work), the Contractor is obliged to indicate in the record the reservations with which the Client accepted the Work and the time limits within which the Contractor is obliged to remove the reservations to the Work and certify their removal to the Client by agreement of the Contracting Parties.

VIII. Risk of Damage to Items

1. If the subject of the Work is the making of an item, the risk of damage to the Work (item) passes to the Client upon acceptance of the Work (item). In cases where the subject of the Work is an item, when in doubt, the Client is deemed to have taken over the Work (item) on the day specified in the record of the handover and acceptance of the Work (item).

IX. Acquisition of the Ownership Right to the Item that is the Subject of the Work

1. The ownership right to the subject of the Work is governed by the provisions of Section 2599 et seq. of the Civil Code.
2. The ownership right passes to the Client upon receipt of the Work, if the Client is not its owner before the acceptance.

X. Price of the Work

1. The price of the Work specified in the Contract for Work is deemed to include all costs necessary for the execution of the Work and the handover of the Work, including the costs of transporting the items necessary for the execution of the Work to the place of performance, customs duty, insurance for the transport of items intended for the execution of the Work, all risks associated with the preparation and performance of the Contract for Work and a guarantee for the quality of the Work.
2. If for the Work work execution unit prices are agreed between the Contracting Parties which will be specified e.g. in an itemized budget, these unit prices are valid for the entire duration of the Work. The itemized budget is used to prove the financial volume of the works performed (i.e. as a basis for invoicing) and for the valuation of any additional or canceled works.
3. The Client will pay the Contractor the price of the Work agreed in the Contract for Work (fixed price), unless the Client and the Contractor have agreed only on the method of its calculation, taking into account the scope of the Work. In such an event, the method of calculation of the price of the Work is governed by the agreement between the Client and the Contractor and the Client pays the price of the Work calculated in the specified manner. If the price is set according to the budget and unless otherwise stated, the completeness of this budget is considered guaranteed.
4. The Contractor is entitled to require the Client to pay the price of additional work agreed by the Client and completed by the Contractor. The price of such additional works is determined according to the item budget or by agreement of the Parties to the Contract for Work and its specification must always be part of the written agreement (change order or sheet) of the Parties. If the valuation of certain additional works under the itemized budget cannot be carried out, their valuation is carried out according to the indicative prices of works valued according to the prices usual for the time period in which the affected additional works are carried out.
5. If the Contractor is a VAT payer, he is entitled to charge VAT in addition to the agreed price of the Work or the price of the Work calculated in the agreed manner, in accordance with the Value Added Tax Act as amended, in the amount as of the date of the chargeable event, and the Client undertakes to pay the VAT together with the price of the Work, unless otherwise specified below.
6. The Client will pay the Contractor the price of the Work on the basis of a tax document and, if the Contractor is not a VAT payer, on the basis of an invoice issued by the Contractor and delivered to the Client, a one-off payment, unless the Parties agree to pay the price of the Work in installments. If the price of the Work is paid in installments, the provisions of paragraph 10 of this Article apply mutatis mutandis to the payment of the separate installments and to the issue of tax documents or invoices for their payment.

XI. Issuing a Tax Document or Invoice to Pay the Price of the Work

1. After handing over the Work to the Client, the Contractor is obliged, subject to the conditions arising from these Terms and Conditions, but no later than within the period specified by the relevant law for issuing a tax document, to issue a tax document for the Client to pay the price of the Work, and if the Contractor is not a VAT payer, to deliver it within the given period.
2. The tax document must contain the particulars set out in generally binding legal regulations for the tax document, in particular in Section 29 of Act No. 235/2004 Coll., on Value Added Tax, as amended (the "VAT Act"), as of the date of the chargeable event and the invoice of the particulars set out in generally binding legal regulations for the accounting document, and these documents must contain the registration number of the Client's Offer to which they relate, the account number to which the cash payment by the Client is to be made and other particulars to which the Contracting Parties agree. The tax document must also contain the Contractor's bank details published by the tax administrator in a way that allows remote access to the VAT register. As an attachment to the tax document, the Contractor is obliged to attach a copy of the record of handover and acceptance of the Work certifying the acceptance of the Work by the Client or another document certifying the handover of the Work to the Client (confirmation within the meaning of Art. 6 of this part of the Terms and Conditions).
3. If the chargeable event is subject to the reverse charge regime under the Value Added Tax Act, the Contractor is obliged to proceed in accordance with the relevant provisions of the Value Added Tax Act. The Contractor is obliged to issue a tax document without tax and state the following text on the tax document: The tax will be paid by the customer.
4. For tax documents or invoices issued for repeated performance (repeated deliveries) assessed for a certain period of time, the Contractor is obliged to clearly indicate the billing period.

