



# General Terms and Conditions for the Supply of Goods or Provision of Services or Other Consideration ("GTC") issued in line with Section 1751 of Act No. 89/2012 Coll., the Civil Code, as amended ("Civil Code")

## A. Subject matter of the GTC

### I. Introductory provisions

1. These GTC set out basic organisational and business conditions for the Supply of goods and for the completion of the Work or for the provision of the Services of NET4GAS, s.r.o., with its registered office at Na Hřebenech II 1718/8, Prague 4, Post Code 140 21, entered in the Commercial Register maintained by the Municipal Court in Prague, Section C, Insert 108316, ID No. 272 60 364, Tax ID No. CZ27260364 ("**Customer**").

2. **Seller** means any person to which a written Order for the supply of goods was delivered from the Customer and which concluded a relevant Agreement in accordance with these GTC by which such a person agreed to supply the goods.

**Contractor** means any person to which a written Order for the completion of work was delivered from the Customer (in particular for the completion of a certain thing, its maintenance, repair or modification of a certain thing, completion, assembly, maintenance, repair or alteration of a structure) and which concluded the respective Agreement with the Customer in accordance with these GTC by which it agreed to complete the work.

**Provider** means any person to which a written order for the provision of services or performance other than supply of goods or completion of work was delivered from the Customer and which concluded the respective Agreement with the Customer in accordance with these GTC by which it agreed to provide the relevant performance. For the purposes of these GTC the Seller, the Contractor and the Provider are referred to as the "**Supplier**".

3. After the conclusion of a contractual relationship (the signing of the Agreement by both parties or the acceptance of an Order) these GTC shall be binding upon the Supplier and the Customer as the parties to a contractual relationship established on the basis of the Agreement (i.e. accepted Order or other written agreement) in which a reference is made to these GTC.

### II. Scope of applicability

1. These GTC shall be applicable if attached to the Agreement (i.e. accepted Order or other written agreement) or if known to the Supplier and if, at the same time, a reference is made to these GTC in the Agreement.

2. Part B of these GTC contains general provisions applicable to purchase agreements as well as contracts for work or agreements on the provision of services.

## B. General provisions applicable to purchase agreements as well as contracts for work or agreements on the provision of services

### I. Definition of terms

**-Parties** means jointly the Customer and the Supplier

**-Handover Protocol** (a report on handover and acceptance) means a document by the signing of which the Customer confirms that it accepts the Consideration within the meaning of the Agreement from the Supplier and the particulars of which are defined in these GTC.

**-Supply** means the delivery of movables by the Supplier.

**-Work** means the carrying out of certain work, service or maintenance or the completion of a work.

**-Services** means activities provided by the Supplier and related to the subject matter of the Agreement. These activities include in particular other performance which cannot be considered as the Supply or the Work.

**-Consideration** means the Supply, Work or Service.

**-Business Days** are all days except for weekends and public holidays.

**-Order** means a written document entitled "Order" and issued by the Customer which is an offer of the relevant Agreement concerning the subject matter of performance and delivered



to the Supplier in writing or electronically as a scanned copy of the Order signed by the Customer.

**-Framework Order** means a written document entitled "Framework Order" and issued by the Customer which (i) is an offer of the relevant Agreement concerning the pre-defined subject matter of performance to be concluded for a definite period of time, (ii) sets out in particular the quantity, price, payment and delivery terms, and (iii) is delivered to the Supplier in writing or electronically as a scanned copy of the Framework Order signed by the Customer. The Framework Order is governed by the provisions of these GTC applicable to the Order (unless otherwise stipulated).

**-Agreement** means (i) the Order or Framework Order of the Customer accepted by the Supplier in the manner set out in Part B Section IV.4.1 (a) or (b) or Part B Section IV.4.2 of these GTC or (ii) other written agreement containing the Parties' expressions of will in one document and concluded in the manner set out in Part B Section IV.4.1 (c) of these GTC.

