

General Terms and Conditions of Purchase of ŠKO-ENERGO, s.r.o.



Validity of the General Terms and Conditions of Purchase

These General Terms and Conditions of Purchase apply to all relations between ŠKO-ENERGO, s.r.o., registered office: Mladá Boleslav II, Trž. Václava Klementa 869, post code: 293 60, business ID number: 616 75 938, entered in the Commercial Register maintained by the Municipal Court in Prague, section C, entry 38549 (hereinafter "ŠKO-ENERGO") and a supplier arising based on or in connection with an order placed by ŠKO-ENERGO.

This is the English translation of the original Czech text. In the event of any discrepancy between the interpretation of this translation and the Czech original, the Czech version of the General Purchasing Terms shall always prevail.

PART ONE – GENERAL PROVISIONS

I. Conclusion of Contract

1. A contract is concluded between ŠKO-ENERGO and the supplier (hereinafter "Contract") upon the delivery of the acceptance of an order issued by ŠKO-ENERGO by the supplier (hereinafter "Order").
2. An Order can be issued also in electronic form (e.g. in PDF format) without the connection of a recognised electronic signature within the meaning of Act No. 297/2016 Coll., on trust services for electronic transactions, or a qualified electronic signature within the meaning of Regulation (EU) No 910/2014 of the European Parliament and of the Council, the eIDAS Regulation. Such Order is binding on ŠKO-ENERGO provided it contains, in machine type, the first name, surname and position of a representative of ŠKO-ENERGO, with connected information about the date of completion of such data, and provided it is sent to the supplier as an attachment to a data message by e-mail from the e-mail address objednavky@sko-energo.cz.
3. The supplier can confirm an Order also by e-mail, where the confirming message must carry a recognised electronic signature within the meaning of Act No. 297/2016 Coll., on trust services for electronic transactions, or a qualified electronic signature within the meaning of Regulation (EU) No 910/2014 of the European Parliament and of the Council, i.e. the eIDAS Regulation, of a representative of the supplier and the Order must be attached, or the confirming message must carry a simple electronic signature of a representative of the supplier and there must be an attachment with a scan of the Order bearing the signature of a representative of the supplier. Such e-mail address of the supplier will be used for communication between ŠKO-ENERGO and the supplier and all information and documents sent to this e-mail address will be considered delivered on the date of sending by ŠKO-ENERGO. The supplier undertakes that the e-mail address from which the order confirmation was sent is active and monitored. This electronic communication is considered equivalent to other forms of written communication between the contracting parties.
4. An expression of the supplier's will in relation to an Order that contains any modifications, reservations, restrictions or other changes is the rejection of the Order, and ŠKO-ENERGO is not obligated to respond to such expression of will and a contract is not concluded.
5. There is a prohibition against concluding a contract based on the delivery of the acceptance of an Order with a rider or deviation that does not significantly change the original conditions, unless ŠKO-ENERGO expressly approves such insignificant rider or deviation within 30 days of the delivery of such acceptance of an Order.
6. An Order is accepted and a contract concluded also if the Supplier starts any activity that is directed at compliance with an Order and ŠKO-ENERGO obtains information about this. If, in such case, the supplier subsequently delivers to the company the acceptance of an Order that contains any changes, reservations, restrictions or other changes, including riders or deviations that do not significantly change the original conditions, regard will not be had to such later acceptance of the Order and the contract is concluded in accordance with the content of the Order.
7. If the acceptance of an Order or information about the start of activities directed towards the performance of an Order is not delivered to ŠKO-ENERGO within 30 days of the issue of an Order, ŠKO-ENERGO is entitled to rescind the Order. The supplier does not have any claims against ŠKO-ENERGO for this reason.

II. Form and Contents of Contract

1. The Order comprises the body of the contract. All annexes are parts of a contract, even if it is not expressly stated therein.
2. The Supplier agrees with ŠKO-ENERGO that commercial custom does not take precedence over a provision of law that does not have mandatory effects. At the same time, the application of Sections 1799 and 1800 of Act No. 89/2012 Coll., Civil Code, concerning form contracts, is excluded.
3. These General Terms and Conditions of Purchase of ŠKO-ENERGO are an annex to a contract.
4. The Volkswagen Group Requirements Regarding Sustainability in its Relationships with Business Partners (Code of Conduct for Business Partners), Requirements for Suppliers Concerning Compliance with Ethical Standards and Declaration on Social Rights and Industrial Relationships at Volkswagen, the Agreement on Supplier Standards and affidavit, the Terms and Conditions for Ensuring Security in the Supply Chain and Proof of Origin of Delivered Goods and the Terms and Conditions for Handling Intellectual Property Rights and Rights to Works with Intangible Results are always annexed to a contract. If they are not handed over to the supplier, it is obligated to familiarise itself with them at the website www.vwgroupsupply.com.

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5. ŠKO-ENERGO has implemented its own Compliance Management System, which includes its own reporting system for the purposes of reporting under the Czech Whistleblower Protection Act (the so-called whistleblowing). In the relationship between the supplier and ŠKO-ENERGO, the principles and contact points of the "ŠKO-ENERGO Reporting System" are used instead of the relevant provisions of the Volkswagen Group document "Code of Ethics for Business Partners", which refers to the use of the "Central Reporting System of the Volkswagen Group". Information on this is available on the ŠKO-ENERGO website at: <https://www.sko-energo.cz/o-nas/compliance>. If they are not provided to the supplier, the supplier is obliged to familiarize themselves with them.
6. Documents to which an Order or other annex created by ŠKO-ENERGO refers, as well as other documents that are related to an Order and were handed over or disclosed to the supplier, are also an annex to the contract. The minutes of a meeting between ŠKO-ENERGO and the supplier, the ŠKO-ENERGO technical assignment, special delivery, technical or trial conditions and ŠKO-ENERGO specifications, instructions for packaging, marking and sending a delivery, a ŠKO-ENERGO request and an internal Škoda Auto, a.s., business ID number: 001 77 041 with its registered office in Mladá Boleslav (hereinafter Škoda Auto or Škoda) regulation, for example, can be annexes to a contract.
7. In the event of a conflict, the content of an Order always has priority over the content of an annex to the contract.
8. In the event of a conflict between the content of annexes to a contract, an annex that, according to its content, is special or that has a later date of preparation has priority over an annex that, according to its content, is more general or that has an earlier date of preparation, unless provided otherwise therein.
9. If an annex to a contract is a document that the supplier created (for example an offer of the supplier), then in the case of a conflict with another annex to the contract that was created by ŠKO-ENERGO, itself or together with the supplier, such other annex has priority regardless of the aforementioned rule.
10. The use of the supplier's terms and conditions of business for a contract between ŠKO-ENERGO and the supplier, as well as for its conclusion, is prohibited. This also applies if an annex to the contract is a document that contains the supplier's business terms and conditions or part thereof or refers to them, or if it is a document that was handed over by the supplier to ŠKO-ENERGO after the conclusion of a contract in connection with its performance (e.g. delivery bills or invoices).