5. The Contractor sends the tax documents/invoices to the Client in electronic form, while the tax document must comply with the Value Added Tax Act and the electronic invoice must comply with generally binding legal regulations. The Contractor is obliged to send electronic tax documents and invoices to the Client to the e-mail address faktery@czgs.cz.
6. If, for reasons on the part of the Contractor, it is not possible to send the tax document/invoice electronically, it must be delivered to the Buyer in one original form to the Buyer's registered office, unless otherwise stated in the Contract for Work.
7. If the tax document or invoice fails to contain the specified or agreed requirements (points 2 to 4 of this paragraph) or if the document or invoice was issued in violation of these Terms and Conditions, the Client is entitled to return the document to the Contractor, within its due date, without payment for correction or completion. In this context, the Client informs the Contractor of the reason for returning the tax document or invoice. On the date of the return of the tax document or invoice, the maturity period is interrupted and the new maturity period begins to run on the day on which the Client receives the corrected tax document or invoice from the Contractor.
8. If on the date of the chargeable event the conditions of Section 106a of the Value Added Tax Act (the "VAT Act") (unreliable payer) are fulfilled in the case of the Contractor or the tax document contains a bank account not disclosed in a statutory manner within the meaning of Section 109 (2)(c) of the VAT Act (unpublished account), the Client is entitled to proceed according to Section 109a of the VAT Act, i.e. by a special method of securing the tax. In such an event, the Client is entitled to pay part of the financial debt in the amount of the calculated value-added tax not to the bank account of the Contractor, but directly to the bank account of the relevant tax administrator (as the payment of tax for the provider of the chargeable event from such chargeable event), whereby the given part of the Client's financial debt to the Contractor is considered fully settled.

XII. Maturity of the Price of the Work

1. The Client will pay the price of the Work to the Contractor:
 - a) On handing over the Work,
 - b) For repeated performance, after the acceptance of the repeated performance,
 - c) In installments where the price for the Work has been agreed to be paid in installments on meeting the conditions agreed for paying the installment of the price of the Work,
 - d) After the handover of part of the Work where the payment of the price for each part of the Work handed over is agreed upon,

In each case, by wire transfer.

2. The agreed price of the Work, the price of partial performance or installments of the price of the Work are payable within 60 days from the date on which the Client receives a tax document or invoice duly issued by the Contractor in accordance with these Terms and Conditions, unless otherwise agreed in the Contract for Work or unless otherwise specified below.
3. The price of the Work, the price of partial performance or the payment of the price of the Work is always deemed to have been paid on the day on which the amount of money is debited from the account of the Client's payment service provider to the account of the Contractor's payment service provider.
4. The Client may withhold from the price of the Work, partial performance or installment of the price of the Work, which he is obliged to pay to the Contractor, retention of 10% of the price of the Work, partial performance or installment of the price of the Work ("Retention Sum") if he accepts the Work or partial performance with reservations (with defects or unfinished work). The Client will pay the retention sum to the Contractor within 15 days from the date when the Contractor certifies the removal of defects or incompleteness with which the Client has accepted the Work or partial performance, which will be confirmed by the Parties by signing a record of the removal of identified defects and incompleteness.
5. The Client may withhold from the price of the Work or partial performance which he is obliged to pay to the Contractor retention of 5% of the price of the Work or partial performance ("Retention Sum") to secure the Contractor's obligations arising from the guarantee for the quality of the Work, if the Work is covered by a guarantee arrangement within the meaning of these Terms and Conditions, for a period of 6 (six) months from the date of handover of the Work or partial performance. The Client will pay this retention sum to the Contractor within 15 days after the expiry of the above-mentioned guarantee period, unless the retention sum is used to cover the costs of removing defects or unfinished works, the removal of which the Client had to ensure through a third party due to a breach of the Contractor's obligations.