**-Framework Agreement** means a written agreement containing the Parties' expressions of will in one document accepted or concluded in the manner set out for the conclusion of the Agreement. The provisions of these GTC applicable to the Agreement shall apply *mutatis mutandis* to Framework Agreement (unless otherwise stipulated) with the difference that the Customer's duty to order any Consideration or the Supplier's duty to provide any Consideration is not implied by the Framework Agreement alone. The individual rights and duties arise for both Parties only from the respective Agreement concluded on the basis of the Framework Agreement and in accordance therewith.

## II. Services provided by the Supplier

### 1. Scope of Consideration

1. The scope of the Supply, Services or the description of the subject matter of the Work follows from the Agreement.
2. The Customer is not obligated to accept a partial Consideration under the Agreement from the Supplier.
3. Without the Customer's prior written consent the Supplier may not supply the Consideration in excess of the ordered scope of the Consideration.

### 2. Location of supply/performance

1. Unless otherwise agreed upon in the Agreement, the location of performance is the Customer's registered office.

### 3. Time of supply/performance

1. For the performance of the agreed Supply of goods, completing the Work or providing the Services the dates and periods agreed upon in the Agreement shall apply ("**Delivery Periods**"). These periods are binding. The Customer is not obligated to accept any Consideration before the agreed Delivery Period lapses.

### 4. Proofs of Consideration

1. At the Customer's or the Supplier's request each completed Supply, provided Service or completed Work must be documented in the Handover Protocol (proof of Consideration – delivery note, handover/acceptance report) to be signed after the acceptance of the concerned Consideration on behalf of the Customer by the Customer's appointed representative pursuant to the Customer's internal policies.
2. In addition to the particulars set out by the generally binding legal regulation, the Handover Protocol must contain in particular:
  - identification of the Parties (business name, ID No., registered office),
  - location and date of performance,
  - identification of the Consideration as per the Agreement,
  - no. of the Customer's Agreement
  - description of any shortcomings or defects in the Consideration, if the Customer decides to accept such a Consideration.

### 5. Costs of transport

1. The Consideration shall be supplied carriage free. In particular the costs of transport, packaging, insurance and customs duty shall be paid by the Supplier. These costs form a part of the price of the Consideration set out in the Agreement.

### 6. Risk of damage to goods or work to be completed

1. The risk of damage to the Supply or Work to be completed passes from the Supplier to the Customer upon the acceptance of the completed Work or the Supply by the Customer.



## 7. Acquisition of ownership rights

1. The Customer acquires an ownership right to the Supply or Work upon its acceptance. This shall not apply to things which are subject of maintenance, repair or modification and which are owned by the Customer.
2. If the subject matter of the Consideration consists of the completion of the Work which is an author work and/or the supply of an author work, the Supplier shall grant the Customer an exclusive licence for such a work without any entitlement to any further fee. The licence shall be granted for all known modes of use and without any time, territorial or quantitative limitation. The Customer shall be authorised to grant a sub-licence or to assign the licence to any third party.

## 8. Subcontracts

1. The Supplier may entrust other person to provide the Consideration or a part thereof under the Agreement only with the Customer's prior written consent. However, the Supplier is always fully liable for the Consideration under the Agreement as if the Supplier provided the Consideration by itself.

## 9. Price

1. The Customer agrees to pay the Supplier the price agreed upon in the Agreement unless the Parties agreed only on the method of its determination. In such an event the price shall be determined by such an agreement between the Parties.
2. If the price for the Work or for the Services is determined on the basis of a budget the Supplier guarantees the completeness of such a budget. The price is determined as the maximum permitted and unchangeable price. It covers all the Supplier's costs and risks associated with the preparation and provision of the Consideration.
3. The Supplier represents that it has acquired detailed knowledge of all the circumstances decisive for fulfilling the subject matter of the Agreement and reflected them in the agreed price, in particular, that:
  - the price is determined at a pricing level applicable at the date of the total handover of the Consideration and covers the expected trend in prices of input costs, the customs fee and all deteriorated conditions that can be expected during the implementation;
  - the Supplier verified the clarity, scope and completeness of the documentation submitted

by the Customer, clarified all ambiguities before the conclusion of the Agreement and is able to provide the Consideration;

