



I. Introductory Provisions

- 1.1. These Terms and Conditions (hereinafter referred to as the “**Terms**”) apply to contractual relationships arising from a purchase agreement (hereinafter referred to as the “**Agreement**”) concluded pursuant to Section 2079 of Act No. 89/2012 Coll., the Civil Code.
- 1.2. The buyer is **ÚJV Řež, a. s.**, Company ID: 46356088, VAT ID: CZ46356088, with its registered office at Hlavní 130, Řež, 250 68 Husinec, registered in the Commercial Register maintained by the Municipal Court in Prague, Section B, Insert 1833 (hereinafter referred to as the “**Buyer**”).
- 1.3. The seller is the person designated as the supplier of the goods in the Agreement (hereinafter referred to as the “**Seller**”).
- 1.4. The Buyer and the Seller are also collectively referred to in these Terms as the “**Parties**”.
- 1.5. These Terms form an integral part of the Agreement. Any provisions in the Agreement that deviate from these Terms shall take precedence over the Terms.

II. Goods and Their Characteristics

- 2.1. The Seller shall deliver the goods in accordance with the specification set out in the Agreement. If the Agreement does not specify the characteristics of the goods, the goods shall be delivered with customary characteristics.
- 2.2. The Seller shall deliver the goods new and unused, unless expressly stated otherwise in the Agreement.
- 2.3. The Seller shall deliver the goods at its own cost and risk.
- 2.4. The performance includes (according to the specification set out in the Agreement or depending on the nature of the performance), in particular:
 - a) delivery of the goods and their installation;
 - b) transportation of the goods to the place of performance;
 - c) disposal and removal of replaced components;
 - d) demonstration of the functions of the goods and training of the personnel operating the goods;
 - e) provision of all documents necessary for the acceptance and use of the goods, documents proving the qualitative parameters of the goods, and documents related to the goods pursuant to applicable legal regulations; and
 - f) licenses required for the use of the goods, in particular consent to the use of an invention, utility model, or industrial design, consent to the use of copyrighted works, or consent to the use of know-how (to the extent agreed in the Agreement).

III. Price

- 3.1. The purchase price is stated in the Agreement.
- 3.2. The purchase price includes all costs of the Seller necessary for the proper and timely delivery of the goods, in particular those (including any remuneration) referred to in Clause 2.2 of these Terms.

IV. Payment Terms

- 4.1. The Seller is entitled to issue a tax document for the purchase price only once the proper provision of the performance under Clauses 5.4 and 5.5 of these Terms has been confirmed; the protocol must be attached to the tax document.
- 4.2. If the due date is not specified in the Agreement, the purchase price shall be payable forty-five (45) calendar days from the date of delivery of the invoice to the Buyer. The monetary obligation shall be considered fulfilled at the moment the corresponding amount is debited from the Buyer's account to the Seller's account.

- 4.3. The tax document must meet the requirements stipulated by the applicable legal regulations. If the tax document does not have the required elements, the Buyer is entitled, within the due date, to return the tax document to the Seller specifying the defects. By delivering a new tax document to the Buyer, a new due date shall begin to run.
- 4.4. Payments shall be made by bank transfer to the Seller's bank account stated in the Agreement. This bank account must be maintained with a domestic payment service provider and published in a manner allowing remote access pursuant to Section 96(2) of Act No. 235/2004 Coll., VAT Act. The Parties agree that any change to the Seller's bank details or account number can only be made by a written amendment to the Agreement or by a written notice delivered by the Seller to the Buyer no later than together with the relevant invoice.
- 4.5. If, under Section 109 of the VAT Act, the Buyer as the recipient of the supply becomes liable for unpaid tax on this supply, the Buyer is entitled to pay the VAT on behalf of the Seller directly to the Seller's tax authority for the purpose of special tax security pursuant to Section 109a of the VAT Act. The Buyer shall inform the Seller in writing about such payment. The amount of tax paid in this way shall reduce the Seller's receivable from the Buyer by the corresponding tax amount, and the Seller shall not be entitled to claim this amount from the Buyer.
- 4.6. The Buyer is entitled to set off any receivable it holds against the Seller even without the Seller's consent. The Seller is entitled to set off any receivable it holds against the Buyer only with the prior written consent of the Buyer.