XIII. Reservation of Payments

1. Payment of the price of the Work does not constitute a waiver of the Contractor's default rights or an acknowledgement that the Work has been ordered or that the ordered Work and, in the case of repeated performances, partial performances, have been accepted without reservation.

XIV. Prohibition of Assignment/Set-off

1. The Contractor may not assign the Contract for Work or assign claims arising from the Contract for Work to third parties without the prior written consent of the Client. The request for consent also requires a written form. This is without prejudice to the provisions of Art. IV. paragraph 2 of these Terms and Conditions.
2. The Contractor agrees with the Client's right to set off by unilateral legal action any due financial claim of the Client against the Contractor arising from the Contract for Work against any financial claim of the Contractor against the Client, regardless of the currency of the claim or the legal relationship from which it results. The Client is also entitled to unilaterally set off his claim against a claim of the Contractor which is not yet due, which cannot be enforced, which cannot be claimed in court or which is time-barred.

3. Without the Client's prior express written consent, the Contractor is not entitled to assign (including collateral assignment of claims or rights) or pledge his claims against the Client.

XV. Information and Notification Obligation

1. If the Contractor needs additional information or documents beyond those required under these Terms and Conditions or the Contract for Work, he contacts immediately the Client by a written statement sent by post, fax or email (e-mail).
2. By accepting the Offer (concluding the Contract for Work), the Contractor also confirms that he is authorized to carry out the activity that is the subject of the Contract for Work and that he has been issued the appropriate authorization by the competent authority to carry out the activity, which has not expired as at the date of the concluded Contract for Work.
3. In order to ensure the proper performance of the obligations arising from the Contract for Work by the Client and the Contractor, the Client and the Contractor are obliged to inform each other without undue delay about a change in their identification data, as opposed to the data specified in the Contract for Work or the Contract, and about any other changes or facts that may affect the performance of the contractual relationship between them established in accordance with these Terms and Conditions.

XVI. Termination of the Contract for Work

1. The Client is entitled to terminate the Contract for Work concluded for repeated performance for an indefinite period or a definite period longer than one year, even without giving any reason, by written notice delivered to the Contractor.
2. The notice period is 1 (one) month and begins on the first day of the calendar month following the delivery of the notice to the other Party.
3. The legal effects of the termination will occur at the expiration of the notice period. At that moment, the obligation under the Contract for Work ceases to exist. This is without prejudice to the obligation of the Contractor to deliver to the Client the performance according to the requirement notified by the Client to the Contractor before the date on which the Contractor was delivered a written notice of termination or when the effects of the termination occur, as well as the obligation of the Client to accept the completed partial performance of the Work or partial performance of the Work, which will be completed until the effects of the termination occur and pay the agreed price for these partial performances to the Contractor, unless the Client and the Contractor demonstrably agree otherwise in writing.

XVII. Withdrawal from the Contract for Work

1. The Contractor and the Client are entitled to withdraw from the Contract for Work for the reasons specified in the Civil Code and each of them for the reasons specified below.
2. The Client is also entitled to withdraw from the Contract for Work or even a part of it, except for the reason specified in para. 1 of this Article if:
 - a) The Contractor fails to commence works on the Work even within 15 (fifteen) days from the date on which he was to commence works on the Work (Works Start Date),
 - b) The Contractor performs the Work in gross violation of the Contract for Work, in particular, he uses materials and equipment that are inconsistent with the required quality of the Work for the execution of the Work,
 - c) The Contractor is in delay with the handover of the Work by more than 15 days and in the case of construction, modification or repair of the construction by more than 30 days,
 - d) The Contractor has abandoned the construction (where the subject of the work is the construction, modification or repair of the construction), or otherwise demonstrates his intention to discontinue the discharge of his obligations under the Contract for Work,
 - e) The Contractor is in delay for more than 15 days with the execution of a partial part of the Work compared to the approved Schedule or the agreed performance date for individual partial performance,
 - f) If the amount of unpaid contractual penalties that the Contractor is obliged to pay to the Client exceeds the amount of 10% of the agreed price of the Work,
 - g) The Contractor becomes insolvent, or insolvency or other similar proceedings have been initiated against the Contractor's assets, regardless of whether they are subsequently discontinued for any reason or whether the petition has been dismissed for lack of assets, if the Contractor negotiates the terms of a debt settlement with creditors, or if its business is continued by a receiver, trustee or administrator appointed for the benefit of creditors, or if any act or event occurs which would (under applicable law) have a similar effect to any of those acts or events, or
 - h) A decision will be issued to dissolve the Contractor with liquidation.
3. If the Contractor is obliged to continuous or repeated activity or to a successive partial performance, the Client may withdraw from the Contract for Work only with future effects and even only to a part of the partial performance. This does not apply if the already accepted partial performances as such are of no importance to the Client.
4. The Client is also entitled to withdraw from the Contract for Work only in respect of partial performance with which the Contractor is in delay or for which the Contractor is in delay with the removal of the defect of partial performance for a period longer than 15 days.
5. The Contractor, in addition to the reason specified in para. 1 of this Article, is further entitled to withdraw from the Contract for Work:
 - a) If the Client, due to a reason on his part, is in default with the payment of the price of the Work,

