

GENERAL TERMS AND CONDITIONS

1. General provisions

The following General Terms and Conditions (the "General Terms and Conditions") shall apply to all works contracts (the "Works") entered between Cegelec a.s. ("Cegelec") and a client (the "Client"). Cegelec and the Client have discussed the actual need of the Client, and considered it is met by the Offer made by Cegelec. The Parties hereby agree to submit any performance related to the Works to The General Terms and Conditions which shall prevail on the Client's purchasing terms and conditions if any.

Any offer from Cegelec and any consecutive contract or order shall be governed exclusively by the General Terms and Conditions and by the particular conditions agreed in writing between Cegelec and the Client. Unless otherwise agreed, the Cegelec's offer shall be valid during thirty (30) days from the date of its delivery to the Client.

The only documents being part of the agreement between the parties (the "Contract") shall be the following ones, by decreasing order of precedence:

- a) the Cegelec's offer and its appendices including any particular conditions and these General Terms and Conditions,
- b) the Client's order or the contract signed with the Client,
- c) the acknowledgement of receipt of the Client's order by Cegelec, if any.

2. Performance conditions

Prior to the performance of the Works the Client shall have obtained all authorisations and/or signed all contract with third parties that may be required for the performance of the Works.

The Client shall put at the disposal of Cegelec on the site where the Works are performed (the "Site") any premises and equipment, in a good state of work, necessary to the performance of the Works. The Client shall be solely responsible for the fitness for purpose of the Works ordered.

The Client shall also be responsible for taking all steps necessary to the prevention of accidents or diseases, included the risks of asbestos, and for setting up the usual facilities on the Site.

Any representative of the Client on the Site shall be deemed, unless opposite written information given to Cegelec, to have the necessary authority to perform the Contract.

3. Variations

The conditions of performance and the prices of any additional works, i.e. not included in the Contract, and/or resulting from a modification in the laws, rules or any regulations shall be agreed between the parties.

Any change in the conditions of performance shall be deemed a variation entitling Cegelec to an additional payment to compensate any and all cost incurred for which Cegelec is not exclusively liable.

Should no agreement on such conditions and price be reached, Cegelec shall be entitled to suspend or to refuse the performance of the additional works concerned.

The Client, duly informed by Cegelec, shall not refuse to pay such additional works and/or variation if the Client has not expressly refused their performance.

4. Time for completion

The time for completion shall be extended in case of Force Majeure event, variation, or delay due to the Client or to a third party and generally in case of any delay or event not exclusively attributable to Cegelec or beyond its reasonable control. Any delay in payment of any agreed term by the Client shall automatically entitle Cegelec to an equivalent extension of time and full compensation of costs incurred by Cegelec.

5. Liquidated damages

Should Cegelec not comply with the contractual time for completion for reasons directly and exclusively attributable to Cegelec and should the pertaining delay have caused damages to the Client, the Client may ask Cegelec to pay, after written notification to respect the time for completion remained without effect and on motivated written request liquidated damages calculated on the contractual amount, taxes excluded, of the part of the Works delayed, at the rate of 0,2 % per full week of delay. The total amount of such liquidated damages shall be limited to five percent (5 %) of the value, tax excluded, of the Works delayed. Such liquidated damages shall be in full satisfaction of the Client for the delay and shall be exclusive of all other damages to the Client for such delay.

Liquidated damages for poor performance, if provided so in the Contract, shall be in full satisfaction of the Client for poor performance and shall be exclusive of all other damages for poor performance and of any other penalties for such poor performance.

The overall liability of Cegelec for the delay and poor performance and for any other liquidated damages shall in no case exceed five percent (5%) of the Contract price, tax excluded.

6. Force Majeure

Should the performance of a party's contractual obligations be delayed, limited or prevented by a Force Majeure event such as, but not limited to, act of God, labour conflict, shortage or delay in supply of raw material or of any equipment, or by any event that was not foreseeable or any circumstances that cannot be overcome, even with due diligence, and/or without a significant increase in the price, the party which contractual performance is prevented, limited or delayed shall not be held liable and the time for completion shall be extended accordingly.

7. Taking over

Cegelec shall notify the Client the completion of the Works either by letter or by written mention on the Site meeting report. Within fifteen (15) days of this notification, the Client shall proceed to all prior works necessary to the taking-over, including tests, with Cegelec attendance.

