

**General Business Terms and Conditions  
(hereinafter referred to as GBTCs)**

**SUEZ Facility a.s.**

**IČ: 60487909**

**Address: Španělská 1073/10, 120 00 Praha 2 Vinohrady**

**Registered in CR: MC Praha, Section B, File No 17959**

**(hereinafter referred as the Client)**

**for Suppliers of Goods or Services or Goods and Services  
(hereinafter referred as the Supplier)**

**1. Preamble**

The GBTCs herein set all contractual relationships between the Client and the Supplier, where the Client is the Purchaser under a Purchase Agreement with the subject as delivery of goods (hereinafter referred to as the Goods) or of services or works (hereinafter referred as the Services) under a Contract on the provision of Services. These GBTCs may also set contractual relationships in other cases if so agreed by the Contracting Parties. The Client reserves the right to change these GBTCs; the current version of the said GBTCs is always available on the following (Client's) website: [www.suez.cz/dodavatele](http://www.suez.cz/dodavatele) ("Client's link"). The Supplier undertakes to comply with all obligations arising out of these GBTCs. New or amended GBTCs are binding on the day following the day on which the GBTCs were posted by the Client at the Client's link.

By entering into a contractual relationship with the Client, the Supplier confirms to the Client that it has found these GBTCs at the Client's link.

The Client shall be entitled to unilaterally change these GBTCs; such new or changed GBTCs shall become binding upon the Contracting Parties:

- a) either on the date following the date when the GBTCs have been posted by the Client at the Client's link (unless the effective date is stated in the GBTCs);
- b) or on the effective date stated in the new wording of the GBTCs

The Supplier undertakes to continuously monitor the Client's link in order to know the applicable and effective wording of the GBTCs. The Client may notify the Supplier of the current changes to the GBTCs, which, however, shall not release the Supplier from the obligation to monitor the GBTCs at the Client's link stated above continuously.

**2. Order of precedence**

Unless otherwise stated in these GBTCs, the current Czech legislation sets the relationships between the Client and the Supplier; namely the rights and responsibilities that are duly governed by the legislation in force and effective within the Czech Republic, in particular Act No 89/2012 Coll., The Civil Code, as amended (hereinafter referred to as CC). The parties agreed that the conflict-of-law provisions pertaining to international private law, the provisions of the UN Convention on Contracts for International Sale of Goods and other international treaties, i.e. bilateral inter-state treaties, shall not apply to the relationships governed by these GBTCs.

**3. Agreement signing**

Any Purchase Agreement or Contract pursuant to these GBTCs, in accordance with Clause 1 of the GBTCs (hereinafter referred to as the Agreement), may be signed in all or any manner provided by the Czech legislation, in particular the CC. Furthermore, it shall be based on an order issued to the Supplier by the Client in written or electronic format, such as email (hereinafter referred as the Order). The Supplier shall confirm, propose changes or reject each Order within 03 working days from the date of its receipt, in the format in which it was issued to the Supplier. The Supplier may only reject the Order citing credible and serious reasons. The Order shall be deemed as accepted if the Supplier acts in accordance with the specifications of the said Order, in particular if providing or accepting its performance.

Upon the due acceptance of these GBTCs by the Supplier for the first time, it shall mean that the said GBTCs will be binding on all subsequent agreements concluded between the Supplier and the Client, in particular Clause 1 of the GBTCs.

**4. Agreement interpretation**

Provisions included in the Agreement take precedence over the wording given in the Order, over the wording in these GBTCs, and over the wording in the so-called other documents potentially agreed by the parties in writing to implement the performance pursuant to the concluded contract or according to the concluded Order (hereinafter referred to as the Other Agreed Documents). Provisions included in the Order take precedence over the wording in these GBTCs and over the wording included in the Other Agreed Documents. Divergent provisions stated in Other Agreed Documents shall prevail over these GBTCs.

