

Terms and Conditions to Sales Contracts for the Purchase of Movable Assets (the "Terms and Conditions")

A. Object

I. Introductory Provisions

1. These Terms and Conditions for Sales Contracts for the purchase of movable assets (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 Buyer**
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 Sales Contract arising from the Sales Contract (the "Sales Contract") concluded between the Buyer and the Seller as entrepreneurs based on the Offer as a proposal of a conclusion of a Sales Contract of the Buyer, even individually, in particular:
 - a) Purchase of **movable asset** or **movable assets**,
 - b) Purchase **of a part of an immovable asset**, if the Buyer is to acquire a part after separation as a movable asset under the Sales Contract,
 - c) Delivery of **consumer goods** that need to be created or assembled.

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 Sales Contract. By accepting the Offer, the Seller confirms that he has also become acquainted with the wording of the Terms and Conditions attached to the Offer or to which the Offer refers and that he agrees to observe its provisions in the relevant contractual relationship to which the Terms and Conditions apply, and that the Terms and Conditions do not contain provisions that the Seller could not reasonably have foreseen.
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 diverging from the Terms and Conditions may be negotiated in the Sales contract. Any deviating provisions in the Sales Contract prevail over the provisions of these Terms and Conditions.
4. The Terms and Conditions in Part B contain the general provisions that apply to the Sales Contract concluded between the Buyer and the Seller.

B. General Provisions applicable to the Offer and the Sales Contract

I. Definition of Terms

1. Capitalized terms are used in these Terms and Conditions in the meaning given below.
 - a) Offer is a written document (also in electronic form) also called an "Order" or "Framework Order", issued by the Buyer, which is a proposal to conclude a Sales Contract and which is intended for acceptance by the Seller. 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 Seller's Offer is an expression of the Seller's will, which contains any additions, reservations, limitations or other changes to the Buyer's Offer. Such an expression of will is also considered a rejection of the Buyer's Offer.
 - c) Framework Offer a written document (also in electronic form) also called a "Framework Order", issued by the Buyer, which is a draft contract, the subject of which is the modification of the legal framework of the contractual conditions for the repeated submission of Offers by the Buyer to conclude Sales Contracts for the supply of goods, which the Seller is obliged to deliver to the Buyer always after the Sales Contract is created for the supply of goods, and which is intended for acceptance by the Seller. If it is expressly stated in the Framework Offer, partial performances provided on the basis of a contract concluded by accepting the Framework Offer may be implemented differently, e.g. on the basis of a written request (also in electronic

form) of the Buyer made to the Seller. The terms and conditions attached to the Framework Offer, or to which the Offer refers, form part of the content of the Framework Offer as its annex.

- d) The Seller means a person to whom an Offer has been delivered from the Buyer, 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 Buyer as the proposer, from which the consent to the content of the Offer can be inferred.
- e) The Buyer means the person referred to in Art. I. Section 1 of these Terms and Conditions.
- f) The Sales Contract means the Sales Contract that was created by the acceptance of the Offer, including its annexes.
- g) Movable assets mean a movable asset or movable assets, as well as parts of an immovable asset, if the Buyer is to acquire a part after separation as a movable asset under the Sales Contract, and also consumer goods that must be created or assembled (hereinafter also referred to as "item").
- h) The Parties mean the parties to the Sales Contract.
- i) The handover report means a record of the handover and acceptance of the item, the signature of which confirms that the Buyer's representative accepts the delivered item or items from the Seller.
- j) The delivery means the delivery of an item by the Seller to the Buyer.
- k) Working Days are all days that are not non-working days, holidays or public holidays.

II. Withdrawal of the Offer, Conclusion of the Sales Contract based on the Offer, Change of the Offer or Sales Contract and Termination of the Sales Contract