V. Place and Time of Performance

- 5.1. The place of performance is the Buyer's registered office address, unless otherwise specified in the Agreement.
- 5.2. If the delivery date is not specified in the Agreement, the Seller shall deliver the goods immediately after the conclusion of the Agreement.
- 5.3. The risk of damage to the goods and ownership rights shall pass to the Buyer at the moment the goods are duly delivered to the Buyer.
- 5.4. A delivery protocol shall be drawn up and signed by the Parties, confirming whether the goods were properly delivered and all activities forming part of the performance under Clause 2.2 of these Terms were carried out, or whether the performance contains defects. If any defects are found upon delivery, the Seller shall remedy them within fifteen (15) calendar days, unless the Parties agree on a different deadline in the protocol (the deadline must be stated in the protocol). The Buyer is not obliged to accept defective performance.
- 5.5. The goods shall be deemed duly delivered only when a protocol has been drawn up confirming that the goods and all components of the performance under Clause 2.2 of these Terms were provided without defects.

VI. Warranty for Quality

- 6.1. The Seller provides the Buyer with a warranty for the quality of the goods for a period of twenty-four (24) months from the date of delivery of the performance without defects (Clause 5.5 of these Terms), unless otherwise agreed.
- 6.2. The Seller is liable for defects in quantity, quality, and workmanship that the goods have at the moment the risk of damage passes to the Buyer, as well as for defects that appear in the goods during the warranty period.
- 6.3. In a written claim, the Buyer shall specify how the defect manifests itself and how the Buyer requests the claim to be resolved. The Seller is obliged to remedy the defect without undue delay from the

moment of notification, but no later than fifteen (15) calendar days from the notification of the defect, unless a different deadline is agreed between the Parties due to the scope and nature of the defect.

- 6.4. If the Seller is in delay in remedying the defect in the goods, the Buyer is entitled to remedy the defect itself or through a third party and to charge the resulting costs to the Seller, without prejudice to any rights granted to the Buyer under the Agreement.
- 6.5. The warranty period does not run from the time the defect is notified to the Seller until the defect is properly remedied. For those parts of the goods that are replaced or repaired by the Seller as a result of a justified claim by the Buyer, a new warranty period shall run from the date of defect remedy in the duration specified in Clause 6.1 of these Terms.
- 6.6. If the full purchase price has not been paid by the time a claim is made, the Buyer is not obliged to pay the purchase price or any part thereof until the claim is resolved.

VII. Confidential Information

- 7.1. The Parties acknowledge that in the course of performing this Agreement they may become acquainted with information considered confidential by the Parties (hereinafter referred to as the “**Confidential Information**”).
- 7.2. For the purposes of this Agreement, Confidential Information shall mean all information, facts, data, materials, or documents of any kind, whether in written, oral, electronic, visual, or other form, which the Parties make available to each other in connection with this Agreement, and which:
 - a) are marked as confidential, secret, or similarly; or
 - b) given their nature or the circumstances of disclosure, can reasonably be considered confidential, even if not explicitly marked as such.
- 7.3. Confidential Information shall include, but is not limited to, commercial, financial, technical, manufacturing, organizational, personnel, legal or other information, trade secrets, methodologies, processes, and know-how related or unrelated to the integration of AI into products, services, or internal processes, technological procedures, contracts, personal data, information and data on business strategies, pricing, and contractual relationships related to the provision or use of AI, or information on the use or modification of third-party models if they contain or process the Party's confidential data, as well as any other facts in which a Party has an obvious interest in protecting. Such information shall be considered confidential until the Parties confirm otherwise in writing.
- 7.4. The Parties undertake to maintain the confidentiality of the Confidential Information of the other Party. All Confidential Information shall be treated as confidential, even if it would not otherwise qualify as a trade secret under Section 504 of the Civil Code.
- 7.5. The Parties undertake not to further disseminate or reproduce the Confidential Information and not to make it available to any third party. The Parties further undertake not to use the Confidential Information in a manner inconsistent with its purpose or the purpose of its disclosure, for their own benefit or for the benefit of third parties.
- 7.6. Disclosure of Confidential Information to a third party for the purpose of performing this Agreement shall only be permitted if the Party to whom the Confidential Information belongs has given prior written consent. The Party disclosing the Confidential Information shall also oblige the third party to confidentiality to the same extent as required under this Agreement; disclosure shall only be made to the extent strictly necessary for the performance of this Agreement.