**5. Delivery, shipping conditions, date and place of delivery**

The date and place of delivery of the Goods or the Services is governed by what is agreed in an Agreement signed between the Client and the Supplier or by what is included in the Order accepted by the Supplier. If the delivery date is not stated in an Agreement or Order, the Supplier shall deliver the Goods within one week of the date of receipt of Order. If no delivery date is stated in the contract or the Order, the Supplier shall be obliged to carry out the Service at the latest within one week from the moment of receiving the Client's Order. If the place of delivery is not stated in the Agreement or Order, the Supplier shall deliver the Goods at own cost to the place duly

specified by the Client via email, fax, telephone, etc., pertinent to that particular Agreement or Order. If the mode of transport is not stated in the Order, the mode of transport to the place of delivery stated in the Order is governed by Incoterms 2010 – DDP rules. The Client reserves the right to refuse any delivery of Goods or Services (hereinafter referred to as the Delivery) that deviates from the quantity or quality ordered and the Supplier shall duly bear the cost for removing such defective Delivery. In such event, the Client also reserves the right to notify the Supplier in writing within 14 days of the Delivery of the Goods or the Delivery of the Services that the exceeded quantity of Goods or the exceeded scope of Services are accepted for a price previously agreed, not for the increased price due to the exceeded quantity of Goods or the exceeded scope of Services. The Client is not responsible for any leakages, spill or any other environmental event (including disposal costs) related to the Goods or Services delivered, which are based on an Order or Agreement until the acquisition of the title to the delivered goods or, more precisely, until the takeover of the Service rendered. Deliveries must include all pertinent documents relating to the ordered Goods or the ordered Services stating, at the least, the Order number or the Agreement number. The Supplier shall provide the Client with all required assistance during the inspection of the Goods or during the inspection of the Services (works) and wait for the written confirmation that the Delivery of the Goods or Delivery of the Services has been formally accepted by the Client. The Delivery of the Goods or Services shall be deemed as completed when the Client accepts the said Goods or Services by issuing a signed Acceptance Report stating that no defects or work as yet to be carried out are found. The Client shall not refuse the acceptance of any Delivery that is free of defects or work that has been completed in full. The liability for damage to property and ownership right shall pass from the Supplier to the Client upon the proper and due conductance of the Handover Procedure, and upon the Client's acceptance of fault-free Goods or a flawlessly rendered Service.

**6. Packaging**

The Goods must be duly packaged - suitable for the agreed type of Goods and for the agreed mode of transport - in order to avoid damage to the Goods and to ensure safe handling. Used packaging is returned at the Supplier's costs only if agreed in the Agreement or in a confirmed Order. The returnable packaging shall be marked with a number, the owner of the packaging and a legible sign indicating returnable packaging; otherwise it shall be considered as non-returnable. All packaging must be environmentally friendly and must meet the requirements of the relevant generally binding legislation.

**7. Documentation**

The Supplier undertakes to provide the Client with all relevant documents essential for the due and lawful use of the Services or the Goods, such as the manufacturer's User Manual, the Service Book, the Declaration of Conformity issued in accordance with the current legislation, the list of service centres, the specific warranty conditions and other required documents. In the event that the Supplier fails to handover all essential documents to the Client, the parties shall then assume that the agreed Delivery without faults has not been duly completed by the Supplier.

**8. Notification of delay**

The Supplier undertakes to notify the Client in writing or by telephone promptly of any delay in the Delivery of the ordered Goods or delay in the performance of the agreed Services.

**9. Excusable delay**

No party shall be liable for any delay or non-performance caused by the so-called force majeure. The Supplier shall immediately notify the Client in writing of the occurrence of force majeure, including the educated guess of the date on which the force majeure will end. Immediately after the expiration of force majeure, the Supplier shall notify the Client in writing. In the event that the force majeure prevents the Supplier from meeting obligations under the Agreement for more than 10 working days, the Client reserves the right to withdraw from the already signed Agreement.