III. Confidentiality

1. The supplier must treat the contract and any business and technical information connected with carrying out the contract as a trade secret of ŠKO-ENERGO.
2. The business relationship with ŠKO-ENERGO can only be referred to in the supplier's advertisements if previously approved in writing by ŠKO-ENERGO.
3. The duty of confidentiality applies to information received regardless of whether a contract is concluded and even after a contract expires.

IV. Demand and supply review

1. The supplier is obliged to review the request of ŠKO-ENERGO and the data contained therein in terms of accuracy, completeness, feasibility and compatibility and to take into account in the offer all costs that may arise in the performance of the supply. The supplier is obliged to notify ŠKO-ENERGO in writing of any shortcomings, including the accuracy and completeness or suitability of the requirements of ŠKO-ENERGO. By submitting the offer, the supplier assumes the risk of the feasibility of the supply at the offered price for the purpose specified in the request of ŠKO-ENERGO.
2. If the subject of the delivery is dual-use goods within the meaning of US legislation, as well as Annex I to EU Regulation 428/2009, the supplier is obliged to inform ŠKO-ENERGO of this and to comply with the Contractual Terms and Conditions for Ensuring Security in the Supply Chain and for Proving the Origin of the Delivered Goods, which can be found at www.vwgroupsupply.com. If the subject of the delivery is sanctioned goods according to national or international sanctions, the supplier is obliged to immediately inform ŠKO-ENERGO at the email address: faktury@sko-energo.cz. The supplier has these obligations also during the performance and at the time of handover of the performance.

V. Operating Means

1. ŠKO-ENERGO reserves the ownership and intellectual property rights to all documents, information, access data (especially to IT and other systems), certificates, data carriers, images, drawings, calculations, technical descriptions and other materials, as well as models, patterns, matrices, templates, tools, hardware, etc. (hereinafter "operational resources") that ŠKO-ENERGO makes available to the supplier. The operating means may not be made available or transferred to a third party without the express prior written consent of ŠKO-ENERGO. The same applies to products created using such Technical Data and Production Means; these objects may only be supplied to ŠKO-ENERGO.
2. If for any reason the contract is not concluded or the transaction is not completed, the operating means must be returned to ŠKO-ENERGO and may not be used or made available to a third party by the supplier in any way. If their return would involve unreasonable costs, the supplier is entitled, after prior agreement with ŠKO-ENERGO, to irretrievably destroy or delete these operating means.

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3. The operating assets are intended and may be used exclusively for the fulfilment of the concluded contract and at any time upon request by ŠKO-ENERGO or without a request after the fulfilment or other termination of the contract, they must be immediately returned to ŠKO-ENERGO and may not be used in any way by the supplier or made available to a third party.
4. The results of the activities achieved using operating means must be made available and transferred exclusively to ŠKO-ENERGO and may not be used in any way by the supplier.
5. Products that have been developed or perfected by ŠKO-ENERGO in cooperation with the supplier may only be supplied to ŠKO-ENERGO.
6. In connection with the performance for ŠKO-ENERGO, the supplier must submit all documents and certificates for further export within and outside the European Union (e.g. E-Mark, COP) to ŠKO-ENERGO on request.

VI. Subcontractors

1. Unless agreed otherwise in the contract and unless the nature of performance excludes it, the supplier is entitled to authorise subcontractors to fulfil the supplier's obligations. If, in connection with this assignment, this subcontractor processes personal data of which ŠKO-ENERGO is the controller, the relevant provisions of the personal data processing agreement referred to in Article XIV. paragraph 4 of these General Terms and Conditions of Purchase shall apply. The supplier is obliged to oblige the subcontractor to comply with all obligations arising from the agreement between the supplier and ŠKO-ENERGO (including any concluded personal data processing agreement), as well as to comply with the relevant internal regulations of Škoda Auto, with which it has been acquainted. The supplier is fully liable to ŠKO-ENERGO for the fulfilment and any possible misconduct, as if the supplier fulfilled the obligations itself.
2. The supplier shall bind subcontractors to comply with the duties resulting for it from the contract with ŠKO-ENERGO in connection with the realisation of a delivery, as well as other duties in accordance with Article XVI of these terms. The supplier is obligated to prove it at the request of ŠKO-ENERGO.
3. At the request of ŠKO-ENERGO, the supplier will state whether it uses subcontractors without undue delay and will submit a full and correct list of them stipulating the extent and specifications of work they are authorised to perform. The supplier shall, of its own volition and without undue delay, inform ŠKO-ENERGO of every change and supplementation of such list, even during the course of a delivery's realisation. ŠKO-ENERGO reserves the right to reject individual subcontractors. In such a case, the supplier may not use the information about the subcontractor's refusal to perform the delivery from the moment of delivery.
4. In the event of a breach of any duty of the supplier in accordance with this article, ŠKO-ENERGO is entitled to terminate the contract with immediate effect (notice without a notice term) or to withdraw from it.