- the Supplier acquainted itself with the current condition of the premises, land, utility networks and possibilities within the construction site and/or conducted probes and analyses by which it eliminated all technical doubts as to the provision of the Consideration;
  - the Supplier reviewed all documentation and that the documentation is free of any apparent defects and relies on the use of designs, materials and structures compliant with general usage;
  - the price includes all work and supplies including any additional, auxiliary and supplementary work, overhead costs and equipment which form a part of the full and flawless provision of the Consideration.
4. The Supplier assumes the risk of change in circumstances within the meaning of Section 1765 (2) and Section 2620 (2) of the Civil Code.
  5. If the Supplier is a VAT payer, it shall be authorised to apply VAT in an amount pursuant to Act No. 235/2004 Coll., on Value Added Tax ("VAT Act") in addition to the agreed price as at the date of taxable supply. If a reason exists for the rise of guarantee on the part of the Customer within the meaning of Section 109 of the VAT Act, in particular if the Supplier specifies an account other than the published by the tax administrator, the Customer shall be authorised to pay the amount of the prescribed VAT for the Supplier directly to the tax administrator's account in line with the procedure set out by Section 109a of the VAT Act. If the Customer pays the VAT in this manner for the Supplier, the Customer shall be obligated to pay the Supplier only the agreed price exclusive of VAT for the duly provided Consideration and to inform the Supplier accordingly without undue delay.
  6. The Customer agrees to pay the price for the provided Consideration on the basis of a tax document which the Supplier is authorised to issue after the Customer accepts the Consideration which has been duly handed over. In the case of repeated Considerations or prices determined as a monthly fee the Customer agrees to pay the agreed amount in arrears, always in the month following the month in which the Supplier supplied the respective Consideration to the Customer unless otherwise agreed between the Parties in the Agreement.



#### **10. Issuance of tax documents**

1. After the completion of the Consideration, subject to the fulfilment of the conditions arising from these GTC and within the period defined by and in compliance with the relevant law, the Supplier shall issue a tax document for the Customer for the payment of the price for the Consideration, or other accounting document if the Supplier is not a VAT payer, and to deliver this document to the Supplier's registered office, unless otherwise stipulated in the Agreement.
2. The tax document must contain all the particulars prescribed by the generally applicable legal regulations, in particular by the VAT Act, registration number of the Agreement to which it applies, the number of the purchase document stated in the Agreement or otherwise communicated to the Supplier and the number of the account to which the Customer's payment is to be credited.
3. For tax documents issued for the recurring Consideration (service, maintenance, repeated supply of goods) assessed for a certain period the Supplier shall clearly indicate the billing period.
4. If the tax or accounting document does not contain the prescribed or agreed particulars or if it was issued in conflict with the Agreement or the law, the Customer shall be authorised to return it to the Supplier before its due date for correction or re-issuance. In this connection the Customer shall state the reason for returning the tax or accounting document. On the date when the tax or accounting document is returned the running of its maturity period shall be discontinued and a new maturity period shall commence on the date when the corrected or re-issued tax or accounting document is delivered to the Customer from the Supplier.
5. The Supplier shall attach a copy of the Handover Protocol confirming the acceptance of the subject of matter of the Consideration to the tax or accounting document. In case of breach of this obligation the Customer shall not be obligated to pay the tax or accounting document until the Supplier fulfils this obligation.
6. The tax document/invoice must be an A4 format document on standard 80g/m<sup>2</sup> office paper with single side print, the colour of the font used in the tax document/invoice will be black and the tax document/invoice will be delivered in one original.

#### **11. Payment period with respect to the price**

1. The agreed price is payable within 60 days of the day when the Customer receives a tax document or accounting document duly issued in accordance with these GTC or the Agreement.
2. The price shall be deemed paid on the date when it is debited from the Customer's account to the credit of the Supplier's account.
3. In the event of delay in the payment of the price the Customer shall pay the Supplier a late payment interest in the amount of 0.1% from the overdue amount for each day of delay.

#### **12. No waiver or acknowledgement**

1. The payment of a tax or accounting document shall not constitute a waiver of the rights arising from the default in Consideration or acknowledgement that the Consideration was ordered or that the Consideration was free of defects.