- b) In respect of a partial performance if the Client is in default of payment of the price for the partial performance, in each case despite a written notice (with a reasonable period of time for remedy) delivered to him by the Contractor, for more than 30 days,
 - c) insolvency or other similar proceedings are initiated against the Client's assets, or
 - d) A decision is issued to dissolve the Client with liquidation.
6. The Contractor and the Client are entitled to withdraw from the Contract for Work without undue delay after the conduct of the other Party undoubtedly shows that it breaches the Contract for Work in a material manner.
7. The Party withdrawing from the Contract for Work or withdrawing from the Contract for Work in respect of a partial performance within the meaning of paragraphs 1 to 6 of this Article notifies the other Party in writing. The notice must be delivered to the other Party to its registered office. As soon as the Party entitled to withdraw from the Contract for Work notifies the other Party that it is withdrawing from the Contract for Work, it may not change the choice of its own accord anymore.
8. If a Party could have withdrawn from the Contract for Work for a material breach of a contractual obligation and did not exercise its right, this does not prevent it from withdrawing from the Contract for Work at a later date with reference to similar conduct by the other Party.
9. Withdrawal from the Contract for Work makes the obligation void, unless otherwise provided by law or these Terms and Conditions.
10. If the Contractor has performed only in part under the Contract for Work, the Client may withdraw from the entire performance if he notifies the Contractor accordingly in the notice of withdrawal from the Contract for Work.
11. In the event of the Client's withdrawal from the Contract for Work for continuous or repeated performance, the Contractor's obligation to deliver the performance to the Client, which the Contractor is obliged to deliver on the date when the legal effects of the withdrawal occur, as well as the Client's obligation to accept the given performance and pay the Contractor the agreed price for the given performance, is not affected, unless the Client notifies the Contractor in writing that he is not interested in the delivery of the given performance within the meaning of the above. After the termination of the obligation under the Contract for Work, these Terms and Conditions apply to the legal relations of the Contracting Parties regarding the performed Work until the expiry of the guarantee period for the Work.
12. Withdrawal from the Contract for Work does not affect the right to payment of contractual penalties or default interest, if already incurred, the right to damages arising from the breach of contractual obligation and the dispute resolution arrangement.