- 7.7. The Parties shall ensure that the Confidential Information of the other Party is not leaked, disclosed, or disseminated, and shall protect the confidentiality of such information. The Parties shall exercise the maximum effort reasonably required to ensure that their employees and any persons engaged pursuant to Clause 7.6 comply fully with the confidentiality obligations.
- 7.8. The obligations under this Article VII of these Terms shall not apply to Confidential Information which:
 - a) is publicly available at the time of disclosure, or becomes publicly available after disclosure without breach of this Agreement;
 - b) the recipient is obliged to disclose under applicable law or pursuant to a court or competent administrative authority decision, provided that the recipient immediately notifies the other Party of such legal obligation (unless prohibited by law or the decision) and takes measures to ensure the confidentiality of the disclosed information to the maximum extent permissible by law or decision;
 - c) is disclosed to the public pursuant to prior written agreement of the Parties.
- 7.9. Disclosure of information under this Agreement does not grant any rights to a license, trademark, patent, right to use or reproduce copyright works, or any other intellectual or industrial property rights.
- 7.10. The provisions of this article shall survive the termination of this Agreement.

VIII. CFSI Clause

- 8.1. The Buyer declares that it has implemented a system preventing the supply of counterfeit, fraudulent, and suspect items (so-called CFSI – Counterfeit, Fraudulent, Suspect Items). For the purposes of the Agreement, a counterfeit, fraudulent, or suspect item (hereinafter referred to as a “**CFSI item**”) is defined as an item whose origin, age, composition, configuration, certification status, or other characteristic (including whether the material has been previously used) has been falsely represented in any of the following ways: a) misleading material marking, labelling, or packaging; b) misleading documentation; or c) any other means, including the omission of relevant information.
- 8.2. In the event that the Seller identifies a CFSI item in connection with the performance under the supply chain, the Seller undertakes to:
 - a) immediately inform the Buyer of this fact;
 - b) promptly replace the affected CFSI item with an item that is not a CFSI item and fully complies with the terms of the Agreement; and
 - c) provide the Buyer with all necessary cooperation to determine the cause of the CFSI item occurrence and take appropriate corrective measures.
- 8.3. Breach of any of the obligations under the preceding paragraph constitutes a material breach of the Agreement.

IX. Compliance Clause

- 9.1. The Seller undertakes to comply with applicable and effective laws, rules, and codes of conduct that fully correspond to the ČEZ Group Code of Ethics and its policy on compliance with legal and ethical principles in business, including the Commitment to ethical conduct. The Seller has familiarized itself with this Commitment to Ethical Conduct on the website www.cez.cz (section “About the Company – For Suppliers” or directly via the following link: <https://www.cez.cz/nextcez/cs/pro-dodavatele/zavazek-etickeho-chovani>). By signing this Agreement, the Seller undertakes to adhere to the Commitment to Ethical Conduct in performing this Agreement and any other agreements, including in relations with third parties. The Seller further undertakes, upon the Buyer's