**10. Price**

The Supplier shall deliver the ordered Goods or carry out the agreed Services at the price stated in an Order or agreed upon in an Agreement. Unless stated otherwise, the price includes all costs incurred by the Supplier for the Delivery of the Goods or for the provision of the Services. The delivered Goods or Services must not be subject to any third party rights and may not have any other legal deficiencies. The Supplier undertakes to immediately notify the Client upon discovering that the Goods or Services are subject to the rights of third parties or have legal deficiencies. Upon receipt of such communication, the Client reserves the right to decide whether to withdraw (ex tunc) from the already signed Agreement, or whether to retain the Goods or Services. In the event that the Client withdraws from the Agreement, the Supplier shall remove the Goods or the Services from the Client at own cost. The Client reserves the right to claim compensation for any damages incurred and for any costs incurred in the performance carried out for the Supplier; the latter shall meet such claims without undue delay.

**11. Cancelling an Order**

Failure to deliver the ordered Goods in due and timely manner or failure to carry out the agreed Services in due and timely manner is considered as material breach of an Agreement/Order on the part of the Supplier. In the

event of failure to duly deliver the ordered Goods within the specified deadline or failure to duly carry out the agreed Services by the completion date stated in an Order or Agreement, the Client reserves the right to withdraw from the signed Agreement at any time without prejudice to the Client's rights to contractual penalties, liquidated damages for delay, compensation for any damages and any losses incurred. Furthermore, the Client's rights relating to defects and the Supplier's duty of confidentiality are not affected. The provisions of Section 2003 of the Civil Code shall not apply. The Client may also withdraw from only a part of the agreed performance. The obligation in the contract or the Order shall not be fixed pursuant to Section 1980 of the Civil Code.

#### 12. Invoicing and payment terms

An invoice shall include the particulars of a tax document as laid out by the generally binding legislation, the parties' negotiated Terms and Conditions and these GBTCs. The invoice header shall include the Order or Agreement number as listed on the said Order or Agreement in the format of „Order 45000xxxxx". An invoice shall include the company name/first name and surname, Supplier's address and bank details, description of the Goods, description of the Services provided, the quantity and the unit of measure. All applicable taxes, relevant negotiated prices, other fees (customs duty, etc.) must be shown separately on the Supplier's tax document. The invoice (tax document) shall also include a document certifying the due delivery of the Goods confirmed in writing by the Client and/or a document certifying that the Services were duly carried out and confirmed in writing by the Client. The invoice (tax document) shall be sent to the Client's invoicing address stated in the Order or Agreement. The invoice is deemed as undelivered if it is not sent to the Client's invoicing address stated in the Order or Agreement or to the electronic addresses of the Client's organisational units stated in the Order or Agreement. The Supplier shall send the said invoice again with the invoice due date commencing to run from the date when it was received by the Client at the appropriate invoicing address. The payment terms are governed by the relevant provision in the Order/Agreement, unless they are subject to these GBTCs. In the event that the invoice is incomplete or has other deficiencies, the Client reserves the right to return the invoice to the Supplier, and the due date of such invalid invoice will not apply. Invoice due date commences on the date the Client receives the correct or corrected invoice from the Supplier. If the invoice due date is not agreed, then the due date is set as 45 days from the date the Client receives the correct invoice from the Supplier. Any amount paid by the Client, as per the signed Agreement, shall be deemed as reimbursed as of the moment of the invoice amount duly debited from the Client's bank account.

#### 13. Electronic invoicing

The Client prefers receiving invoices (tax documents) from the Supplier in electronic format (hereinafter referred as Electronic invoice), whereby Electronic invoices, if issued by the Supplier, shall be sent to the electronic addresses of the Client's organisational units stated in the Order/Agreement.

#### 14. Performance and warranty for quality

The Supplier shall supply Goods without any material, factual, legal defects or any other defects. The Goods or Services are considered defective if: (a) do not, from any point of view, correspond to the technical specification and the agreed design; (b) do not have the characteristics specified by the Supplier in the samples, prototypes or the offer; (c) are not suitable for use for which, under an Agreement or intent of the Contracting Parties, they were intended; (d) their origin or properties are not confirmed by the prescribed documents, (e) they are subject to any rights of third parties; (f) they are not safe and in accordance with all generally binding legislation regulations and technical standards (ČSN) that relate to the Goods or Services of the same nature as the Goods or Services supplied and g) otherwise differ from what the Client could reasonably expect.

