

Terms and Conditions for Performing Work or Providing Other Performance – ÚJV Řež, a. s.

effective as of 23rd January, 2023

I. Introductory Provisions

- 1.1 These Terms and Conditions apply to commercial obligations arising from a contract for work or from an unnamed contract (hereinafter referred to as the "**Contract**") concluded pursuant to Act No. 89/2012 Coll., Civil Code, as amended (hereinafter referred to as the "**Civil Code**").
- 1.2 For the purposes of these Terms and Conditions, the Contractor is always ÚJV Řež, a. s., the Customer is the relevant entity ordering the performance specified in the Contract.
- 1.3 Deviating provisions in the Contract shall prevail over the wording of these Terms and Conditions.

II. Subject of Performance, Price of the Subject of Performance

- 2.1 The subject of performance is specified in the Contract.
- 2.2 The price of the performance is stated in the Contract.
- 2.3 The price of the performance includes all costs of the Contractor necessary for the proper and timely fulfilment of the subject of performance.
- 2.4 The price of the performance can only be changed if the contracting parties agree to change the scope of the subject of performance.

III. Place of Performance, Delivery, Date of Performance

- 3.1 The place of performance is the Contractor's headquarters, unless otherwise stated in the Contract. The place of delivery of the subject of performance to the Customer is the Contractor's headquarters, unless otherwise stated in the Contract.
- 3.2 The term of performance is specified in the Contract.

IV. Delivery and Acceptance of the Subject of Performance

- 4.1 Unless otherwise stated, the subject of the performance must be fulfilled under the relevant generally binding legal regulations, valid norms, and the Customer's requirements. If legal regulations or norms stipulate the performance of tests certifying the characteristics of the performance, the successful performance of the tests must precede the completion and handover of the subject of performance. The subject of performance shall be fulfilled according to the Customer's orders.
- 4.2 The subject of performance is fulfilled on the day of its handover and acceptance by the person authorized to act on behalf of the Customer. A handover protocol shall be drawn up on the handover of performance. The handover protocol must be attached to the invoice as a basis for payment of the price of the performance.

V. Invoicing, Payment Conditions

- 5.1 The right to invoice arises on the day of delivery and acceptance of the subject of performance unless otherwise stated in the Contract.
- 5.2 Invoices are due in 30 days.
- 5.3 Invoices shall have the requirements of Section 435 of the Civil Code, for VAT payers the invoice - tax document (hereinafter referred to as "invoice") shall have the requirements of a tax document pursuant to Section 29 of Act No. 235/2004 Coll., on Value Added Tax, as amended. The invoice must always include the Contractor's order reference number.
- 5.4 In the event that the invoice does not contain the details or attachments specified in the Contract or in these Terms and Conditions, or the Contractor's bank connection and account number are given in contradiction with the Contract or in contradiction with the written notification of its change, or these details are given incorrectly, the Customer shall be entitled to return the invoice to the Contractor within the due date. The Contractor shall be obliged to correct the invoice or prepare a new one. The new due date shall start from the delivery of the new, completed or corrected invoice.
- 5.5 The invoice must be delivered to the Customer's registered office address, unless otherwise stated in the Contract.
- 5.6 The invoice is deemed to be paid when the amount is credited to the Contractor's bank account.
- 5.7 In the event that, pursuant to Section 109 of the VAT Act, the Customer, as the recipient of the performance, will be liable for unpaid tax on this performance, the Customer is entitled to pay the value added tax on behalf of the Contractor directly to the Contractor's tax administrator for the purpose of a special method of securing the tax pursuant to Section 109a of the VAT Act. The Customer shall inform the Contractor in writing of the

payment. The tax thus paid shall reduce the Contractor's claim against the Customer by the relevant amount of tax and the Contractor shall not be entitled to require the Customer to pay this amount.

- 5.8 Payments shall be made only in a non-cash form to the bank account of the Contractor specified in the Contract. This bank account of the Contractor must be a bank account 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., on Value Added Tax, as amended. A change of the bank connection may only be made by a written amendment to the Contract or by a notice delivered to the Customer, together with the relevant invoice at the latest. This communication must be signed by the persons authorised to sign the Contract. The change of the bank account must comply with the above, i.e. it must be a bank account held with a domestic payment service provider and this account must be published in a manner allowing remote access.
- 5.9 In case of delay by the Customer in paying the due invoice, the Contractor is entitled to demand a contractual penalty of 0.05% of the amount due for each day of delay.

VI. Transfer of Title and Risk of Damage

- 6.1 Ownership of the object of performance is transferred to the Customer on the day of full payment of the performance price. This does not apply in cases where the subject of performance consists in the repair, modification or maintenance of an item owned by the Customer.
- 6.2 The risk of damage caused by loss, destruction or any damage to the object of performance passes to the Customer on the day of handing over and acceptance of the object of performance without defects and incompleteness.

VII. Contractual Penalty

- 7.1 In case of delay by the Contractor in fulfilling the subject of performance within the agreed deadline, the Customer is entitled to charge the Contractor a contractual penalty in the amount of 0.1% of the price of the subject of performance for each day of the delay.
- 7.2 If the Contractor is late in removing the defect, the Customer is entitled to charge the Contractor a contractual penalty in the amount of 0.05% of the price of the object of performance for each individual defect and for each day of delay in the deadline for removing the defect.
- 7.3 The agreement on the contractual penalty does not affect the Customer's right to compensation for damages in excess of the contractual penalty agreed upon in the event of a breach of duty from which the damage arose. The due date of the contractual penalty is 30 days from the delivery of the invitation to pay the contractual penalty and its billing.

VIII. Confidential Information

- 8.1 During the performance of the Contract, the contracting parties may familiarize themselves with information that the contracting parties consider to be confidential (hereinafter referred to as "Confidential Information"). Confidential information is considered to be facts concerning the other contractual party or its customers, all other facts and information, especially of a commercial and technical nature, know-how and personal data that are not publicly known or available, and which at the same time can reasonably be assumed to be on the disclosing party is interested in their secrecy, as well as all such information that the other party has expressly marked as "Secret", "Confidential", "Trade Secret" or similar. All such information is confidential even in cases where it cannot otherwise be considered a trade secret within the meaning of Section 504 of Act No. 89/2012 Coll., Civil Code.
- 8.2 The contracting parties undertake to use the Confidential Information only to fulfil the Contract, protect the Confidential Information, and not to disclose it to a third party without the prior written consent of the other contracting party.

IX. Intellectual Property

- 9.1 The Contractor is the exclusive owner or authorized executor of property rights to all objects of industrial property, copyright, know-how and other objects of intellectual property that arose during the performance of the Contract or were used by the Contractor in the process (hereinafter referred to as "Intellectual Property").
- 9.2 Starting from the date of acceptance of the subject of performance, the Customer is entitled to use the Intellectual Property exclusively for his own needs, unless the Contractor stipulates otherwise in writing. The price for the use of Intellectual Property (user license) is included in the performance price.