VII. Performance

1. The place of performance is the ŠKO-ENERGO premises in Mladá Boleslav, Czech Republic, unless stated otherwise by ŠKO-ENERGO.
2. Performance must correspond exactly to the agreed terms and conditions, and must be completed by the agreed deadline.
3. The Supplier is obliged to use employees with appropriate qualifications to fulfil the contractual obligations so that the delivery can be completed on time and properly. The Supplier shall appoint a contact person with whom the course of contract performance will be coordinated.
4. If the supplier finds that it is expedient or necessary to make changes or improvements, he is obliged to inform ŠKO-ENERGO in writing and request its decision on a possible change in the subject of performance.
5. If the supplier finds that he cannot meet the agreed delivery deadline, he is obliged to immediately inform ŠKO-ENERGO in writing, including the reason for the delay. A change in the delivery deadline is possible only with the prior written consent of ŠKO-ENERGO.
6. In the event of justified concerns about the fulfilment of the agreed delivery period (e.g. in the event of unmet partial milestones), ŠKO-ENERGO is entitled to check the current status of performance, inspect materials, documents and results of the ongoing performance of the contract that are directly or indirectly related to the overall performance. In the event of such a check being carried out outside the premises of ŠKO-ENERGO s.r.o./Škoda Auto, the check will take place after prior agreement and during the supplier's usual operating hours.
7. Once the delivery is completed, the supplier will invite ŠKO-ENERGO to take over. Any partial or conditional takeover does not relieve the supplier of the obligation to complete the agreed activities.
8. ŠKO-ENERGO is not obligated to accept unagreed partial performance or performance exceeding the agreed quantity. Performance before the agreed date is possible only with written approval from ŠKO-ENERGO.
9. The supplier assumes the risk of changes in circumstances until the entire work is handed over without defects and incomplete work.
10. The quality and completeness of the delivery shall be checked in accordance with the contractual arrangements. If the method of acceptance has not been agreed, the delivery shall be accepted in the case of goods by handing over, in the case of works by demonstrating the functionality of the work (including the handover of the source code and compliance

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with the parameters according to ITS 1.05 – Information Systems and Technologies or other necessary documentation), in the case of services by its flawless execution. If the delivery check requires commissioning or putting into operation for testing purposes, the acceptance shall only take place after the tests have been successfully completed. The acceptance must be made in writing, usually in the form of a protocol. Payment of the supplier's invoice cannot be interpreted as acceptance of the delivery.

11. In connection with the performance for ŠKO-ENERGO, the supplier is obliged to provide ŠKO-ENERGO, upon request, with all documents and certificates necessary for further export within and outside the European Union (e.g. E-Mark, COP).
12. In the event that a guarantee is provided for the subject of performance by the manufacturer, the supplier shall submit the relevant guarantee documents to ŠKO-ENERGO so that ŠKO-ENERGO can claim the guarantee directly from the manufacturer or through the supplier.

VIII. Payment Terms

1. The payment of the supplier's receivables is conditional on ŠKO-ENERGO having verifiable and formally correct tax documents.
2. The complete Order number and supplier number allocated by ŠKO-ENERGO must be stated in correspondence, delivery notes, tax documents (invoices).
3. Unless agreed otherwise in writing, tax documents (invoices) of the supplier must be issued solely in electronic form in pdf, isdoc or isdocx machine-readable format and their content must be in accordance with the relevant generally binding legal regulations and any agreements between ŠKO-ENERGO and the supplier. Tax documents and annexes to them must be sent by the supplier by e-mail to the e-mail address faktury@sko-energo.cz. If a e-mail message to which the tax document is attached contains any text, regardless of whether it was inserted automatically (e.g. a disclaimer), regard will not be had to it and it does not bring about any legal effects for any of the contracting parties. ŠKO-ENERGO is entitled to use the e-mail address from which the tax document was sent for subsequent communication with the supplier regarding the tax document (e.g. tax document complaint). At the same time, the supplier undertakes that the e-mail address from which the tax document was sent is active and monitored. This electronic communication is considered equivalent to other forms of written communication between the contracting parties.
4. The supplier shall demonstrably state to ŠKO-ENERGO the number of only one account for each currency in which business takes place and into which ŠKO-ENERGO is obligated to make payments for all business transactions realised in such currency. The documents required to prove ownership of the bank account (account opening agreement, bank confirmation of account management or bank statement with visible identification of the owner) must be sent by the supplier to the electronic address in the format treasury@sko-energo.cz. In the case of a supplier that is a value added tax (hereinafter "VAT") payer in accordance with the VAT Act, such account must be published by the domestic tax administrator in a manner enabling remote access. The statement of an account number on a tax or similar document is not regarded as a statement in accordance with this paragraph. ŠKO-ENERGO is not obligated to make payments into an account other than that stated. The supplier must demonstrably notify ŠKO-ENERGO of a change to such account a sufficient time in advance before an invoiced amount is due. At ŠKO-ENERGO's request, the supplier is obligated to prove that it is the owner of the account into which payments are to be made. Until the supplier states an account number in accordance with this paragraph or proves on request that it is its owner, ŠKO-ENERGO is entitled to withhold a payment and it is not in arrears with the payment of an invoiced amount.
5. In the event of defective performance, ŠKO-ENERGO has the right to withhold payment, even if it is claimed on other legal grounds, until the performance is rendered in full.
6. The supplier is not entitled to assign or pledge its receivables from ŠKO-ENERGO, unless otherwise agreed in writing.
7. ŠKO-ENERGO is entitled to unilaterally set-off due or undue receivables against any supplier's due or undue receivables from ŠKO-ENERGO. The supplier is not entitled to such set-off.
8. ŠKO-ENERGO is entitled to pay the part of its liability to the supplier corresponding to the amount of domestic VAT in accordance with a tax document of the supplier directly into an account of the supplier's tax authority. The debt of ŠKO-ENERGO, s.r.o., to the supplier terminates to the extent of performance to the tax authority. ŠKO-ENERGO must inform the supplier about the payment.
9. At ŠKO-ENERGO's request, the supplier shall state the current balance of open accounting items arising from mutual business dealings that are contained in the supplier's accounts as of the decisive date and, if it is necessary, clarify and approve conflicts with the balance contained in ŠKO-ENERGO's accounts. ŠKO-ENERGO will usually send the supplier confirmation of the balance of open accounting items contained in the ŠKO-ENERGO accounts that is based solely on accounting records and does not have any significance for the making of any claims, no legal consequences can be derived from it and, in particular, it cannot be used as a recognition of a debt.