#### **13. Prohibition of assignment / set-off**

1. The Supplier may not assign its claims arising from the Agreement with the Customer to any third parties without the Customer's prior written consent nor may the Supplier unilaterally set off any of its receivables due from the Customer against the Customer's receivables due under the Agreement.

#### **14. Information and notification duty**

1. If the Supplier needs further information or documents for performing the Agreement it shall immediately approach the Customer through its contact person specified in the Agreement with a written statement sent by post, fax or e-mail.
2. If the Customer and the Supplier have agreed upon a certain production plan or other schedule with respect to the provision of the Consideration, the Supplier shall provide the Customer with information on the progress of the Work during the period until its handover to the Supplier and on the fulfilment of the agreed production plan or other schedule. The Supplier shall inform the Customer of any deviations within 3 days of their occurrence. At the Customer's request the Supplier shall prove to the Customer the achievement of a given milestone in the production plan or other schedule.

#### **15. Termination of the Agreement**

1. Either Party may terminate the Agreement concluded for an indefinite period or a definite





period of more than one year without stating a reason by a written notice of termination delivered to the other Party.

2. The notice period is 1 month and commences on the first day of the month following the month in which it was delivered to the other Party.
3. The termination shall become legally effective upon the expiry of the notice period.

#### **16. Withdrawal from the Agreement**

1. Both the Supplier and the Customer are authorised to withdraw from the Agreement for reasons stipulated by the law.
2. In addition to the reasons stipulated by the law the Customer is authorised to withdraw from the Agreement if:
  - a) a decision on winding up the Supplier with liquidation and without a legal successor is issued,
  - b) insolvency proceedings are commenced against the Supplier's assets,
  - c) bankruptcy or execution is declared against the Supplier's assets,
  - d) the Supplier has repeatedly failed to fulfil the information duties set out in Section II.14.2 of this part of the GTC,
  - e) the Supplier defaults on the provision of the Consideration or on the provision of the Consideration on an ongoing basis (or if the Supplier defaults on providing the on-going provision of the Consideration) if a production plan or other schedule as per Section II.14.2 of this part of the GTC has been agreed on, for a period exceeding 15 days; in these cases of withdrawal the Agreement shall always be cancelled from inception.
3. The Supplier shall be further authorised to withdraw from the Agreement if the Customer defaults on the payment of the agreed price for a period of over 30 days despite a written notice delivered to the Customer by the Supplier.
4. Withdrawal from the Agreement within the meaning of this Section II.16.1 through II.16.3 shall be notified by the Party which withdraws from the Agreement to the other Party in writing. The notice shall be delivered to the other Party at its registered office or at a different address specified in the Agreement. The withdrawal becomes legally effective upon the delivery of the notice of withdrawal to the other Party. In case of any doubt about the date of delivery the notice shall be deemed delivered on the third Business Day of its proven dispatch or, if sent to an address in another country then the notice

shall be deemed delivered on the fifteen business day of its proven dispatch.

#### **17. Interruption of consideration**

1. The Customer is authorised to request the Supplier at any time to discontinue the performance of the Agreement. Upon the receipt of this request the Supplier is obligated to discontinue the performance of the Agreement and to duly ensure the provided Consideration in such a manner as to prevent the occurrence of damage. Should the interruption last for a period longer than 3 months without the Customer requiring such an interruption in connection with a default or other breach of the Supplier's contractual duties, the Supplier may request in writing the Customer's consent to the continuation of the performance. Should the Customer refuse to grant such consent the Supplier shall be authorised to withdraw from the Agreement. If the Customer's requirement was not reasoned by the breach of the Supplier's contractual obligations, the Supplier shall be authorised to seek compensation for the costs incurred in connection with the interrupted performance of the Agreement. This amount shall not exceed 10% of the total price of the Consideration under the Agreement and, in the event of recurring Consideration, an amount equal to the Customer's Consideration for 6 months of the duration of the Agreement.