XVIII. Penalties

1. The Contractor is obliged to pay the Client a contractual penalty:
 - a) For delay in handing over the Work or partial performance for which a performance date has been agreed, in the amount determined as default interest by Government Regulation No. 351/2013 Coll., as amended, from the price of the Work or partial performance with which the Contractor is in delay.
 - b) For delay in removing defects and unfinished work with which the Client accepts the Work or partial performance of the Work, in the amount of CZK 500 for each day of delay,
 - c) In the event of a delay in the commencement of the removal of the defect claimed by the Client during the guarantee period, in the amount of CZK 500 for each day of delay,
 - d) Where the Contractor fails to provide the Client with the original construction or assembly log kept during the handover of the Work, in the amount of CZK 1,000 for each day of delay even commenced, but not more than CZK 50,000, in cases where the Contractor is obliged to keep a construction or assembly log during the performance of the Work (e.g. construction, repairs or modifications of buildings, assembly of technological units),
 - e) For failure to make entries in the construction or assembly log on the course of the Work (construction, assembly of technological units) for a period of more than 3 (three) working days, in the amount of CZK 500 for each individual case, in cases where the Contractor is obliged to keep a construction log,
 - f) For non-compliance with occupational health and safety or fire protection regulations in places used by the Client, on the Client's land or provided by the Client for the performance of the Work, etc., in the amount of CZK 1,000 for each detected case,
 - g) For employees of the Contractor or his subcontractors without visible identifications, in the amount of CZK 100 for each case, in cases where the Contractor is obliged to ensure the identification of employees that he uses to perform the Work;
 - h) For enabling works on the Work to be carried out by unapproved subcontractors or unauthorized persons, in the amount of CZK 10,000 for each case,
 - i) For using mechanization means harmful to the environment, in the amount of CZK 1,000 for each separate case,
 - j) For non-compliance with the technological procedures specified by the Client, in the amount of CZK 5,000 for each case,
 - k) For failure to vacate the construction site provided by the Client for the execution of the Work within the agreed time limit, in the amount of CZK 1,000.00 for each day or delay or part of a day of delay,
 - l) For non-compliance with the Methodological Instruction for Work in Buildings, Hazardous Areas, Protection and Safety Zones of the Client published on the Client's website <https://www.czgs.cz/zadavani-zakazek>, if the Contractor was acquainted with them and was obliged to comply with them, in the amount of CZK 10,000 for each case.

2. If the Contractor is in default with respect to the Client in the payment of a monetary debt, the Contractor is obliged to pay the Client default interest on the overdue monetary amount in the amount specified in Section 2 of Government Regulation No.351/2013 Coll., as amended.
3. The Contractor is obliged to pay the contractual penalty or default interest to the Client within 15 days from the date on which the Client requests it to pay the contractual penalty or default interest by a wire transfer to the Client's account, which the Client communicates to the Contractor in this context.
4. The Client is obliged to pay the Contractor default interest in the amount specified under Section 2 of Government Regulation No. 351/2013 Coll., as amended, on the amount of money due for reasons on the part of the Client.
5. The provisions on contractual penalty and default interest are without prejudice to the right of the Client or the Contractor to damages incurred as a result of a breach of the obligation to which the contractual penalty or default interest relates. The same applies to all other contractual and legal rights that the Client or the Contractor is entitled to.

XIX. Defects in the Work and Guarantee of the Quality of the Work

1. The Contractor is liable to the Client that the Work is free from defects upon acceptance, even if they appear later. The Client's right is also established by a later defect caused by the Contractor's breach of duty.
2. The Work or a separate partial performance has a defect if it does not comply with the Contract for Work.
3. The Contractor provides the Client with a guarantee for the Work, namely **24 months, unless the provision of a guarantee with a different duration is agreed** upon. The guarantee period begins on the date of handover and acceptance of the Work, which is declared in the "Record of Handover and Acceptance of the Work". If the Client accepts the Work with a reservation (defect or unfinished work), the guarantee period begins on the date of its removal. This provision does not apply to Works where the guarantee cannot be provided with regard to the nature of the Work (a Work that does not have the character of a Work, where a more permanent form is assumed to be maintained).
4. The Client will claim defects of the Work that become apparent during the guarantee period with the Contractor without undue delay after their discovery by written notification (also by email), delivered to the Contractor no later than the end of the guarantee period. In such a written claim, the Client will provide a description of the defects or a specification of their manifestation and the number of the Client's contract.
5. The Contractor undertakes to remove the defects of the Work claimed by the Client free of charge. The Contractor is obliged to start work on the removal of the claimed defects without undue delay (no later than 5 days after receipt of the claim); For defects that may result in the risk of delay, damage to the property of the Client or other persons or that restrict the Client's use of the subject of the Work to a greater extent the Contractor is obliged to start work on the removal immediately after the Client has claimed the defect and to complete its removal as soon as possible, unless the Parties agree otherwise. When removing defects, the Contractor is obliged to respect the operational needs of the Client.
6. If the Contractor is in delay in removing the claimed defect or if the Contractor refuses to remove the claimed defect, the Client is entitled, following a written notice sent to the Contractor providing a reasonable additional period of time, to remove the defects at his own expense and the Contractor is obliged to reimburse the Client for the costs incurred in removing the defects within 15 days of the Client's written claim for reimbursement of the costs incurred. The Contractor is not liable for defects in the Work caused by the use of materials and items provided by the Client when the Contractor could not, even with the exercise of all due care, have discovered their inappropriateness or have warned the Client of this fact but the Client insisted on their use.
7. The Contractor's guaranty does not apply to defects caused by improper handling, improper maintenance of the subject of the Work, or non-compliance with the manufacturers' regulations for the operation and maintenance of equipment that the Client has taken over from the Contractor as part of the performance of the Work or about which the Contractor has demonstrably instructed the Client (e.g. by training the staff).
8. The Client undertakes to allow the Contractor, after handing over the Work, access to the places where the Contractor is to remove defects in the Work.
9. The guaranty period is extended by a period that includes the period between the reporting of the defect to the Contractor and the removal of the defect by the Contractor. If there are more such times, these times are aggregated.
10. The provisions of this paragraph also apply mutatis mutandis in cases of repeated performance, in respect of partial performance.