IX. Right of Lien and Setoff

1. ŠKO-ENERGO's entitlement to exercise its right of lien towards the supplier and ŠKO-ENERGO's right to set off mutual receivables are not restricted in any way.

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X. Transport – Costs – Transfer of Risk

1. ŠKO-ENERGO reserves the right to determine the transport route and method of transport, as well as the means of transport and method of packaging. The costs of transportation and packaging are already included in the supplier's total bid price and the supplier is not entitled to demand a price increase if ŠKO-ENERGO changes the method of transportation or packaging.
2. The conditions of delivery are governed by the latest version of INCOTERMS at the time of conclusion of the contract with the DAP delivery term at the registered office of ŠKO-ENERGO, unless otherwise agreed.

XI. Force Majeure

1. Circumstances arising after the conclusion of the contract as a result of extraordinary events that are unforeseeable and unavoidable by the contracting parties, such as natural disasters or war, shall be regarded as force majeure. The contracting party that is prevented from performing its contractual obligations as a consequence of force majeure must immediately inform the other contracting party in writing when such a circumstance arises and expires, presenting evidence that such circumstances had a decisive impact on the performance of contractual obligations. Defective material, delayed sub-deliveries and strikes cannot be considered as force majeure and therefore do not substantiate any right to extend a confirmed delivery term.
2. If force majeure prevents ŠKO-ENERGO from accepting the performance at the agreed location, this shall not be considered, for the duration of the obstacle, as a default on the part of ŠKO-ENERGO in receiving the delivery, and the supplier is not entitled to claim consideration or compensation for damage. For the duration of such obstacle, the supplier must store the goods at its own expense and risk.
3. If the unforeseen circumstances are expected to last longer than 6 months for performance with a deadline not exceeding 1 year or more than 9 months for the performance with a deadline exceeding 1 year, ŠKO-ENERGO has the right to withdraw from the contract. If this is the case, the supplier must return the payments made by ŠKO-ENERGO, plus the interest determined based on valid legal regulations on penalty interest.

XII. Liability and Warrantee

1. Unless another agreement is reached regarding liability for improper and non-timely performance, the supplier accepts liability as per generally binding legal regulations.
2. In the event of claims by third parties against ŠKO-ENERGO, i.e. in the event of legal defects, the supplier is obliged to provide all possible cooperation to defend the rights of ŠKO-ENERGO, satisfy the claims of these third parties and compensate for any damages resulting from the exercise of third-party claims.
3. In the case of a delay or defects in performance, the supplier is obligated to compensate ŠKO-ENERGO for all (direct and indirect) damage caused, costs arising and other detriment (for example losses and costs arising due to delay in production, including wage costs, costs of ensuring replacement performance or costs of correcting defects).
4. Claims arising from statutory liability for defects are time-barred after 36 months from the date of delivery, unless a longer period of limitation is stipulated by law. Notification of a defect by ŠKO-ENERGO shall trigger the limitation period. If a defect was notified by ŠKO-ENERGO after the expiry of the limitation period, the supplier waives the objection of limitation.
5. The warrantee term for machinery is 24 months from commissioning without reservation which, depending on the circumstances, can be preceded by the duty to install, assemble and test it by the supplier. The warrantee term for spare parts is 24 months from the date of their installation, but no more than 30 months from their delivery date. For other goods and services, the warranty period is 24 months from their delivery. For deliveries consisting of several parts, the date from which the warranty period is calculated is the date of delivery of the last part of the delivery. If the supplier carries out assembly, the warranty period is calculated from the date of acceptance of the delivery without reservations. When replacing or repairing parts, the warranty period is extended by the time required for the replacement or repair.
6. If, despite ŠKO-ENERGO's request, the supplier is late correcting a defect complained about, ŠKO-ENERGO is entitled to correct the defect itself or have it corrected by a third party at the supplier's expense, without prejudice to its rights under liability for defects and the warrantee; the supplier is obliged to pay the costs associated with this upon ŠKO-ENERGO's request. If it is not possible or if the expected costs of correcting a defect exceed 30% of the price of an item without an increase by domestic VAT or a similar tax claimed abroad, customs duty or another similar fee billed by the supplier when making a delivery from abroad, ŠKO-ENERGO is entitled to withdraw from the contract. Minor defects or defects that need to be remedied immediately may be corrected by ŠKO-ENERGO itself at the supplier's expense or may be corrected by a third party without requiring the supplier to correct the defect; the supplier is obliged to pay the costs associated with this upon ŠKO-ENERGO's request.
7. After the complaint has been settled, the supplier will also be charged for the costs incurred as a result of the delivery defect, consisting of downtime in production and wage costs of ŠKO-ENERGO personnel who participated in the repair of the defect, and the supplier is obliged to pay them.
8. This is without prejudice to ŠKO-ENERGO's other rights under defective performance in accordance with generally binding

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legal regulations. If ŠKO-ENERGO informs the supplier that it has chosen the repair of an item by the supplier, it is entitled to change such selection without the supplier's consent, until the supplier demonstrably starts making the repair. If ŠKO-ENERGO notifies the supplier that it has chosen a discount on the price, it is entitled to change this selection without the supplier's consent, until the supplier confirms the amount of the proposed discount.

XIII. Contractual Penalty

1. If the supplier does not duly perform its obligations in time, it shall pay ŠKO-ENERGO a contractual penalty of 0.5% of the total price of performance for every week commenced, but no more than 5% of the total price of performance; the price for such purposes also includes any domestic VAT billed by the supplier or similar tax applied abroad, customs duty or other similar charge billed by the supplier for performance in the case of a delivery from abroad. ŠKO-ENERGO has the right to set off a contractual penalty claim against a supplier's claim for payment for performance. The contractual penalty is due 30 days from the delivery of the request for payment to the supplier.
2. Paying a contractual penalty and penalty interest shall not affect ŠKO-ENERGO's entitlement to compensation for any greater damage. The obligation to pay the contractual penalty does not expire along with the contract.