1. The Buyer 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 limitations to the Buyer's Offer made by the Seller are a new Seller'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 Sales Contract and the speed of the means used by the Buyer to send the Offer, the Buyer and the Seller is deemed not to have concluded the Sales Contract, unless otherwise provided in the Terms and Conditions.
4. The Sales Contract is concluded at the moment when the acceptance of the Offer becomes effective, i.e. at the moment when:
 - a. The Sales Contract in writing, signed by representatives of both Contracting Parties authorized to sign the Sales Contract 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 Seller. After this time, the Sales Contract is deemed concluded if the Buyer, after receiving the signed Sales Contract from the Seller, at least verbally notifies the Seller that he considers the Sales Contract to be concluded in a timely manner.
 - b. The Offer has been accepted by the Seller in the manner agreed between the Contracting Parties and the Buyer has been notified of this acceptance in the manner agreed between the Contracting Parties,
 - c. The Seller will act according to the Offer, deliver to the Buyer the item or provide the Buyer, in agreement with the Buyer, with the performance according to 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 Buyer on the basis of the Sales Contract, resulting from the acceptance of the Framework Offer of the Buyer to submit Offers and conclude separate Sales Contracts for repeated delivery of goods or repeated performance.
6. The contractual relationship (obligation) to repeatedly deliver the item for repeated performance is concluded, unless otherwise specified in the contract for a definite period of maximum one year, unless otherwise stated in the contract.
7. The Sales Contract may only be amended by written numbered amendments. The provisions on the acceptance of the Offer apply mutatis mutandis to concluding amendments. Another form of amendment to the Sales Contract is ineffective.
8. The fact that the obligation under the Sales Contract 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 1798-1800 of the Civil Code to the obligations between the Seller and the Buyer established by the Sales Contract is excluded.
10. 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 Seller and the Buyer established by the Sales Contract.
11. The Buyer hereby accepts the risk of a change in circumstances in the sense of Section 1765. 2 of the Civil Code, in particular an increase in the prices of goods and other inputs necessary to fulfill the Sales Contract.

III. Method and Place of Delivery

1. The Seller undertakes to hand over the item to the Buyer at his registered office, unless a different place of handover is agreed in the Sales Contract or unless the Seller and the Buyer demonstrably agree otherwise after the conclusion of the Sales Contract. The Buyer is entitled to request a change in the place of handing over the item after the conclusion of the Sales Contract and the Seller undertakes to comply with it in this regard.

2. The Seller hands over the item to the Buyer in the agreed quantity, quality and design. If the quality and design have not been agreed, the Seller performs in a quality and design suitable for the purpose apparent from the Sales Contract, otherwise for the usual purpose.
3. If the Seller delivers more items to the Buyer than agreed, the Buyer is not obliged to accept the items delivered in excess of the agreed amount and it is considered that the Buyer has rejected the items delivered in excess of the agreed amount.

IV. Time of Performance

1. The deadlines and time limits agreed in the Sales Contract (the "Delivery Period") apply to the time of delivery of the item. This delivery period is binding. If the delivery period for the delivery of the item is not agreed in the Sales Contract, the Seller is obliged to deliver the item to the Buyer within 5 (five) working days from the date of conclusion of the Sales Contract. Before the expiry of the agreed delivery period, the Buyer is not obliged to accept the item.
2. From the contract concluded on the basis of the Framework Offer for the repeated conclusion of Sales Contracts for the supply of items to be carried out only after the conclusion of the Sales Contract, the Buyer's obligation to order the delivery of the item or items from the Seller and the Seller's obligation to deliver the item or items to the Buyer cannot be inferred, unless unless it follows otherwise from the contract concluded by accepting the Framework Offer. The Seller's obligation to deliver the item to the Buyer arises solely on the basis of the concluded Sales Contract, 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 Buyer made to the Seller in the manner agreed in the contract concluded on the basis of the Framework Offer.