#### **18. Confidentiality duty**

1. The Parties are aware that in the course of performance of the Agreement the Parties or their employees or subcontractors may gain access to the other Party's confidential information or that such information may be provided to them. The Parties agree to treat confidential information as a trade secret and, in particular, to keep it confidential and take all contractual and technical measures to prevent its abuse or disclosure. The Parties may disclose this information only to their employees who need to familiarise themselves with this information due to the performance or preparation of the performance of the subject matter of the Agreement, to their contractual partners and representatives to the extent necessary for the preparation of the performance and for the performance of the duties under the Agreement and to persons that directly or indirectly participate in the preparation and course of the proceedings



concerning disputes that arise from the Agreement. The Parties agree that they will sufficiently inform the above persons about the confidential information and about the duty to keep this information confidential and that they will sufficiently secure the confidentiality of this information by contractual provisions. If a breach of this confidentiality duty is identified by one Party, the same Party shall immediately inform the other Party of this fact and both the Parties shall adopt appropriate measures in order to remedy the defective situation. Any and all confidential information shall remain the sole property of the disclosing Party. The Parties further agree not to use any confidential information pertaining to the other Party other than in connection with the performance of the Agreement.

2. Confidential information shall be understood to mean in particular information acquired by the Parties or their representatives in connection with the Agreement, its performance and other negotiations with the other Party such as information on operating methods, procedures, working procedures, business or marketing plans, concepts, strategies or their parts, offers, contracts, Agreements, understandings or other arrangements with third parties, information about financial results, about relationships with business partners and employment issues even if such information does not constitute trade secret pursuant to the Civil Code and, know-how which means all findings of commercial, production, technical or economic nature which relate to the Party's activities, have actual or at least potential value and are not commonly accessible in the relevant business circles and are to be kept in confidentiality, and all data that become known to the Supplier in connection with the processing of the Customer's data ("**Confidential Information**").

3. This duty shall not apply to the provision of the Confidential Information for the purposes of entrepreneurial activity within a business group pursuant to the provision of Section 71 et seq. of Act 90/2012 Coll., on Corporations and Cooperatives (the Companies Act), as amended, and to the provision of the Confidential Information to legal, tax, financial or other third-party advisors with whom the Parties are obligated to agree upon similar conditions governing the confidentiality of the provided information. The Parties further agree

not to use the provided Confidential Information in contradiction with its purpose for their own use.

4. Irrespective of the above, the following information shall not be regarded as the Confidential Information:

- a) information whose provision or disclosure to a third party was approved in writing in advance by the disclosing Party;
- b) information that the disclosing party expressly designated as public;
- c) information which entered the public domain without the receiving Party breaching intentionally or by omission the duties under the Agreement; and
- d) information whose disclosure by the receiving Party is mandatory under Czech law.

5. The duty to treat the Confidential Information in accordance with this Section II.18 shall survive the entire term of the Agreement and the termination thereof until the Confidential Information becomes publicly known without the receiving Party breaching its duties under the Agreement and this Section II.18.

6. In case the Supplier breaches its duty concerning the treatment of the Confidential Information, the Customer shall be entitled to a contractual penalty in the amount of CZK 100,000 (in words: one hundred thousand Czech crowns) for each individual breach. This penalty shall have no effect on the Customer's right for compensation for the incurred damage.

### III. Default on the performance of an obligation

#### 1. Supplier's default

- 1. If the Supplier defaults on the Consideration, it shall pay the Customer a contractual penalty in the amount of 0.1% of the agreed price for each calendar day of default.
- 2. The Supplier shall pay the contractual penalty to the Customer within 15 days of the date when the Customer requests the Supplier to do so; this penalty shall be paid by wire transfer to the credit of the Customer's account specified in the Agreement or by the Customer.
- 3. The provision concerning the contractual penalty shall have no effect on the Customer's right for compensation for damage incurred as a



consequence of the default. The same applies to all other contractual and statutory rights which belong to the Customer in the case of default.