XIV. Some Special Duties for Supplier

1. The supplier undertakes to comply with all legal regulations on environmental protection. TO prove the supplier's environmental behaviour, a certificate according to ISO 14001 or EMAS is used, for example.
2. The supplier undertakes to have an established quality management system, documented, for example, by a certificate of implementation of a quality management system according to ISO 9001.
3. The supplier operating in the premises of ŠKO-ENERGO and Škoda Auto is obliged to familiarize himself with and comply with the obligations set out in documents OP 303 "Rules of Occupational Health and Safety, Environment and Fire Protection for External Companies". Requirements for suppliers operating in the premises of Škoda Auto in terms of environmental and working environment protection, occupational health and safety and obligations relating to confidentiality and trade secrets. The supplier is obliged to familiarize himself with all documents regulating these areas in the specified premises. These documents are on the websites of Škoda Auto and ŠKO-ENERGO or can be viewed at ŠKO-ENERGO upon request. In the event that the supplier operating in the specified premises of Škoda Auto and/or ŠKO-ENERGO, resp. If its employee or a person authorized by it to perform activities under the contract violates any of the above requirements, the supplier is obliged to pay a contractual penalty for such violation based on the invoice issued, in the amount specified in the [Penalty Schedule](#), which is published at <https://www.sko-energo.cz>.
4. If the supplier obtains access to natural persons' personal data, it is obligated to comply with valid regulations on protection of personal data and to process personal data solely for the purpose set in the contract (the set purpose). The supplier is obligated to ensure that its employees and subcontractors obtain access to personal data only to the necessary extent, and it is obligated to undertake in writing to comply with data protection rules and advise of the duty to comply with data protection regulations. On request, the supplier is obligated to prove this. The supplier will ensure personal data protection at a level corresponding to the latest appropriate technologies. In the case of processing of personal data by the supplier, it is necessary to conclude an appropriate personal data protection agreement before the supplier gains access to personal data, a template of which is provided by ŠKO-ENERGO for this purpose. The supplier is obliged to process personal data, the controller of which is ŠKO-ENERGO or a business partner of ŠKO-ENERGO, in the territory of the Czech Republic, another Member State of the European Union, or a state that is a member of the European Economic Area. Deviations from this agreement must be expressly agreed in writing between ŠKO-ENERGO and the supplier and are also subject to the conclusion of agreements for the given purpose of processing personal data.

XV. Termination

1. ŠKO-ENERGO is entitled to terminate the contract with immediate effect (notice without a notice term) or withdraw from the contract in the following situations, in particular:
 - a) The supplier has stopped making payments;
 - b) There are insolvency or similar proceedings pending against the supplier;
 - c) The supplier has gone into liquidation;
 - d) One of supplier's activities that is necessary to fulfil the purpose of the contract has been terminated;
 - e) The supplier has not carried out the subject of the contract in time or in the appropriate manner;
 - f) The supplier has directly or indirectly provided or promised a bribe or another unfair advantage to a ŠKO-ENERGO employee or representative;
 - g) The supplier has influenced or attempted to influence tender proceedings announced by ŠKO-ENERGO;
 - h) The supplier has violated another obligation ensuing from documents that are binding on suppliers in accordance with these General Terms and Conditions of Purchase, e.g. in the area of environmental protection or ensuing from the Volkswagen Group Requirements Regarding Sustainability in its Relationships with Business Partners (Code of Conduct for

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Business Partners) or Declaration on Social Rights and Industrial Relationships at Volkswagen (published at www.vwgroupsupply.com), and they fail to correct the breach even in an additionally provided period.

- i) The supplier has been sentenced for an offence in accordance with Act no. 418/2011 Coll., on the criminal liability of legal entities and proceedings against them, as amended;
 - j) Any member of the supplier's statutory body or supplier - the natural person that is the entrepreneur has been sentenced for an offence, and the offence is related to the subject of their business activities.
2. Termination or withdrawal from the contract may be limited by ŠKO-ENERGO to only the part of the contract that has not yet been fulfilled.
 3. If the contract is concluded for an indefinite period and is not agreed otherwise, it may be terminated by notice from ŠKO-ENERGO without giving any reason; the notice period is 3 months from the day following its delivery.
 4. Termination of the contract must always be made in writing.
 5. In the event of termination of the contract for reasons attributable to ŠKO-ENERGO, ŠKO-ENERGO will reimburse the supplier for expenses demonstrably incurred in connection with the contract until its termination.

XVI. Exclusions, Applicable Law and Jurisdiction

1. The contract, as well as legal relations arising from violating it, shall be governed by Czech law, whereas the application of Section 1726, Section 1728, Section 1729, Section 1740(3), Section 1751(2), Section 1757(2) and (3), Section 1765, Section 1799, Section 1800 and Section 1950 of Act No. 89/2012 Coll., the Civil Code, shall be excluded.
2. Commercial custom does not prevail over a provision of law that does not have binding effect.
3. The application of international private law and the Convention on Contracts for the International Sale of Goods is excluded.
4. All disputes arising out of or in connection with the contract shall be resolved by the relevant Czech court having jurisdiction over the registered office of ŠKO-ENERGO. Regardless of this, however, in the case of a foreign supplier ŠKO-ENERGO has the right to submit an action to a foreign court that has jurisdiction over the foreign supplier's registered office, as it sees fit.

PART TWO – SPECIAL PROVISIONS FOR SERVICES AND SUPPLIES OF GOODS IN THE FIELD OF INFORMATION TECHNOLOGY

Part one - general provisions of the General Purchasing Conditions of ŠKO-ENERGO also apply to services and supplies of goods in the field of information technology.