V. Proof of Performance

1. The Seller is obliged to draw up and sign a record or a delivery note (the "record of handover and acceptance") with the Buyer on the handover and acceptance of the item, including its possible installation (commissioning), which will be signed by the representative of the Buyer and the Seller and will contain in particular the following elements:
 - a. The date of handover and acceptance of the item,
 - b. The names of the persons ensuring the handover and acceptance of the item,
 - c. A list of all documents that have been handed over by the Seller and taken over by the Buyer.
2. The draft record of handover and acceptance certifying the handover of the item to the Buyer will be prepared by the Seller in at least two copies.
3. The Seller will hand over to the Buyer, together with the delivered item, the documents and information necessary to accept and use the item, corresponding to its nature and purpose of use, if the purpose is not specified, then the usual purpose (e.g. declaration of conformity, operating instructions, safety data sheets, etc.) The Seller further undertakes, at the time of delivery of the item, unless otherwise specified below, to fulfill other obligations arising from generally binding legal regulations, in particular the obligations set out in the following paragraphs.
4. If the item contains a 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, Authorization and Restriction of Chemicals (REACH), as amended. The exposure scenario for the identified uses is annexed to the Hazardous Chemical Safety Data Sheet. If the safety data sheet has been revised, the Seller provides this revised version to the Buyer without delay. The safety data sheets are provided by the Seller to the Buyer electronically, by sending them to the following e-mail address: hsse@czgs.cz. The above requirements also apply to safety data sheets upon request in accordance with Article 31 (3) of Regulation (EC) No 1907/2006 of the European Parliament and of the Council (REACH), as amended.
5. The Seller declares that all substances contained in the item are registered by him or through the manufacturer or his sole representative for the intended use by the Buyers in accordance with Article 6 of Regulation (EC) No 1907/2006 of the European Parliament and of the Council (REACH), as amended. Following the Buyer's request, the Seller provides the Buyer with written evidence of the registration.
6. The Seller is obliged to provide the Buyer, together with the delivery of the item, with information on whether it contains a substance from the Candidate List of Substances of Very High Concern in a concentration higher than 0.1% weight by weight. The information must include at least the name of the substance (Regulation (EC) No 1907/2006 of the European Parliament and of the Council, Article 33). The Candidate List is available on the website of the European Chemicals Agency (ECHA).
7. For the purpose of placing the packaging on the market in the Czech Republic, the Seller is obliged to provide the Buyer with written evidence of the type of material from which the packaging is made and their weight. It will also provide a written declaration of compliance with the requirements for packaging placed on the market in accordance with Act No. 477/2001 Coll., on Packaging and on Amendments to Certain Acts, as amended, and with Directive 94/62/EC of the European Parliament and of the Council of 20 December 1994 on packaging and packaging waste.
8. If the Seller fails to comply with any of the obligations in paragraphs 2 to 6 of this Article or if the information or declaration under paragraphs 4 or 5 of this Article false, the Sales Contract is violated in a material way and the Buyer is entitled to withdraw from the Sales Contract. This does not affect the Buyer's other claims under the Sales Contract, in particular the right to a contractual penalty or damages. At the same time, the Seller is obliged to pay the Buyer a one-time contractual penalty in the amount of CZK 500 and if the above-mentioned obligations are not fulfilled even within the additional period specified by the Buyer in the written request, the Seller will pay the Buyer an additional contractual penalty in the amount specified in § 2 of

Government Regulation No. 351/2013 Coll., as amended, from the price of the item specified in the Sales Contract, for each day of delay in fulfilling the above-mentioned obligations from the day following the alternative date of fulfilling the obligations specified by the Buyer in the written request until their fulfillment.

VI. Shipping Costs

1. The delivery of the item is free of charge. The costs of delivery of the item, in particular the costs of transport, packaging, insurance of the item and customs duty will be borne by the Seller. These costs are considered to be included in the purchase price of the item.

VII. Risk of Damage to Items

1. The risk of damage to the item passes to the Buyer upon receipt of the item.

VIII. Acquisition of the Ownership Right to the Item

1. The Seller is obliged to allow the Buyer to acquire ownership of the delivered item. The Buyer acquires ownership of the item at the moment when it accepts the item, with the exception of a movable asset registered in a public list (e.g. a vehicle registered in the vehicle register), when the Buyer acquires ownership of the item by entering it in such a list, unless another legal regulation provides otherwise. In case of doubt, the Buyer is deemed to have taken over the item on the date specified in the duly signed handover and acceptance record.

IX. Purchase Price

1. The Buyer will pay the Seller the purchase price agreed in the Sales Contract, unless the Buyer and the Seller have agreed only on the method of its determination. In such a case, the method of calculating the purchase price is governed by the agreement of the Buyer and the Seller, and the Buyer pays the purchase price calculated in the specified manner.
2. The purchase price also includes the costs associated with packaging and delivery of the item to the place of delivery.
3. If the Seller is a VAT payer, it is entitled to the agreed purchase price or the purchase price calculated in the agreed manner, to charge VAT in accordance with the Value Added Tax Act, as amended, and the Buyer undertakes to pay VAT together with the purchase price.