The Supplier provides warranty to the Client for the quality of Goods or Services in the extent of twenty-four months from the date that the Acceptance Report is signed by the Client. If the manufacturer provides a longer warranty for the Goods or Services, the Supplier shall pass the relevant information relating to the warranty period for quality to the Client and it is deemed that such longer warranty period for quality will be provided to the Client.

The Client reserves the right to lodge a claim within the warranty period with the Supplier on defects to the Goods or Services as well as lodge a claim relating to warranty for the quality of the Goods or Services. The Client also reserves the right to rebuke any defects in Goods or Services occurring during the warranty period or which existed prior to acceptance of the Goods or Services by the Client. The Client reserves the right to identify a claim relating to a defect under warranty proceedings and the Supplier shall not refuse the said claim. The Supplier shall formally respond to the warranty claim no later than within three days following the date when it was received by the Supplier, otherwise the claim is deemed as warranted.

If a claim is not directly identified by the Client within the warranty proceedings, the Supplier shall remove the claimed defects within 07 days of the date of the warranty claim lodged by the Client. If the Supplier does not remove the claimed defects, then in addition to the Client's statutory claims for defects, the Client may remove such defects at Supplier cost and may even use the services of a third party to this effect. Furthermore, if the Client's operational safety is endangered, the Client reserves the right to

remove the defects immediately or acquire replacement Goods or Services from another entity and to request that the Supplier reimburse the costs thus incurred.

The Supplier is liable to pay the Client any direct or indirect costs incurred due to defects in Goods or Services. Such costs also include penalties and compensation for damages incurred by third parties against the Client, for example due to legal deficiencies in Goods or Services or pursuant to intellectual property rights of third parties to Goods or Services.

#### 15. Exclusion of Supplier's GBTCs

All of the Supplier's General Business Terms and Conditions are excluded for any relationship between the Client and the Supplier.

#### 16. Disclosure of Supplier's bank account

The Supplier undertakes to enter on any issued invoice the account number published by the tax authority in manner enabling remote access. If the invoice issued by the Supplier states a different account number than mentioned in the previous sentence, the Client reserves the right to return the invoice to the Supplier for due correction. In such an event, the invoice due date is void and the new invoice due date commences from the date when the corrected invoice indicating the correct Supplier's bank account is received by the Client, i.e. the account number posted by the tax authority on the websites designated for such purpose.

#### 17. Provisions relating to unreliable VAT payer

The Supplier confirms that the value added tax (hereinafter referred as the VAT) is duly paid in accordance with Act No 235/2004 Coll., On Value Added Tax, as amended (hereinafter referred to as the VAT Act). In the event of the Client's reasonable suspicion that the Supplier is in breach of the VAT Act or administers VAT unlawfully, the Client will notify the Supplier and thereafter the parties will agree to a meeting to investigate this fact (hereinafter referred to as the Meeting).

If a double payment of VAT takes place, namely by the Client and the Supplier, then this shall also be the reason for discussion at the Meeting.

The Supplier declares of not being in any of the situations listed in §109 of the VAT Act, i.e. has no intention of not paying the applicable VAT or that there are no deliberate attempts or intentions of not paying any applicable VAT.

In the event that the Supplier acquires the status of an unreliable taxpayer by the tax authority's decision in the course of a taxable event pursuant to §106a of the VAT Act, the Contracting Parties agree on regular meetings every two weeks to investigate this new situation with the other Contracting Party that acquired this status and finding an agreement to modify this new status between them. The Contracting Party, which does not acquire the status of an unreliable VAT payer during a taxable event by the tax authority's decision, may terminate any Agreement already entered into by issuing a three-day notice, which commences on the date of delivery of the notice to the other party that received the status of an unreliable VAT payer from the tax authority.

#### 18. Changes

Any change to the place of delivery, the date of delivery, the quantity and scope of Goods and Services must be agreed in advance by the Supplier and the Client in writing.