Section One – General Part

I. Subject of Performance

1. The hardware must be delivered with CE certification and in accordance with the requirements of ŠKO-ENERGO specified in the request, technical specifications or other documentation. When fulfilling the contract concluded with ŠKO-ENERGO, the supplier is obliged to comply with the internal technical standards of Škoda Auto, which are published at <https://www.skoda-auto.com/company/cts/> relevant to the given business case, in particular ITS 1.05 Information systems and technologies.
2. If the subject of the delivery is the delivery of software source code, it is necessary to deliver this source code together with complete development documentation and development tools to enable updates, upgrades or the creation of a new version of the software. When delivering the source code, the supplier also grants ŠKO-ENERGO the right to change the source code and transfer the source code to third parties. The supplier is obliged:
 - a) to store the source code (including configuration files) in the central repository of ŠKO-ENERGO/Škoda Auto - according to the specification in the order,
 - b) to create a process for building the application, including all necessary components for building the application, and
 - c) to create an automated deployment process on the required platform, unless a written exception is granted by ŠKO-ENERGO.

If the source code is not the subject of the delivery, the supplier is obliged to ensure that ŠKO-ENERGO can properly use the relevant software to the agreed extent.

3. The Supplier is obliged, upon request of ŠKO-ENERGO, to provide a Software Bill of Materials (hereinafter "SBOM") for the software in the required international technical standard suitable for further machine processing. This obligation applies to both the supply of source code and third-party software with significant modifications (customization) for ŠKO-ENERGO (e.g. development of applications and functions within SaaS for the needs of ŠKO-ENERGO: authentication mechanism, UX/UI customization, connection to internal systems/infrastructure of ŠKO-ENERGO/Škoda Auto).

II. Quality and Control

1. Before the delivery is handed over to ŠKO-ENERGO for use, the supplier must, regardless of the method of delivery (data

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carrier or transmission), check and verify their properties and quality, in particular whether they contain malicious software (e.g. Trojan horse, viruses, spyware). The basic methods of software quality control and verification include supervision of compliance with a uniform code formatting (code style), static code control, license control, SBOM control, security control of component vulnerabilities and coverage of key parts of the software with automated tests. In the event of detection of malicious software or any other deficiencies, the supplier is obliged to immediately inform ŠKO-ENERGO and, after agreement, carry out corrections.

2. ŠKO-ENERGO has the right to conduct external security tests (in terms of quality, security, licenses, integrity and compliance) and, in the event of findings, to request the supplier to carry out such repairs free of charge that will ensure that the delivery is brought into compliance with generally accepted standards in the field of software development and ŠKO-ENERGO/Škoda methodology. Repairs will be requested from the supplier within the existing order in the form of a complaint, without any additional costs for ŠKO-ENERGO.
3. The required basic delivery parameters must comply with the ITS 1.05 standard - Škoda Information Systems and Technologies.
4. The Supplier is obliged to use the solution and/or infrastructure of ŠKO-ENERGO/Škoda Auto to the maximum extent possible. (e.g. common libraries, prepared services, identity providers or interfaces, servers and databases). In the event that the Supplier uses this solution and/or infrastructure and modifies it in any way (with the prior consent of ŠKO-ENERGO), it declares that ŠKO-ENERGO/Škoda Auto will continue to have the right to use this solution and/or infrastructure without restriction.
5. The delivery must include the necessary documentation for software maintenance (in particular, a developer's manual, architectural diagram and visualization of service methods by sequence diagram) and documentation of deviations from ŠKO-ENERGO's requirements.

III. Free and Open-Source Software

1. The Supplier may not use so-called "Free and Open-Source Software" (hereinafter "FOSS") in deliveries and services for ŠKO-ENERGO, i.e. software that can usually be downloaded free of charge from an open source, except for the express permission to use FOSS in the contract and subject to compliance with the conditions specified in the contract with ŠKO-ENERGO or in these General Purchasing Conditions.
2. The supplier is entitled to use FOSS:
 - a) if the FOSS is not listed in the list of prohibited FOSS (see Annex ITS 1.05) or has not been marked as prohibited by ŠKO-ENERGO/Škoda Auto
 - b) if he creates a document containing information about the FOSS used in development. The document must contain the name of the components, including the version, copyright information and license terms of the individual components. This document must be delivered in the required international technical standard suitable for further machine processing. At the same time, the supplier is obliged to indicate the sources of origin of the FOSS;
 - c) if he confirms the successful completion of a compatibility check for multiple different FOSS components/licenses, including meeting the conditions of the FOSS control and evaluation process set by ŠKO-ENERGO/Škoda Auto (in particular, preliminary approval of components, ongoing component control and final scan via SCA: Software Composition Analysis) according to ITS 1.05.
3. The supplier is obliged to oblige any subcontractors to comply with the terms of use of FOSS to the same extent as the supplier is obliged to ŠKO-ENERGO.
4. If the supplier violates any of the obligations set out in this Article III. or violates the provisions of the license conditions or the use of the FOSS used, the supplier shall be liable for damages caused to ŠKO-ENERGO. In the event of claims by third parties brought against ŠKO-ENERGO, the supplier shall be obliged to provide all possible cooperation in defending its rights. Violation of this Article III. constitutes a material breach of the contractual terms and conditions.
5. The FOSS terms of use apply analogously to so-called "Open Content", i.e. the contents of databases, written documents, media, photographs, which can be used without the need for payment, but subject to compliance with specific licensing conditions.

IV. Liability for Defects

1. In the event of a defect, ŠKO-ENERGO may require the supplier to remove the defect (repair) or to make a new delivery. In the event of a software defect, the supplier will remove the defect by delivering a flawless version. If waiting for the delivery of a flawless version is not acceptable for ŠKO-ENERGO, the supplier will provide an adequate replacement or alternative solution in the short term that minimizes the impact of the defect until a flawless replacement version is available.
2. The supplier is obliged to ensure that the delivery, especially when using FOSS, is not burdened by third party rights and related obligations. In particular, the supplier is obliged to ensure that there is no so-called "copyleft effect" and/or "viral effect" and that the authentication process at ŠKO-ENERGO/Škoda Auto is not negatively affected. The supplier must also prevent the transfer of information about the authentication process, cryptographic keys or other information about the software used to a third party.

V. Data Protection

1. The Supplier accepts that all data generated by ŠKO-ENERGO, the Supplier, the End Customer or any other third party in connection with the performance of the contract belongs to ŠKO-ENERGO, unless it belongs to the End Customer or any other third party by law. The Supplier may not exercise any ownership or other rights to such data and may not use it, in particular for "Big Data" purposes, such as data collection, database creation or data analysis. The Supplier's right to use the data as necessary for the performance of the contract remains unaffected.