- request, to demonstrate compliance with the Commitment to Ethical Conduct.
- 9.2. The Parties agree that the Buyer, either directly or through another entity within the ČEZ Group, is entitled to monitor the Seller's compliance with the obligations arising from the Commitment to Ethical Conduct (hereinafter referred to as the "**audit**"). The audit shall be carried out by an authorized person, who may be an employee of the ČEZ Group or a person authorized by the ČEZ Group to perform the audit (hereinafter referred to as the "**auditor**"). The auditor is bound by confidentiality when performing its duties.
- 9.3. The purpose of the audit is to verify the Seller's ability to ensure compliance with the commitments arising from the Commitment to Ethical Conduct. The primary audit method is information gathering, usually in the form of a compliance questionnaire; an extended method includes assurance, typically through targeted communication or documentation of relevant facts. A follow-up audit method is external verification, usually through personal meetings with employees and inspection of selected documents and records at the Seller's premises (on-site inspection).
- 9.4. The Seller is obliged to tolerate the audit and provide the Buyer with the necessary cooperation to verify compliance with the Commitment to Ethical Conduct, including, within a reasonable time frame:
- completing the compliance questionnaire upon request and providing the requested supporting documents;
 - providing additional information or documents upon request;
 - allowing the Buyer to conduct external verification, including on-site inspection.
- 9.5. The auditor shall inform the Seller in advance about the audit to the necessary extent, and in the case of external verification, at least three (3) business days in advance via notification. The notification shall specify which activities will be verified, the scope of verification, and what data are to be made available or provided.
- 9.6. If the auditor identifies any breach of the Commitment to Ethical Conduct by the Seller, the Buyer or another ČEZ Group company is entitled to notify the Seller in writing of the identified breaches and request that the Seller remediate them within a reasonable period. The Seller is obliged to inform the Buyer of the remediation, including providing the necessary supporting documents. This shall not affect the Buyer's right to terminate the contractual relationship with the Seller for gross violation of the Commitment to Ethical Conduct pursuant to Clause 9.8 of this Agreement.
- 9.7. If the Seller fails to provide the required cooperation even after repeated requests, or provides false, incomplete, or misleading information during the audit (including false completion of the compliance questionnaire), or fails to remediate the identified breaches within the specified period pursuant to Clause 9.6 of these Terms, this shall constitute a gross breach of the Commitment to Ethical Conduct.
- 9.8. In the event that the Seller:
- grossly breaches the Commitment to Ethical Conduct; or
 - repeatedly breaches the Commitment to Ethical Conduct in a less serious manner;
- this shall constitute a material breach of the Agreement, and the Buyer shall be entitled to withdraw from the Agreement as a whole, or, as applicable, from partial performance, terminate the Agreement, and/or suspend the receipt of deliveries from the Seller until the non-compliance is remedied.
- 9.9. The Parties further agree that:
- 9.9.1. The Seller shall ensure compliance with the Commitment to Ethical Conduct by its employees and, as applicable, subcontractors;
- 9.9.2. The Seller shall not be required to comply with the requirements of the Commitment to Ethical Conduct if such compliance would result in a breach of confidentiality obligations imposed by public law towards third parties, or a breach of applicable and effective public law regulations. In such case, the Seller shall notify its direct contact within the ČEZ Group;
- 9.9.3. The Seller shall maintain records regarding its performance for the Buyer in a manner agreed in this Agreement, or otherwise in its usual manner, but at minimum in accordance with applicable legal requirements;
- 9.9.4. The Seller shall provide auditors with reasonable access to records and information related to the Seller's performance for the Buyer for the purpose of verifying compliance with the Commitment to Ethical Conduct, but shall not be required to provide the Buyer or its auditors with unrestricted physical access to its records or network;
- 9.9.5. Provisions of the Commitment to Ethical Conduct concerning intellectual property, internal and confidential information, and their protection or return shall not apply to the extent that this Agreement or any other agreement specifies a different procedure;
- 9.9.6. The obligation to comply with applicable anti-money laundering and counter-terrorism financing laws (AML), including beneficial owner registration requirements, shall apply to the Seller to the extent required by the applicable and effective laws governing the Seller.
- 9.10. By signing this Agreement, the Seller undertakes and represents that:
- it properly and timely fulfils its obligations to the state, including timely and properly paying value-added tax and submitting VAT returns accurately, timely, and in a demonstrable manner;
 - it is not in a financial situation that would jeopardize its ability to properly and timely fulfil its commercial obligations and/or obligations to the state, including tax obligations; nor is there any risk, considering its financial, economic, and business situation, that it would lose the ability to properly fulfil such obligations;
 - no insolvency proceedings have been initiated against it, and there is no threat of such proceedings, as it is not in a situation that could be qualified as insolvency under applicable law, and there is no risk of such a situation arising;
 - it has never participated in, and there is no risk that it will participate in the future, in evading tax obligations or inducing tax advantages in violation of the law;
 - it shall ensure that all its statements and representations provided to the Buyer remain valid, effective, true, and complete throughout the duration of the contractual relationship;
 - it shall, upon request, provide the Buyer with confirmation from the tax authority that it has no overdue tax obligations;
 - it shall immediately, no later than three (3) business days after becoming aware of, or upon exercising due care could have become aware of, any change in the representations defined in Clauses 9.10.1 to 9.10.6, inform the Buyer in writing and demonstrably, specifying the exact nature of the change;
 - the Seller acknowledges that if such a change occurs during the performance of the Agreement, whether notified or not, and the Buyer is able to demonstrate that such change occurred, this shall constitute a material breach of the Agreement, entitling the Buyer to withdraw from the Agreement as a whole, or from partial performance, terminate the Agreement, and/or suspend the receipt of deliveries from the Seller until the situation is remedied.