XX. Construction Log and Assembly Log

1. If the subject of the Work is the construction, repair or modification of a building, or if it is required by the Client, the Contractor is obliged to keep a proper construction log throughout the execution of the Work and to record in it on a daily basis all data important for the performance of the Contract for the proper execution of the Work, its perfect functioning and the settlement of the price of the Work, in particular, data on the time progress of the Work, its quality, justification of any deviations from the design documentation, materials, technologies used and mechanisms deployed, the status of the personnel, tests carried out, interruptions of the Work and the reasons therefor and other relevant facts relating to the execution of the Work. The Client's construction supervisor or the Client is obliged to confirm the entries in the construction log with his signature within three working days at the latest and is entitled to add his opinions and make other entries related to the performance of the Contract for Work and/or the execution of the Work, in particular regarding the use of materials and construction procedures. If the Client's construction supervisor or the Client does not comment on the contents of the Contractor's records within the specified period, the Client is assumed to agree with the contents of the records. The Contractor is obliged to observe the records of the Client's or Client's construction supervision, but is entitled to attach his statements to them.

2. The construction log will be kept in the original and at least one copy and will be stored on the construction site at the Contractor's site, so that it is available to the construction supervision of the Client and the Client at any time upon request. The persons listed in the construction log, the construction designer, the person authorized to perform the author's supervision, representatives of the state construction supervision authorities and other persons specified by the relevant laws or by agreement of the Parties are authorized to make entries in the construction log on behalf of the Client and the Contractor. Any change in the person authorized to make entries in the construction log must be recorded in it.
3. Entries in the construction log serve as a basis for the preparation of supplements and amendments to the Contract for Work, if these have been approved by the Client under the Contract for Work.
4. The construction log is kept in the Czech language. The Client is the owner of the original pages of the construction log.
5. The Contractor will hand over the original construction log to the Client at the same time as handing over the Work. Failure to hand over the construction log is considered a defect of the Work.
6. The provisions above also apply mutatis mutandis to the assembly log that the Contractor is obliged to keep for the Work where technological units are being assembled and when requested by the Client.

C. General Arrangements

I. Choice of Law

1. The rights and obligations of the Parties to the Contract for Work arising from the Contract for Work, not directly provided for by the Contract for Work or these Terms and Conditions are governed by the provisions of Act No. 89/2012 Coll., the Civil Code. The Contracting Parties also undertake to interpret the rights and obligations regulated by the Contract for Work in accordance with the Civil Code.

II. Law and Jurisdiction

1. Where the Contract for Work is in conflict with the Terms and Conditions, the provisions contained in the Contract for Work prevail.
2. The Contracting Parties undertake to resolve disputes arising from the Contract for Work first by agreement of their authorized representatives, and then, where impossible, in accordance with the relevant provisions of the legislation of the Czech Republic.
3. The competent court for all disputes arising from the Contract for Work between the Contractor and the Client is the general court of the Client, unless the Parties agree in writing that the dispute will be settled by arbitration.