VI. License Audit

1. If the supplier discovers that there is a possibility that the usage rights granted by the supplier to ŠKO-ENERGO for the software provided for a fixed period are being violated, it shall immediately inform ŠKO-ENERGO. ŠKO-ENERGO shall then conduct a license audit (check of compliance with the usage rights) regarding the relevant software and provide the supplier with written information on the result of the license audit. In the event of deficiencies being detected, the supplier shall propose a remedy and carry it out without compensation.

Section Two – Purchase and Lease of Standard Hardware and Standard Software, Rights of Use for Hardware and Software

The provisions of this section shall apply in the event of a permanent or time-limited transfer of standard hardware or standard software to ŠKO-ENERGO.

I. Scope and Subject of Contract

1. Hardware that has not been developed exclusively for use by ŠKO-ENERGO (hereinafter "Standard Hardware") will be provided to ŠKO-ENERGO for use within the contractually defined scope. Unless otherwise agreed, the Supplier is obliged to install, configure and hand over the Standard Hardware to ŠKO-ENERGO in the contractually agreed operational condition.
2. If ŠKO-ENERGO has agreed to use the Standard Hardware for a limited period of time, the supplier shall provide ŠKO-ENERGO with such support that ŠKO-ENERGO can use the Standard Hardware for the entire period within the contractually agreed scope. The provisions of the third section of this special part of the General Terms and Conditions of Purchase - "Provision of service support to users of hardware and software" shall apply to the provision of support described in this paragraph.
3. Software that was not developed exclusively for use by ŠKO-ENERGO (hereinafter "Standard Software") will be provided to ŠKO-ENERGO for use within the contractually defined scope. Unless otherwise agreed, the Supplier is obliged to install, configure and hand over the Standard Software to ŠKO-ENERGO in the contractually agreed operational state. The Supplier is also obliged to maintain the Standard Software in the contractually agreed operational state, including regular security updates.
4. If ŠKO-ENERGO has agreed to use the Standard Software for a limited period of time, the supplier shall provide ŠKO-ENERGO with such support that ŠKO-ENERGO can use the Standard Software for the entire period within the contractually agreed scope. The provisions of the third section of this special part of the General Terms and Conditions of Purchase - "Provision of service support to users of hardware and software" shall apply to the provision of support described in this paragraph. The supplier shall provide the Standard Software essentially executable in object code on common data carriers. In the event of loss, accidental deletion, etc., the supplier shall provide ŠKO-ENERGO with a replacement free of charge.
5. Standard hardware and Standard software must be delivered together with documentation containing instructions for installation (if installation is provided by ŠKO-ENERGO), use or maintenance, in Czech or at least English. Without the supplied documentation to the above extent, the delivery is not properly and flawlessly completed.
6. All activities of the supplier described in this section, as well as the exercise of related rights of use, are included in the agreed contractual remuneration.

II. Right of Use

1. If the contracting parties have agreed to purchase Standard Hardware or Standard Software, ŠKO-ENERGO shall have a non-exclusive, irrevocable, time-, spatially and content-unlimited right of use for the subject matter of the contract, including for types of use that are not known at the time of conclusion of the contract. In the event of exercising the rights to these types of use that are not known in advance, the contracting parties shall agree on an appropriate remuneration. The use includes in particular the reproduction of the provided software for contractual use, storage including the necessary installation in systems for electronic data processing, loading, execution and processing of data files. The right of use includes in particular the right to connect and ensure compatibility of the Standard Hardware or Standard Software

- with programs or applications developed by a third party for ŠKO-ENERGO.
- If the contracting parties have agreed to rent Standard Hardware or Standard Software, ŠKO-ENERGO shall have a non-exclusive, unless otherwise expressly agreed, spatially and content-unlimited right of use to the subject matter of the contract, which is limited to the term of the contract. ŠKO-ENERGO may make copies of the Standard Hardware or Standard Software for archiving and backup purposes.
 - The terms of use for Standard Hardware and Standard Software shall also apply to repairs, new versions, upgrades, updates, patches, as well as updated documentation.
 - All results of the performance of the contract, in particular data or documents in any form that arise in connection with the use of the Standard Software and Standard Hardware, are the property of ŠKO-ENERGO. ŠKO-ENERGO shall have all current or future rights of use and exploitation. The Supplier is not entitled to use these results of performance beyond what is necessary for the performance of the contract.
 - If special access tools, devices or special licenses are required for the use of Standard Hardware or Standard Software, the supplier will provide them to ŠKO-ENERGO in the required quantity and scope.
 - ŠKO-ENERGO is entitled to intervene in the Standard Hardware and Standard Software if this is necessary to eliminate a defect and the supplier has not eliminated this defect even within a reasonable additional period. For this purpose, ŠKO-ENERGO is entitled to decompile the Standard Hardware and Standard Software. If requested by ŠKO-ENERGO, the supplier is obliged to provide ŠKO-ENERGO with all data and information necessary to ensure the compatibility of the Standard Hardware and Standard Software with other hardware and software.
 - ŠKO-ENERGO may make and use copies of the Standard Software made available to it for backup and archiving purposes. If ŠKO-ENERGO has obtained the Standard Software by online download, it may store it on a data carrier and shall have the same rights as if the software had been acquired on a data carrier.
 - Third-party license terms and conditions that apply in connection with the delivery must be provided to ŠKO-ENERGO in full before concluding the contract with the offer for Standard Software, otherwise they are not binding for ŠKO-ENERGO and the supplier is liable for any possible harm or damage to third parties and ŠKO-ENERGO.

Section Three – Providing Service Support to Hardware and Software Users

The provisions of this section apply to the provision of service support to users of hardware or software.