## 2. Liability for defects

1. The Supplier shall be liable for defects in the supplied Consideration in accordance with the relevant Czech statutory provisions governing the respective type of agreement, unless the nature of the matter implies something else or unless otherwise stipulated.
2. The Supplier grants the Customer a warranty for quality of the Consideration for a period of at least 5 years in the case of any construction work and 2 years in the case of other Considerations.
3. The Supplier may be released from its liability if the Supplier proves that the defect was caused due to incorrect information provided by the Customer.
4. If the Supplier is not released from its liability, the Supplier shall remedy the identified defect at its own cost.
5. The Supplier agrees to commence work with respect to the remedying of the defects no later than 5 (five) Business Days of the moment when a defect was reported.
6. If an unrepairable defect is identified which constitutes a material breach of the Agreement, the Customer shall be authorised to withdraw from the Agreement subject to the fulfilment of the conditions set out in Part B Section II.16 of these GTC.

## IV. General provisions

### 1. Choice of law

1. Legal relationships arising from the Agreement, which are not directly set out in the Agreement, shall be governed by Czech law. The Parties also agree to interpret the rights and duties arising from the Agreement in accordance with Czech law.
2. The Parties hereby exclude the application of Section 557 (*contra proferentem* principle), Section 1793 (1) (gross disparity) (*laesio enormis*), Sections 1799 and 1800 (adhesion contracts) of the Civil Code.

## 2. Governing law and jurisdiction

1. Legal relationships arising from the Agreement shall be governed also by these GTC and conditions agreed upon between the Parties.
2. In case of any conflict between the Agreement and the GTC, the Agreement shall prevail.
3. The Parties agree to resolve any disputes arising from the Agreement first by attempting to reach an agreement at the level of their executive bodies and, if this is not possible, in accordance with the relevant provisions of Czech legal regulations.
4. The court competent for any and all disputes arising from the Agreement between the Supplier and the Customer shall be the Customer's general court or, in the case of the Customer's legal successor or a person to which the Customer's rights and duties arising from the Agreement were transferred a general court of this person, unless the Parties agree in writing that the dispute shall be resolved in arbitration proceedings.

## 3. Form of legal acts

1. If these GTC require the written form for a certain legal act, then the written form shall include also e-mail provided that the e-mail is sent to the address of a responsible person on the part of the relevant Party. The previous sentence shall not apply (i) if these GTC expressly provide otherwise, (ii) to all provisions or acts concerning termination of or withdrawal from the Agreement in accordance with the GTC and (iii) to concluding the Agreements in a manner other than in the form of the Order. In the case of Agreements concluded in a manner other than by accepting the Order the legal acts must be in hard copy form containing the signatures of both Parties.

## 4. Conclusion of the Agreement, amendments to and termination of the Agreement

1. Unless otherwise provided, the Agreement shall come into force and effect on the date when:
  - a) the Order being accepted (confirmed) in writing by the Supplier is delivered to the Customer,
  - b) on the basis of the Order and within the period set out in the Order the Supplier supplies the goods to the Customer or starts providing other Consideration specified in the Order; or
  - c) it is signed in hard copy form containing the signatures of both Parties.



Should multiple circumstances of those set out under items (a) through (c) of this paragraph occur the Agreement shall be deemed concluded upon that of these circumstance which occurs earlier.

2. If the Order is sent to the Supplier by e-mail, the Supplier may accept the Order only in such a manner that a person authorised to represent the Supplier signs the printed Order and a scanned copy of so signed Order is sent to the Customer by e-mail to an address specified in the Order as the address of the person who placed the Order.
3. Any changes to the offer of the Agreement (Order) made by the other Party constitute a new offer of the Agreement. The acceptance of the offer Agreement (Order) which includes a reference to any terms and conditions different from these GTC is deemed to be a new offer of the Agreement.
4. The contractual relationship is concluded for an indefinite period unless the Agreement stipulates otherwise or unless the subject matter of the Consideration implies that the Agreement is concluded for a definite period.
5. The Agreement may be altered only by written numbered amendments. The provision concerning the manner in which the Agreement is concluded shall apply accordingly to the conclusion of amendments. The same applies to changes to the GTC associated with an existing Agreement.
6. The contractual relationship shall cease to exist upon expiry of the period for which it was agreed, by termination notice, by withdrawal from the Agreement, by agreement between the Parties on the date set out in such an agreement, by death of an individual or dissolution of a legal entity without a legal successor.
7. In case of non-acceptance of the Customer's Order by the Supplier and the Supplier's failure to supply the Consideration within the period set out in the Order the Supplier shall be deemed not to have accepted the Order (the Customer and the Supplier have not concluded the Agreement).
8. The Customer shall be authorised to withdraw the Order provided that the withdrawal will be delivered to the Supplier at same time as the Order at the latest.
9. The fact that the Agreement has been terminated does not release the Parties from their liability for the payment of contractual