X. Issuing Tax Documents/Invoices

1. The Seller is obliged to issue a tax document/invoice for the Buyer to pay the purchase price after handing over the item to the Buyer, 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.
2. The tax document must contain the elements set out in generally binding legal regulations for the tax document and the invoice must contain the elements set out in generally binding legal regulations for the accounting document and these documents must also contain the registration number of the Buyer's Offer to which they relate, the account number to which the cash payment by the Buyer is to be made and other elements agreed by the Parties. The tax document must also contain the Seller'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 Seller is obliged to attach a copy of the duly signed handover and acceptance record.
3. Where the chargeable event is subject to the reverse charge regime under the Value Added Tax Act (the "VAT Act"), the Seller is obliged to proceed in accordance with the relevant provisions of the VAT Act. The Seller 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 Seller is obliged to clearly indicate the billing period.
5. Tax documents / invoices are sent by the Seller in electronic form and must be in accordance with the Value Added Tax Act and in accordance with generally binding legal regulations.
6. The Seller is obliged to send the electronic tax documents and invoices to the Buyer to the email address: faktury@czgs.cz. If the invoice is sent in electronic form, it is not sent in paper form.
7. If the tax document or invoice does not contain the specified or agreed requirements (para. 2 to 4 of this Article) or if the tax document/invoice was issued in violation of these Terms and Conditions, the Buyer is entitled to return the tax document/invoice to the Seller, at the time of their maturity, without payment for correction or new issue. In this context, the Buyer informs the Seller of the reason for returning the tax document or invoice. The date of returning the tax document or invoice interrupts the period of their maturity and the new maturity period begins on the day when the corrected or newly issued tax document or invoice is delivered to the Buyer from the Seller.
8. If, on the date of the chargeable event, the conditions of the provisions of Section 106a of the VAT Act (unreliable payer) are met by the Seller or a bank account not disclosed in a legal manner within the meaning of the provisions of Section 109. (2)(c) of the VAT Act (unpublished account), the Buyer 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 Buyer 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 Seller, 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 Buyer's financial debt to the Seller is considered fully settled.

XI. Maturity of the Purchase Price

1. The Buyer pays the purchase price to the Seller after the acceptance of the item, by wire transfer.
2. The agreed purchase price is payable within 60 days from the date on which the tax document or invoice is delivered to the Buyer, duly issued by the Seller in accordance with these Terms and Conditions, unless otherwise specified below.
3. The purchase price is considered paid on the day when the amount of money is debited from the account of the Buyer's payment service provider to the account of the Seller's payment service provider.
4. If the Buyer is in delay in paying the purchase price due to a reason on the part of the Buyer, the Seller is entitled to require the Buyer to pay default interest specified in Government Regulation No. 351/2013 Coll., as amended, on the amount due for each day of delay. Interest on late payment to which the Seller is demonstrably entitled is payable within 15 days from the date on which the Seller requests the Buyer in writing to pay it.

XII. Reservation of Payments

1. The payment of the purchase price does not constitute a waiver of the Seller's delay rights or recognition that the delivery of the item has been ordered, or that the item has been taken over without reservations.

XIII. Prohibition of Assignment/Set-off

1. The Seller may not assign the Sales Contract or assign claims arising from the Sales Contract against the Buyer to third parties without the prior written consent of the Buyer. 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 Seller agrees with the Buyer's right to set off, by unilateral legal action, the due monetary claim of the Buyer against the Seller against any monetary claim of the Seller against the Buyer, regardless of the currency of the claim or the legal relationship from which it results. The Buyer is entitled to unilaterally set off his claims against such claims of the Seller that are not yet due, which cannot be affected by the enforcement of decisions, the satisfaction of which cannot be claimed in court or which are time-barred.
3. Without the prior express written consent of the Buyer, the Seller is not entitled to assign (including a security assignment of a claim or right) or pledge his claims against the Buyer.

XIV. Information and Notification Obligation

1. If the Seller needs additional information or documents beyond those arising from these Terms and Conditions to perform the Sales Contract, he contacts immediately the Buyer by written request sent by post, fax or email (e-mail).
2. By accepting the Offer, the Seller also confirms that he is authorized to perform the activity that is the subject of the Sales Contract and that the relevant authorization has been issued by the competent authority to perform the given activity, which has not expired.
3. In order to ensure the proper performance of the obligations under the Sales Contract, the Buyer and the Seller are obliged to inform each other without undue delay about the change of their identification data, compared to the data specified in the Sales Contract and about any other changes or facts that may affect the performance of the Sales Contract arising in accordance with these Terms and Conditions.