The date of taking-over, with or without conditions, shall be the date of completion of the Works as set in the said notification.

The Client's refusal of the taking-over shall be only based either on the non-completion of the Works or on several material defects preventing the normal working of the Works performed by Cegelec.

Cegelec shall sole decide either to accept the reasons of the taking-over's refusal, or to redo the Works necessary to the achievement of the taking-over, or to apply the dispute clause hereafter.

The taking-over without any conditions shall be deemed to have occurred in case of silence kept by the Client during fifteen (15) days after the date of the notification mentioned in the first paragraph or in case Cegelec has not been given in writing the reasons of the taking over refusal within this twenty-day period.

In case of taking-over under conditions, Cegelec shall, within ninety (90) days from the notification of the Client's decision or any other agreed period, perform the Works necessary to the taking-over occurrence. In case of silence kept by the Client during fifteen (15) days from the information given by Cegelec that these Works have been performed, the conditions shall be deemed to have been met and the taking-over to have occurred.

The transfer of risks for the Works to the Client shall occur at the date of taking-over. Title for the equipment entrusted by the Client to Cegelec for the erection shall remain to the Client.

Any use or occupation, in whole or in part, by the Client of the Works shall be considered as taking-over without conditions and shall entail transfer of the risks to the Client.

Delivery (In case sale of goods are included in the scope of the Contract)

Cegelec delivers the goods to the Client within the period agreed in the contract without prejudice to the provisions of article 4 (Time for completion).

The place of delivery is the registered address of the Client or the place of delivery agreed in the Contract. The delivery is deemed

completed when the Client is enabled to dispose of the goods at such place at such time advised by Cegelec, or on handover of the goods to the first forwarding agent for the purpose of their transportation to the buyer EXW Incoterms © 2010.

If requested Cegelec will communicate to the Client the transportation number of the consignment and contact details of the contractual carrier.

The Client shall ensure acceptance and unloading of the consignment at the place of delivery stated in the Contract at the time agreed in the Contract and previously notified to the Client. Should the Client fail to comply with this requirement, and such failure causes delay, Cegelec shall be entitled to charge the Client with any and all cost incurred by Cegelec accruing from such failure including though not limited to re-delivery, additional transportation costs, storage and handling.

The Client or the authorized person appointed by the Client shall check the consignment immediately upon delivery in the presence of the carrier and immediately notify any remark as to the condition of the consignment: completeness, damages. In case of damage, the Client shall record any claim in the delivery note in the presence of the carrier and provide appropriate evidence such as photographs of the ascertained damages. The Client shall immediately inform Cegelec. The production of an appropriate record in the delivery note confirmed by the carrier and providing appropriate supporting evidence is a condition precedent to present any claim to Cegelec.

8. Warranty

Cegelec shall warrant that the Works are free from defects during a twelve-month period from the taking-over as mentioned in clause 7 "Taking Over".

The obligation of Cegelec during such period shall be limited to the repair or correction of default or to replacement of the parts whose non-conformity was not apparent at the taking-over.

No warranty shall be granted by Cegelec for normal wear and tear, use, modification or addition made by the Client or a third party to the Works, default or damages caused by the Client or a third party, non respect of the instructions for installations, use, maintenance or environment.

Cegelec shall not be responsible for the maintenance of the Works, except if otherwise agreed.

9. Price

The Particular conditions shall specify the global price for the Works when it is a lump sum, and/or, as the case may be, the breakdown of the price in quantities (price of the studies, supply, transportation, and installation).

The price mentioned shall be before tax and for a working time of forty-five (40) hours a week, from Monday to Friday included and only during business days and excepting public holidays, and for a continued performance of the Works on the Site and on a Site made available by the Client in conditions of safety and health compliant with the Laws and with a normal access to the Site facilities.

Cegelec shall be entitled to revision of the price during the performance of the Contract in accordance with the provisions set out in the particular conditions, unless otherwise expressly specified.

The Client shall put in place before the beginning of the Works all financial guarantees required by Law.

10. Payment

Unless otherwise specified in the particular conditions, the price shall be paid as follows, fifty percent (50%) at acceptance by the Client of the Cegelec's offer and fifty percent (50%) according to Works progress, by interim monthly payments made by wire transfer or bill of exchange. The terms of payment shall be thirty (30) days following the invoice date.