III. Occupational Safety and Environmental Protection

1. If the Contractor carries out the Work on a site used by the Client, on the Client's land or provided by the Client for the execution of the Work, etc., the Contractor is obliged to comply with the principles of occupational health and safety, fire protection and environmental protection established for this site, and to ensure these also for the persons used by the Contractor to carry out the activities that are the subject of the Contract for Work (e.g. the Contractor's employees or subcontractors). The Contractor undertakes to ensure that the above-mentioned persons comply with all applicable regulations regarding occupational health and safety, fire protection and environmental protection in the given places.

IV. Mailing

1. The Client and the Contractor undertake to deliver mail related to the contractual relationship between the Contractor and the Client resulting from the Offer or the Contract for Work under these Terms and Conditions by means of data mailboxes or by delivery to the addresses of the registered offices of the Parties as specified in the Offer, or in the Contract for Work, or on the address of the registered office registered in the Commercial Register, if delivery to the address under the Contract for Work is not successful, unless they demonstrably agree on another delivery address.
2. Mail can be delivered via a data box, in person, through a postal service operator, or by courier service. The Client's Offers may also be delivered by email. The Client may also deliver the Client's Offers in the form of Auto PO, which is the delivery of automatically generated Orders from the SAP system. The Client's Offers delivered in this way (Orders, Framework Orders) are not signed by the Client but are subsequently accepted, i.e. confirmed by the Contractor. The Client's Offers can also be sent and accepted (confirmed) via the Client's application SUS (Supplier Self-Service).

V. Confidentiality

1. The Contracting Parties undertake to maintain confidentiality in relation to the subject matter of the Contract for Work and the negotiations leading to its conclusion, and the Parties further undertake to maintain confidentiality in relation to information, documentation and materials supplied or received in any form or provided and made available by the other Party in connection with the performance of the Contract for Work ("Confidential Information"). For the purposes of the Contract for Work, confidential information also means:
 - a) Information of a commercial, technical and financial nature concerning the Client's customers and
 - b) Information on the operation and development of the Client's storage system and access to it.

2. The Contracting Parties undertake not to disclose or otherwise make available to third parties any confidential information provided to them.
3. The above provisions and the resulting obligations do not apply to confidential information:
 - a) The provision or communication of which has been approved in advance in writing by the other Party,
 - b) which the Party disclosing the Confidential Information expressly designates as public,
 - c) Which have become a part of the public domain without the Contracting Party violating its obligations under the Contract for Work,
 - d) The communication of which the Contracting Party is obliged under a legal regulation or a decision of a court, administrative or similar body,
 - e) provided to legal, accounting, tax and other advisers to the Client, as well as to persons controlling and controlled by the Client and legal, accounting, tax and other advisers to these persons.
4. The obligation to maintain confidentiality in relation to confidential information lasts for the entire duration of the contractual relationship between the parties, as well as after its termination, until the confidential information becomes a part of the public domain, without the Party violating its obligations under the Contract for Work.
5. The claims of the Contracting Parties for compensation for damage caused by a breach of obligation under this Article are governed by the relevant provisions of the Civil Code, unless otherwise provided for in the Contract.

VI. Personal Data Protection

1. The Contractor and the Client undertake that when processing the personal data ("PD") of the other Party for the purposes under the Contract for Work, they will access such PD exclusively in accordance with applicable and effective legal regulations governing the protection of PD, in order to fulfill their tasks arising from the Contract for Work, and will not disclose or provide such PD to third parties without the written consent of the other Party, except for any proceedings before state or local government authorities. Furthermore, the Contractor and the Client undertake that, if necessary, the other Party will provide appropriate assistance in solving PD issues of the given Contracting Party.
2. The processing of personal data by the Contractor as a processor is governed by a contract that the Client and the Contractor undertake to conclude before the processing of personal data begins. The contract binds the Contractor to the Client as the controller and specifies the subject and duration of the processing, the nature and purpose of the processing, the type of personal data and categories of data subjects, and the obligations and rights of the controller.
3. The Client is mainly the controller or processor of the personal data of the data subjects. Information on their processing required by applicable law, including their scope and purpose of processing, an overview of the rights and obligations of the Client and an updated list of personal data processors, is published on the website of Gas Storage CZ, a.s. - <https://www.czgs.cz/o-nas/zpracovani-osobnich-udaju>.
4. At the conclusion of the Contract for Work or at any time during its term, the data subjects will be provided with the above information upon their request, addressed in writing to the address of the Client's registered office or to his data box.