XV. Termination of the Sales Contract

1. The Buyer is entitled to terminate the Sales Contract 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 Seller.
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 Sales Contract ceases to exist. This is without prejudice to the Seller's obligation to deliver the item to the Buyer according to the Offer accepted by the Seller before the date on which the written notice was delivered to the other contractual party, as well as the subsequent obligation of the Buyer to accept the properly delivered item and pay the agreed purchase price, unless the Buyer and the Seller demonstrably agree otherwise in writing.

XVI. Withdrawal from the Sales Contract

1. Both the Seller and the Buyer are entitled to withdraw from the Sales Contract for the reasons specified in the Civil Code and each of them for the reasons specified below.
2. The Buyer is also entitled to withdraw from the Sales Contract, except for the reason specified in paragraph 1 of this Article if:
 - a. A decision is issued to dissolve the Seller by liquidation without a legal successor,
 - b. The Seller becomes insolvent, or insolvency or other similar proceedings have been initiated against the Seller'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 Seller 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,
 - c. Bankruptcy has been declared against the Seller's assets or enforcement proceedings initiated,
 - d. The Seller is in delay with the delivery of the item for more than 15 days,
 - e. The Seller is in delay with the removal of the defect of the delivered item for more than 15 days.
3. The Seller, in addition to the reason specified in paragraph 1 of this Article, is also entitled to withdraw from the Sales Contract if the Buyer is in delay with the payment of the agreed purchase price for more than 30 days, despite a written notice from the Seller providing a reasonable period for remedy.
4. The Seller and the Buyer are entitled to withdraw from the Sales Contract without undue delay after the conduct of the other Party undoubtedly shows that it violates the Sales Contract in a material manner.
5. Withdrawal from the Sales Contract under paragraph 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 Sales Contract notifies the other Party that it is withdrawing from the Sales Contract, it cannot change the choice of its own accord anymore.
6. If a Party could have withdrawn from the Sales Contract for a material breach of the Sales Contract and did not exercise its right in time, this does not prevent it from withdrawing from the Sales Contract at a later date with reference to similar conduct by the other Party.
7. By withdrawing from the Sales Contract, the obligation under the Sales Contract ceases from the beginning, unless otherwise provided in the Terms and Conditions or the Sales Contract.
8. If the Seller has performed only partially under the Sales Contract, the Buyer may withdraw from the Sales Contract only in respect of the unfulfilled remainder of the performance, if the Buyer states this in the notice of withdrawal from the Sales Contract.
9. The Buyer or the Seller may withdraw from the Sales Contract binding the continuous or repeated delivery of the item only with effect for the future. This is without prejudice to the Seller's obligation to deliver the item to the Buyer according to the requirement notified by the Buyer to the Seller before the date on which the notice of withdrawal from the Sales Contract was delivered to the other contractual party, as well as the Buyer's obligation to accept the properly delivered item and pay the agreed purchase price, unless the Buyer informs the Seller in writing that it is not interested in the delivery of the item. After the termination of the obligation under the Sales Contract, these Terms and Conditions apply to the legal relations of the Contracting Parties regarding the delivered items until the expiry of the guarantee period.
10. Withdrawal from the Sales Contract 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.
11. The Buyer may not withdraw from the contract or demand the delivery of a new item if the item can not be returned in the state in which it was received. This does not apply
 - a. If there has been a change in status as a result of an inspection to identify a defect,
 - b. If the buyer used the item before the discovery of the defect,
 - c. If the buyer sold the item before the defect was discovered, if the item was consumer, or if the item has been altered during its normal course of use; if only in part, the buyer returns to the seller what else he can return and gives the seller a refund to the amount in which he has benefitted from the use of the item.

XVII. Seller's Delay in Performance

1. If the Seller is in delay with the delivery of the item he is obliged to pay the Buyer a contractual penalty in the amount specified in accordance with Section 2 of Government Regulation No. 351/2013 Coll., as amended, from the purchase price under the Sales Contract.
2. If the Seller is in delay with the payment of the financial debt towards the Buyer he is obliged to pay the Buyer a contractual penalty from the amount of money due in the amount specified in accordance with Government Regulation No. 351/2013 Coll., as amended.
3. The Seller is obliged to pay the contractual penalty or default interest to the Buyer within 15 days from the date on which the Buyer requests it to pay the contractual penalty or default interest by a wire transfer to the Buyer's account, which the Buyer communicates to the Seller in this context.
4. The provisions on contractual penalty and default interest are without prejudice to the right of the Buyer 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 Buyer is entitled to in the event of a delay.