Every late of payment shall give rise to payment of interests from the date when the payment is due in accordance with the provisions hereunder, at the rate applied by the European Central Bank to its latest refinancing operation plus ten (10) points.

Moreover, Cegelec shall also be entitled, five (5) days after written notice remained without effect, to suspend performance of the Works until payment of all the amounts due, in principal and

interests, and/or to terminate the Contract without being liable for any damages nor liquidated damages due to this suspension or termination.

11. Liability

The liability of Cegelec shall be strictly limited to the obligations expressly defined in the Contract and in the General Terms and Conditions.

Cegelec shall not be liable for any indirect, consequential or incidental damages, such as, but not limited to, loss of profits or loss of contract, incurred by the Client due to or in relation with the performance of the Contract.

The aggregate liability of Cegelec on all claims of any kind shall be limited to the Contract price.

The Client shall waive all rights of recourse and indemnification against Cegelec and its insurers the limitation and exclusions set in this article 11. The Client shall hold harmless Cegelec of any recourse from a third party, such as the Client's insurers, beyond these limitation and exclusions.

12. Intellectual property - Confidentiality

Cegelec shall remain vested in all the documentation provided, communicated or made accessible to the Client in the framework of the Contract.

The Client shall use the documentation exclusively for the Contract's completion. The documentation shall be considered as confidential and shall not be divulged to any third party without the Cegelec's prior written consent.

All know-how and intellectual property rights relating to the performance of the Contract shall remain vested in Cegelec.

13. Termination

Should the Client fail to comply with all or part of its contractual obligations, such as the handing over by the Client to Cegelec of a payment guarantee, or should a debt affect the Client's property, Cegelec shall be entitled to suspend or terminate the Contract after prior written notice remained without effect.

In such case, the Client shall indemnify and hold Cegelec harmless from any and all costs and damages incurred by Cegelec relating to this termination, such as, but not limited to, costs of the Works performed at the termination date and costs incurred by the Cegelec sub-contractors and suppliers.

14. Settlement of disputes – Applicable law

Any dispute that cannot be amicably settled shall be submitted to the court of the place where the Cegelec's registered office is located.

The General Terms and Conditions shall be governed and construed in accordance with the laws of Czech Republic.

Without prejudice of any contractual or legal provisions, any claim or recourse of the Client against Cegelec concerning the Contract shall to be valid be made within three (3) years following the taking-over of the Works or the date on which the taking-over is deemed to have occurred.

15. Assignment

Cegelec shall be entitled to assign the Contract to any company being part of the VINCI Energies Group, which means to any company held directly or indirectly by VINCI Energies.

16. Ethics and Compliance

Cegelec's policy with respect to Ethics and Compliance falls within the commitments of VINCI Group as defined in a full set of documents available from VINCI website, <https://www.vinci.com/> or upon simple request to Cegelec: its Manifesto Together, its Code of Ethics and Conducts, its adhesion to the UN Global Compact 10 principles, its subcontractors relations guidelines, the VINCI's guide on human rights. Cegelec fully complies and endorse all these

commitments and intends to promote the same and associate its Clients to this action.

The Parties consider with the highest degree of priority the compliance with ethics and compliance regulations, also including competition and environmental regulations. Therefore, the Client commits as a primary obligation to (i) comply with applicable laws in all the Countries it performs its activities, (ii) comply with VINCI ethics principles in the performance of the Contract, (iii) respect human rights, (iv) comply with any legislation/regulation in relation to competition, anti-corruption and forbid any such illicit behaviour, (v) include environmental issues and limits its impact in this respect in the course of its business, (vi) set up and maintain its own policies in relation to the above, (vii) inform without delay Cegelec of any demand, action or omission, or any event which would conflict with VINCI manifesto set of principles.

The Client hereby authorizes Cegelec to perform or have performed audits on the Clients locations to control full compliance of the abovementioned commitments.

Should the Client fail to comply with provisions of this article, without prejudice to the provisions of article 13, it shall indemnify and hold harmless Cegelec of any and all penalty, fine, damage, loss, cost and or any liability whatsoever arising out of such breach.

17. General Data Protection

The Parties commit to comply with the Data Protection Directive 95/46/EC and the General Data Protection Regulation 2016/679 as from its enforcement date.