X. IKB Clause

- 10.1. In the event that the Seller, as a supplier or business partner, has gained access to information or technical equipment of the ÚJV

Group, the Seller undertakes, in accordance with this Agreement and the internal regulations of the Buyer listed below, to comply with the information and cybersecurity rules (IKB) established by the Buyer in the document "Annex I – CYBEX RULES – Suppliers training" (hereinafter referred to as the "CYBEX Rules"), which is available at: <https://www.ujv.cz/cs/o-spolecnosti/dokumenty-spolecnosti/povinne-dokumenty/>, and further under the link titled *Bezpečnostní požadavky na dodavatele s dopady do oblasti informační a kybernetické bezpečnosti*. The Seller is responsible for ensuring compliance with IKB obligations by all persons involved in the performance of the subject of the Agreement on behalf of or under the responsibility of the Seller. Breach of IKB obligations or rules may be considered by the Buyer as a breach of contractual obligations, with all corresponding consequences, including termination of the contractual relationship with the Seller.

10.2. If the subject of performance includes the delivery of systems and technologies, the Seller undertakes to ensure that all persons involved in the subject of performance are verifiably familiarized with the CYBEX Rules and the document titled "Annex A - Security requirements for delivering standard systems and technologies", which is available at: <https://www.ujv.cz/cs/o-spolecnosti/dokumenty-spolecnosti/povinne-dokumenty/>, and further under the link titled *Bezpečnostní požadavky na dodavatele s dopady do oblasti informační a kybernetické bezpečnosti*.

10.3. If the Seller uses subcontractors in providing the subject of performance, the Seller is responsible for ensuring IKB compliance by its subcontractors as if the Seller itself were fulfilling the IKB obligations.