XVIII. Rights From Defective Performance

1. The rights and obligations of the Buyer and the Seller regarding the rights arising from defective performance are governed by the relevant generally binding legal regulations (in particular the provisions of Sections 1914 to 1925, Sections 2099 to 2117 and Sections 2161 to 2174 of the Civil Code), unless otherwise provided for in the Terms and Conditions.

2. The Seller is liable to the Buyer that the item is free from defects upon acceptance, even if it occurs later. The Buyer's right is also established by a later defect caused by the Seller's breach of duty.
3. Under these Terms and Conditions, the provisions of Section 1918 of the Civil Code do not apply to the delivery of the item under the Sales Contract, except when the subject of the Sales Contract is the delivery of the item in bulk.
4. The Seller provides the Buyer with a quality guarantee for the delivered item with a guarantee period of 24 months, unless a different period results from the Sales Contract.
5. Rights from defective performance are to be exercised by the Buyer at the Seller's address at the Buyer's registered office or by sending to the Seller's data box. The moment when the defect notification is delivered to the Seller is considered to be the moment of filing the complaint. Upon receipt of the item for complaint, the Seller issues a confirmation to the Buyer of when and to what extent the complaint was made.
6. The Seller undertakes to remove the defect covered by the guarantee no later than 5 (five) working days from the moment the defect was notified to him by the Buyer, either by delivering a new item without defect or by delivering the missing item, unless the Parties agree otherwise.
7. The Seller notifies the Buyer in writing of the method of settling the complaint. After settling the complaint, the Seller will hand over to the Buyer the item to which the complaint has been applied, including a written confirmation stating the method of settling the complaint.

XIX. Legal Succession/Assignment of the Sales Contract

1. The Buyer is entitled to transfer his rights and obligations under the Sales Contract, or part thereof, that have not been fulfilled at the time of transfer, to another person at any time, by assigning the Sales Contract or assigning part of the Sales Contract, and this person is entitled to accept the rights and obligations arising from the Sales Contract that have been assigned to the Buyer. The legal effects of the assignment of the Sales Contract or its part are effective against the Seller at the latest at the moment when the Buyer or a third party as the assignee of the assignment of the Sales Contract or its part notifies the Seller.
2. The Seller is entitled as an assignor to assign contracts or the Sales Contract or its part within companies or persons with which he forms a group. These persons are also entitled to assume the Seller's obligations towards the Buyer under the Sales Contract. The legal effects of the assignment are effective against the Buyer at the moment when the Seller notifies the Buyer in writing of the assignment of the Sales Contract.

C. General Arrangements

I. Choice of Law

1. Legal relations arising from the Sales Contract and not directly provided for in the Sales Contract are governed by the relevant provisions of the Civil Code. The Contracting Parties also undertake to interpret the rights and obligations regulated by the Sales Contract in accordance with the Civil Code.

II. Law and Jurisdiction

1. Where the Sales Contract is in conflict with the Terms and Conditions, the provisions contained in the Sales Contract prevail.
2. The Contracting Parties undertake to resolve disputes arising from the Sales Contract 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 court with territorial jurisdiction for all disputes arising from the Sales Contract between the Seller and the Buyer is the general court of the Buyer, in the case of the legal successor of the Buyer or the person to whom the Sales Contract has been assigned, the general court of this person, unless the Parties agree in writing that the dispute will be resolved by an arbitration court.

III. Occupational Safety and Environmental Protection

1. If the Seller delivers the item to the place designated by the Buyer, he is obliged to comply with the principles of occupational health and safety, fire protection and environmental protection at this place, and to ensure this even for persons he has used to perform the activities that are the subject of the Sales Contract (e.g. his employees or subSellers). The Seller undertakes to ensure that the above-mentioned persons comply with all the generally binding regulations regarding occupational health and safety, fire protection and environmental protection in the given places.
2. The movable asset (product, machinery and electrical equipment) to be delivered to the Buyer on the basis of the Sales Contract must meet the requirements of Act No. 22/1997 Coll., on Technical Requirements for Products, as amended. The Seller will provide the Declaration of Conformity and the operating instructions, as well as the safety data sheets according to the reach Regulation to the Buyer or the recipient of the item. The provision of these documents together with the items delivered under the Sales Contract in the Czech language is part of the agreed volume of items to be delivered; all costs of the Seller arising in connection with this are included in the purchase price.
3. The Seller is obliged to pack the item in the usual way. In the case of a hazardous chemical substance or mixture, the Seller is obliged to respect the labelling and packaging of the item in accordance with Regulation (EC) No 1272/2008 of the European Parliament and of the Council of 16 December 2008 on classification, labelling and packaging of substances and mixtures (CLP), as amended, unless otherwise follows from the contract concluded by accepting the Framework Offer.