I. Scope and Subject of Contract

- The Supplier undertakes to provide service support to users of hardware or software to the extent and under the conditions specified in the contract and these General Purchasing Conditions.
- If the supplier is to perform maintenance on an IT system that is already in use at ŠKO-ENERGO, he will record any deficiencies in the acceptance report, indicating which of the deficiencies will be eliminated and under what conditions, outside the scope of providing service support.
- As part of the provision of service support, the supplier is obliged to ensure the continued functionality of the hardware or software. This also includes the possible replacement of defective, dangerous or otherwise non-compliant (obsolete) components.
- When new components are delivered, these components become the property of ŠKO-ENERGO. The supplier disposes of the replaced hardware components and, after their transfer, irreversibly deletes the data on them.
- In the case of providing software service support (Standard Software within the meaning of the second section of this special part of the General Purchasing Conditions or Individual Software within the meaning of the fourth section of this special part of the General Purchasing Conditions), the supplier is obliged to keep the software documentation up to date. Under the terms of the relevant service support agreement, the supplier provides continuous software development (upgrades, new versions).
- The supplier is obliged to plan the implementation of service support in such a way as not to limit the use of the serviced IT systems. If it is necessary to perform service support during the normal operating hours of the serviced IT systems, the date of the service support must be agreed in advance with ŠKO-ENERGO.
- ŠKO-ENERGO shall obtain an exclusive, irrevocable, time-, place- and content-unlimited right to use the results of the performance of the contract by the supplier within the framework of the provision of service support, as well as the right to use copyrights and know-how created on the basis of or in connection with the performance of the contract.

Section Four – Custom Software Development

I. Scope and Subject of Contract

- The Supplier shall provide ŠKO-ENERGO with individual services in the field of concept creation, development and modification of software (hereinafter referred to as the "Individual Software"). For the purposes of this section, everything that was created for ŠKO-ENERGO in connection with the development and delivery of the Individual Software or that is necessary for the use of the Individual Software, including the relevant tools, is considered to be part of the delivery of the Individual Software. This includes in particular reports on the progress of tests and development, as well as all suggestions,

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ideas, proposals, designs, concepts, patterns, models, drawings, CAD data records, descriptions of performances.

2. The delivery of the Individual Software also includes the source code and complete documentation in Czech or at least English, which will enable the IT specialist to install, operate, maintain and further develop (including changing the source code) the Individual Software. Unless otherwise agreed, the supplier is obliged to continuously upload the source codes for the Individual Software to the repository designated by ŠKO-ENERGO, at the latest with each new version of the Individual Software (at the latest in weekly cycles), including all commits (i.e. factual descriptions of changes made in the new version of the Individual Software) that the supplier has made during the performance of the contract. Commits are considered an integral part of the source code.
3. If the supplier is also to provide support for the Individual Software, then the relevant conditions apply according to section three of this special part of the General Terms and Conditions of Purchase - "Provision of service support to users of hardware and software".

II. Supplier's Obligations

1. If the Individual Software is provided simultaneously with the Standard Software or if the use of existing protection rights is necessary for the creation or evaluation of the delivery, the supplier shall provide ŠKO-ENERGO with an irrevocable, non-exclusive, time- and location-unlimited, free of charge, transferable and licensable right of use for this Standard Software or existing protection rights to the extent necessary for the use of the Individual Software, unless otherwise agreed in the relevant contract. The supplier shall notify before the start of the delivery which of its protection rights may be important for the use of the delivery.
2. The Supplier is obliged to inform ŠKO-ENERGO about the progress of developing the Individual Software.
3. The Supplier is obliged to install, integrate and configure the Individual Software into ŠKO-ENERGO's systems. At the same time, the Supplier is obliged to train ŠKO-ENERGO's employees to the necessary extent for the use and further development of the Individual Software.

III. Intellectual property rights

1. ŠKO-ENERGO will obtain an exclusive, time-, place- and content-unlimited right to use all results of the performance of the contract by the supplier, as well as to use copyrights and know-how created on the basis of or in connection with the relevant commercial contract at the time of their creation.
2. This right of use includes all types of use of the Individual Software, in particular storage, loading, execution, data processing, processing by a third party, including a fixed connection to the supplier's services, the right to reproduction and distribution, the right to presentation and demonstration in public, the right to further market use and the right to make changes, modifications, translations, additions and further development, always without mentioning the author.
3. The Supplier is not authorized to use the Individual Software for itself or grant a license to a third party, however, ŠKO-ENERGO is authorized to transfer the exclusive license to use the Individual Software to third parties, to intervene in and change the Individual Software, to the fullest extent permitted by law and without any restrictions.
4. The use of licensed third-party software within the scope of the delivery of Individual Software is subject to written approval by ŠKO-ENERGO. In the event of ŠKO-ENERGO's disagreement with the use of third-party software, the supplier is obliged to find alternative third-party software or develop the given function on its own.
5. The Supplier is responsible to ŠKO-ENERGO for the legal integrity of the rights to the Individual Software, i.e. for the fact that the use of the work under the contract cannot lead to unauthorized interference with the rights of third parties or other violation of legal regulations, that any property claims of third parties have been settled and ŠKO-ENERGO cannot incur any monetary or other liabilities towards third parties in connection with the use of the Individual Software.
6. If new developments arise during the performance of the contract (especially inventions, proposals for technical improvements, know-how, but also other individual intellectual and creative achievements), the supplier is obliged to inform ŠKO-ENERGO of this and submit all documents necessary for assessing the new developments. Only ŠKO-ENERGO is entitled to submit applications for registration of industrial property rights. The supplier shall promptly and without restriction exercise the right to such new developments against its employees and shall support ŠKO-ENERGO in securing industrial property rights, in particular by providing the necessary statements. If ŠKO-ENERGO waives in writing the application for registration of industrial property rights against the supplier and grants the relevant permission to register, the supplier is entitled to register the corresponding industrial property rights at its own expense. ŠKO-ENERGO shall have a non-exclusive, free of charge, unlimited in time, space and content and transferable right of use for the industrial property rights granted to the supplier thereafter. Each employer shall pay remuneration for the invention only to its employees.
7. In the event of termination of the contract for any reason, the validity of the sublicenses or usage rights granted remains unaffected.

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EFFECTIVNES

These General Terms and Conditions of Purchase replace the previous General Terms and Conditions of Purchase English version 10/23 and will apply from 01.11.2025.