XI. Safety on the Premises

11.1. If the Seller, or any part of the performance, is carried out on the premises of the Buyer at the address of its registered office, the Seller is obliged to comply with the provisions of the following electronic annexes of the Terms– internal regulations of the Buyer:

- a) SM 028 Emergency Preparedness
- b) SM 024 Fire Protection
- c) SM 011 Safety of Operation of Technical Equipment
- d) RAD 006 Operational Rules of the ÚJV Řež, a. s.
- e) PRO 098 Sewerage Regulations
- f) PI 057 Incident Management Plan
- g) PI 056 Building House Rules
- h) PI 052 Flood Plan of the ÚJV Řež
- i) PI 040 Ensuring Safety of Hazardous Material Transport
- j) PI 016 Internal Emergency Plan
- k) SM 009 Physical Security
- l) OHS Regulations (BOPR)
- m) Conditions and Operational Measures for Construction Work in the ÚJV Řež, a. s.
- n) Land Occupation Regulations

These internal regulations are available at: <https://www.ujv.cz/cs/o-spolecnosti/dokumenty-spolecnosti> in the section "Informace pro nájemce areálu ÚJV". Contractual penalties for breaches of obligations arising from the internal regulations listed in this paragraph are specified in the annex referred to in item m). In the event of a breach of obligations arising from these internal regulations for which a penalty is not specified in the preceding sentence, a contractual penalty of CZK 5,000 per each individual breach shall apply.

The Seller is responsible for ensuring compliance with occupational health and safety (OHS) regulations by all its employees as well as all subcontractors, and the Buyer has the right to verify this compliance at any time.

XII. Contractual Penalties, Damage, Termination

- 12.1. If the Seller fails to properly meet the delivery deadline, it shall pay the Buyer a contractual penalty of 0.5% of the purchase price excluding VAT, but at least CZK 1,000, for each day of delay, including any part of a day.
- 12.2. If the Seller fails to remedy defects within the specified period (pursuant to Clauses 5.4 or 6.2 of these Terms), it shall pay the Buyer a contractual penalty of 0.5% of the purchase price excluding VAT, but at least CZK 1,000, for each day of delay and for each defect that the Seller is late in remedying.
- 12.3. The agreement on contractual penalties does not affect the Buyer's right to compensation for damages arising from the breach of the obligation to which the contractual penalty relates. Compensation for damage is governed by the provisions of Sections 2894 et seq. of the Civil Code. The Parties explicitly agree that compensation also covers non-material damages (e.g., damage to reputation).
- 12.4. The due date for the contractual penalty is fifteen (15) calendar days from the delivery of its invoice to the other Party.
- 12.5. The Parties are entitled to terminate this Agreement in accordance with the relevant provisions of the Civil Code. The following shall be considered a material breach of this Agreement in particular:
 - a) delay by the Seller in delivering the goods of more than ten (10) business days;
 - b) repeated occurrence (i.e., at least twice) of the same defect, or a case where the goods have multiple defects at once;
 - c) delay by the Seller in remedying a defect of the goods of more than ten (10) business days;
 - d) breach of the obligation to protect Confidential Information set out in Article VII of these Terms;
 - e) breach of obligations pursuant to Clause 8.2 of these Terms.

XIII. Final Provisions

- 13.1. The Parties agree that the relationship under the Agreement shall be governed by Czech law, particularly the Civil Code. All judicial disputes concerning the rights and obligations arising from the Agreement shall be resolved before the general courts of the Czech Republic.
- 13.2. All disputes between the Parties arising from or relating to the provisions of the Agreement shall first be resolved amicably. If an amicable resolution is not reached within a reasonable period, either Party shall have the right to submit the dispute to a court for resolution.
- 13.3. If any provision of the Agreement is deemed invalid, ineffective, or unenforceable, the Parties undertake to replace such invalid, ineffective, or unenforceable provision with a provision that fulfils the intended purpose of the original provision.
- 13.4. The rights of the Parties arising from the Agreement may not be transferred or assigned to any third party without the prior express written consent of the other Party, except in the case of the sale or transfer of a business or its part. The provisions of this Agreement are also binding on the legal successors of the Parties.
- 13.5. The Agreement may only be supplemented or amended by written numbered amendments. Changes to contact persons and communication details do not require an amendment to the Agreement. Any change becomes effective upon delivery of written notice to the other Party.
- 13.6. An integral part of these Terms are the following annexes:
Electronic annexes referred to in Clauses 9.1, 10.1, 10.2 and 11.1 of these Terms.