#### 19. Insurance

The Supplier shall be duly insured for all damage(s) that could be caused by its activities, namely by the Delivery of the Goods, by providing the Services, on the Goods and the work(s), the Client and other entities (e.g. the Client's employees, the Client's sub-suppliers, etc.). The Supplier shall also be insured in case of damage caused by delivery of defective Goods or defective Services. The Supplier shall submit the current and effective insurance certificates immediately to the Client (i.e. copies of insurance contracts) at any time upon request of the latter.

#### 20. Confidentiality and intellectual property rights

All intellectual property rights and industrial rights resulting from the Delivery of the Services or from the Delivery of the Goods belong to the Client and for the sake of legal certainty, the Supplier grants the Client exclusive license to any known use of Goods or Services for 50 years with unlimited territorial validity. All information acquired by the Supplier prior to, during and after the Delivery is deemed as confidential information, which remains the property of the Client. The Supplier shall not publish or make the said information available to third parties anywhere.

#### 21. Audit

The Supplier shall archive the records of the orders for five years and shall provide the Client copies of all documents relating to the Goods and Services provided between the Client and the Supplier without undue delay.

#### 22. Limitation of liability

The Client is not liable for damages incurred by the Supplier in connection with the Delivery of the Goods and the execution of the Services.

#### 23. Compensation for damages

Compensation for damages, which the Client may claim against the Supplier, shall be governed by the current legislation and these GBTCs.

#### 24. Settlement of disputes

The parties agree on a bilateral obligation to resolve any disputes concerning the Client's monetary claims against the Supplier, arising in connection with the signed Agreement, out-of-court. In the event that the parties cannot reach an out-of-court settlement within a reasonable time, all disputes arising out

of an Agreement signed with reference to these GBTCs or in connection with such Agreement shall be finally settled by the Arbitration Court, at the Chamber of Commerce of the Czech Republic and the Agrarian Chamber of the Czech Republic in accordance with its rules, by one arbitrator appointed by the President of the Arbitration Court. The arbitration will take place at the relevant court in Brno.

**25. Disclosure**

The Supplier shall not disclose any information relating to carrying out any performance for the Client. Any breach of this obligation by the Supplier carries a contractual penalty of CZK 100,000 (in words: one hundred thousand Czech crowns), payable to the Client for each such individual breach. The Client's right to compensation for this damage caused by the Supplier is not affected by payment of the contractual penalty. The Supplier shall pay in full the incurred damage and other losses to the Client within 10 working days of receipt of the request for payment.

**26. Ethical, social and environmental responsibilities**

By signing the Agreement, the Supplier duly confirms of being informed and agrees to comply with the ethical, social and environmental responsibilities within the scope of all documents published on the following website: www.suez.cz/dodavatele. The Supplier also undertakes that third parties used by the Supplier in the performance of an Agreement will observe the obligations. In the event that the third party used by the Supplier in the performance of an Agreement breaches any obligation under the said Agreement, the Supplier is responsible for the said third party as if the Supplier itself breached these responsibilities.

**27. Contractual penalties**

The Supplier undertakes to pay contractual penalty in the extent of 0.05% of the price of the ordered Goods stated in an Agreement or Order for delay in the Delivery of Goods for each and commenced day of such delay. The price of the ordered Goods used for the calculation of the contractual penalty includes the corresponding value added tax. If the price of the ordered Goods used for the calculation of the contractual penalty is in doubt, the price set by the Client shall be used.

The Supplier undertakes to pay contractual penalty in the extent of 0.05% of the price of the ordered Services stated in an Agreement or Order for delay in the provision of Services for each and commenced day of such delay. The price of the ordered Services used for the calculation of the contractual penalty includes the corresponding value added tax. If the price of the ordered Services used for the calculation of the amount of the contractual penalty is in doubt, the price set by the Client shall be used.

The Supplier undertakes to pay contractual penalty in the extent of 0.05% of the price of the ordered Goods stated in an Agreement or Order for delay in taking corrective measures to repair or replace defective Goods for each and commenced day of such delay. The price of the ordered Goods used for the calculation of the contractual penalty includes the corresponding value added tax. If the price of the ordered Goods used for the calculation of the amount of the contractual penalty is in doubt, the price set by the Client shall be used.