penalties or compensation for damage incurred during the term of the Agreement.

10. The termination of one Agreement shall not automatically entail the termination of other Agreements concluded between the Parties on the basis of the Framework Agreement.

## **5. Work health safety and environmental protection**

1. The Supplier assumes responsibility for its employees' and subcontractors' compliance with the principles of work health safety where the Supplier provides the Consideration. The Supplier agrees to ensure that its employees and subcontractors adhere to all applicable regulations concerning work health, fire protection and environmental protection. If the Supplier provides any Consideration on the Customer's premises, it shall ensure that its employees and subcontractors adhere to the safety rules of the Customer's workplace and other regulations concerning work health safety, environmental protection and fire protection which shall be provided to Supplier in every individual case for review. Any waste produced in the course of the Supplier's business pertains to the Supplier and the Supplier shall dispose of it waste at its own cost.
2. All products, mechanical and electrical equipment that constitute the subject matter of the Consideration must comply with the requirements imposed by Act 22/1997 Coll., on Technical Requirements for Product, as amended. A declaration of conformity and instructions for use as per the REACH directive shall be submitted to the Customer or recipient of the Supply. The supply of these documents in Czech forms a part of the Consideration; any Supplier's costs arising in connection therewith are included in the contractual prices.
3. The Customer shall be entitled to request the Supplier to immediately remove any Supplier's employee or subcontractor involved in the provision of the Consideration whose conduct significantly threatens his own or other persons' health and safety in the location of performance, fire safety or the environment. In such an event the Supplier shall replace the employee or subcontractor without undue delay with another informed employee or subcontractor approved by the Customer in line with these GTC.

## **6. NET4GAS' Code of Ethics**

1. While performing the Agreement the Supplier shall comply with all statutory provisions and





binding legal regulations and NET4GAS' Code of Ethics which is freely accessible on the Customer's website.

These legal relationships shall continue to be governed by the terms and conditions valid before the conclusion of the Agreement.

## **7. Foreign labour**

- 1.If for the purposes of providing the Consideration the Supplier sends a national of any of the EEA countries or Switzerland to the Customer, the Supplier shall inform the Customer accordingly no later than 7 Business Days before the concerned worker starts working at the Customer and to produce, at the same time, the following: the concerned worker's identification details, address in the country of his/her permanent residence, proof of the highest education completed, place of work, type of work, position by relevant type of economic activity, proof of education required for the relevant profession and information about whether in this case this is the first work assignment of the concerned worker in the Czech Republic.
- 2.If for the purposes of providing the Consideration the Supplier sends a national of a country other than a EEA country or Switzerland to the Customer, the Supplier shall present the Customer, in addition to the information and documents mentioned in the previous Section, with a proof of the Supplier's (employer's) authorisation for carrying on business in the country of its origin. In such an event the Supplier shall fulfil the duty set out in this Section and in the previous Section no later than 40 days before the expected commencement of work of the concerned worker.
- 3.If foreign labour is used for the Consideration by the Supplier having its registered office in the Czech Republic, the Supplier shall produce, on the date when the concerned worker commences to work at the latest, an affidavit confirming that the Supplier complies with all statutory requirements for the employment of foreign nationals.

In Prague, 1 April 2014

## **C. Joint, transitional and final provisions**

- 1.These GTC enter into force on 1 April 2014 and fully supersede all previously applicable GTC issued by the Customer for the provision of the Consideration.
- 2.All legal relationships established between the Supplier and the Customer before the effective date of these GTC shall continue in force.