VII. Register of Contracts

1. If the Contract for Work is subject to the obligation of publication under Act No. 340/2015 Coll., on Special Conditions of Effectiveness of Certain Contracts, Publication of These Contracts and the Register of Contracts, as amended (the "Act on the Register of Contracts"), it takes effect at the earliest on the day of its publication in the Register of Contracts. For these cases, the Contracting Parties express their consent to the publication of the Contract for Work to the extent and in the manner specified by law. Publication will be made by the Client. At the conclusion of the Contract, the Contractor undertakes to inform the Client in writing of all information required to be made improper before publication in accordance with the Act on the Register of Contracts (in particular trade secrets or personal data of employees of this Contracting Party) and to provide other assistance necessary to publish the Contract for Work. If the other Party fails to provide the necessary assistance, the contract is deemed not to contain trade secrets, classified information or other information of the other Party that cannot be published pursuant to Section 3 of the Act on the Register of Contracts.
2. If the Contract for Work is not subject to publication under the Act on the Register of Contracts, the Contracting Parties expressly undertake not to publish the Contract for Work in the Register of Contracts. In the event of a breach of the obligation agreed in the previous sentence, the breaching Party pays the other Party a contractual penalty in the amount of CZK 30,000. Payment of the contractual penalty is without prejudice to the right to damages exceeding the contractual penalty.

VIII. Legal Succession / Assignment under the Contract and the Contract for Work

1. The Client is entitled at any time as an assignee to transfer his rights and obligations under the Contract (arising on the basis of the accepted Framework Offer) and the Contract for Work, or its part, which have not been fulfilled at the time of transfer, to another person by assignment of the Contract or the Contract for Work or by assignment of part of the Contract or the Contract for Work, and such person is entitled to assume the rights and obligations of the Client under the Contract or the Contract for Work which have been assigned to it. The legal effects of the assignment of the Contract or the Contract for Work or its part are effective in relation to the Contractor at the latest when the Client or a third party as assignee notifies the Contractor of the assignment of the Contract or the Contract for Work or its part.
2. The Contractor is entitled as an assignor to assign contracts or the Contract for Work or its part within companies or persons with which he forms a group. These persons are also entitled to assume the Contractor's obligations towards the Client arising

from the Contract or the Contract for Work. The legal effects of the assignment are effective against the Client at the moment when the Contractor notifies the Client in writing of the assignment of the Contract.

D. Joint, Transitional and Final Provisions

1. These Terms and Conditions come into force and effect on 9 September 2024.
2. All rights and obligations of the Contracting Parties arising between the Contractor and the Client before the entry into force of these Terms and Conditions remain in force. These rights and obligations continue to be governed by the Terms and Conditions and arrangements in force between the Parties at the time of concluding the Contract for Work, unless the Client and the Contractor demonstrably agree otherwise.
3. The Client is entitled to change and amend the Terms and Conditions when changing the technical, operational, business and organizational conditions on its part or due to a change in generally binding legal regulations. If the change to the Terms and Conditions is to affect the legal relations under the Contract for Work concluded before the date of entry into force of the change to the Terms and Conditions, the Client is obliged to notify the Contractor of the change to the Terms and Conditions in writing. The Contractor is entitled to refuse to change the Terms and Conditions for the Contract for Work concluded before the change to the Terms and Conditions takes effect, no later than 30 days from the date on which he was notified of the change. In such a case, the Terms and Conditions in force at the time of concluding the Contract for Work apply to the given Contract for Work.
4. These Terms and Conditions cease to apply to a Contractor who has not rejected a change to the Terms and Conditions at the expiry of 30 days from the date on which the Contractor could have rejected the change to the Terms and Conditions.
5. The Contractor undertakes to comply with the principles and rules set out in the Code of Conduct, as amended, which can be found at: <https://www.czgs.cz/zadavani-zakazek>. In particular, he undertakes to comply with the rules regarding the protection of human rights, labour relations, environmental protection and anti-corruption rules. The Contractor undertakes to familiarize himself with these principles and rules without undue delay after the conclusion of the contract (arising on the basis of the accepted Framework Offer) or the Contract for Work, if he has not already become acquainted with them by the time of concluding the Contract for Work.

Prague, on 9 September 2024