The Supplier undertakes to pay contractual penalty in the extent of 0.05% of the price of the provided Services stated in an Agreement or Order for delay in taking corrective measures to repair or replace defective Services for each and commenced day of such delay. The price of the ordered Services used for the calculation of the contractual penalty includes the corresponding value added tax. If the price of the ordered Services used for the calculation of the amount of the contractual penalty is in doubt, the price set by the Client shall be used.

The Supplier undertakes to pay contractual penalty in the extent of CZK 30,000 for each individual breach of each of the obligations specified in Clause 19, 20 and 29 of these GBTCs.

The Contractor undertakes to pay contractual penalty in the extent of CZK 20,000 for each individual breach of each of the obligations specified in other paragraphs of these GBTCs (with the exception of Clause 19, 20 and 29 of these GBTCs and with the exception of breach of obligations for which other contractual penalties are set).

For any contractual penalty imposed by the Client, the following shall apply: contractual penalty due date is thirty days from receipt of invoice accounting the contractual penalty; the Client's right to cover the damages caused by the Supplier shall not be affected by the payment of any contractual penalty. The Supplier shall pay any damages and losses in full, if the Client invoices the Supplier thereof.

**28. Client's withdrawal**

If the Supplier is in default to the Client with any performance, the Client reserves the right to withdraw from the signed Agreement at any time. The legal effects of the withdrawal commence upon the receipt of the Client's withdrawal notice by the Supplier.

**29. Provisions relating to Act No 340/2015 Coll., On the register of contracts**

If an Agreement signed between the Client and the Supplier has to be published pursuant to Act No 340/2015 Coll., On the Register of Contracts, then the Supplier shall duly and timely ensure the publication of the said Agreement, otherwise it shall be liable to the Client for damages.

**30. Provisions relating to protection of personal data under GDPR**

The Client processes personal data (hereinafter referred to as the Data) that is required to duly carry out business activities, namely the procurement of Goods and the provision of Services, including the securing, signing and performance of agreements, i.e. information commonly shared in the course of business relationship. The Data processed include, in particular:

Supplier's business name, company ID (IČO), company address, information on place of business;

information relating the persons authorised to act on the Client's behalf and the contact persons, i.e. first name, surname and title (if any), job description, telephone number, e-mail address.

The provision of the Data is voluntary and essential for the agreements to be signed and executed, as well as for the due performance of the contractual obligations, including the protection of the Client's legitimate interests.

Data processing is based on the following grounds:

Meeting legal obligations [Article 6 (1) (c) of the GDPR],

Performance of agreements [Article 6 (1) (b) of the GDPR],

Based on the legitimate interests of the administrator [Article 6 (1) (f) of the GDPR],

The Client acquires the Data directly from the Supplier within normal business dealings or from publicly available sources such as public registers or websites.

The Client processes the Data during the course of agreements and until all obligations are met. The Data will be retained for as long as it is required to protect the Client's legitimate interests.

**31. Occupational Safety and Health (hereinafter referred to as OSH) and Fire Protection (hereinafter referred to as FP)**

Supplier's employees shall comply with all current and effective OSH and FP regulations at the place of Delivery of the Goods or Services, including all internal directives and other company regulations of the affected operator (s) on the premises where the place of Delivery is located. The Supplier is fully responsible for strict compliance with the aforementioned. The Supplier is equally responsible for any sub-supplier and its staff.

**32. Final provisions**

The Supplier takes over the risk of changing circumstances within the meaning of §1765 (2) of the CC. The Contracting Parties agreed to exclude the option of accepting an offer with an addendum or a deviation within the meaning of §1740 (3) of the CC.

**The Client has issued these GBTCs with validity and effect as of 03 March 2021.**

By signing an Agreement, the Supplier confirms to the Client that the contents of these GBTCs were carefully read, duly understood, and that the former agrees with the said contents and undertakes to observe all obligations stated and falling under these GBTCs.

Signature – only in case the Supplier is to confirm the binding nature of the GBTCs.

.....  
Supplier's authorised person signature

.....  
Supplier's first name, surname and title

.....  
Supplier's corporate name and identification number

Dated: .....