IV. Mailing

1. Delivery of mail related to the obligations arising between the Seller and the Buyer on the basis of the Offer and the Sales Contract within the meaning of these Terms and Conditions, the Buyer and the Seller undertake to carry out via a data box or delivery to the addresses of the registered offices as specified in the Sales Contract, or to the registered office listed in the Commercial Register, if delivery to the address under the Sales Contract is not successful, unless they demonstrably agree on another place for delivery of mail.
2. Mail can be delivered via a data box, in person, through a postal service operator, or by courier service. Offers (orders or Framework orders) can also be delivered by email. The Buyer may also deliver Buyer's Offers in the form of Auto PO, which is the delivery of automatically generated Orders from the SAP system. Offers (Orders, Framework Orders) delivered in this way will not be signed by the Buyer, but will be subsequently accepted, i.e. confirmed by the Seller. The Buyer's Offers may also be sent and accepted (confirmed) via the Buyer's application SUS (Supplier Self-Service).

V. Confidentiality

1. The Contracting Parties undertake to maintain confidentiality in relation to the subject matter of the Sales Contract 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 Sales Contract ("Confidential Information"). For the purposes of the Sales Contract, confidential information also means (a) information of a commercial, technical and financial nature relating to the Buyer's customers and (b) information on the operation and development of the Buyer'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 public domain without the Contracting Party violating its obligations under the Sales Contract,
 - 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 Buyer, as well as to persons controlling and controlled by the Buyer 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 public domain, without the Party violating its obligations under the Sales Contract.
5. The claims of the Contracting Parties for compensation for damage caused by a breach of obligation under this Article are
6. governed by the relevant provisions of the Civil Code, unless otherwise provided for in the Contract.

VI. Personal Data Protection

1. The Seller and the Buyer undertake that when processing the personal data ("PD") of the other Party for the purposes under the Sales Contract, 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 Sales Contract, 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 Seller and the Buyer 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 Seller as a processor is governed by a contract that the Buyer and the Seller undertake to conclude before the processing of personal data begins. The contract binds the Seller to the Buyer 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, the obligations and rights of the controller.
3. The Buyer 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 Buyer 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 Sales Contract 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 Buyer's registered office or to his data box.

VII. Register of Contracts

1. If the Sales Contract 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 on 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 Sales Contract to the extent and in the manner specified

by law. Publication will be made by the Buyer. At the conclusion of the Contract, the Seller undertakes to inform the Buyer 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 Sales Contract. 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 Sales Contract is not subject to publication under the Act on the Register of Contracts, the Contracting Parties expressly undertake not to publish the Sales Contract in the Register of Contracts. In the event of a breach of the obligation agreed in the previous sentence, the breaching party will pay 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.

D. Joint, Transitional and Final Provisions

1. These Terms and Conditions come into force and effect on 9 September 2024
2. All legal relations established between the Seller and the Buyer before the entry into force of these Terms and Conditions remain in force. These legal relationships continue to be governed by the terms and conditions and arrangements applicable to the contractual relationship between the Parties at the time of the conclusion of the Sales Contract, unless the Buyer and the Seller demonstrably agree otherwise.
3. The Buyer 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 rights and obligations under the Sales Contract concluded before the date of entry into force of the change to the Terms and Conditions, the Buyer is obliged to notify the Seller of the change to the Terms and Conditions in writing, in which case the Seller is entitled to refuse the change to the Terms and Conditions for the Sales Contract concluded before the change to the Terms and Conditions takes effect, no later than 30 days from the date on which the change is notified to him. In such a case, the Terms and Conditions effective at the time of conclusion of the Sales Contract apply to the Sales Contract in question.
4. These Terms and Conditions cease to apply to the Seller, who has not refused to change them, at the expiration of the period of 30 days from the date on which he could refuse to change the Terms and Conditions.
5. The Seller 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 Seller undertakes to familiarize himself with these principles and rules without undue delay after the conclusion of the Sales Contract, unless he has already become acquainted with them by the time of conclusion of the Sales Contract.

Prague, 1 September 2024