

GENERAL TERMS AND CONDITIONS

of RHK Energy Solutions s.r.o.,

valid and effective from 1.6.2023

I.

Introductory Provisions

- 1.1 RHK Energy Solutions s.r.o., ID No.: 09359281, having its registered office at Klánovická 499/13, Hloubětín, 198 00 Praha 9 and registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, File 334094 (“**RHK**”), is a company established and existing under the laws of the Czech Republic.
- 1.2 These General Terms and Conditions (“**GTCs**”) set out the rights and obligations of RHK and the other party acting in the capacity of an entrepreneur as defined in Section 420(1) of Act 89/2012 Coll., Civil Code (“**Civil Code**”) (that party being hereinafter referred to as the “**Contractual Partner**”) in the sale of motors, spare parts and other goods and products (“**Goods**”) by RHK and/or in the provision of servicing and other services (“**Services**”) by RHK in connection with or on the basis of a purchase contract (“**Purchase Contract**”) and/or a contract on the provision of servicing or other services (“**Service Contract**”). (the Purchase Contract and/or Service Contract are hereinafter referred to as “**Contract**”). RHK and the Contractual Partner are hereinafter referred to collectively as “**Parties**” and individually as “**Party**”.
- 1.3 These GTCs constitute an integral part of the Contract within the meaning of Section 1751 of the Civil Code. The mutual rights and obligations of RHK and the Contractual Partner shall be governed by the terms and conditions in force on the date of conclusion of the Contract. Any contrary provisions contained in the Contract shall take precedence over the GTCs. All of the Contractual Partner’s terms and conditions shall be excluded, even if the Contractual Partner refers to or encloses them to any document when negotiating the Contract. If any provision of these GTCs becomes or is determined to be invalid or ineffective, this shall not affect the validity or enforceability of the remaining provisions.
- 1.4 RHK may change the wording of the GTCs. Any changes to the GTCs shall be notified to the Contractual Partner. If the Contractual Partner does not comment on the proposed changes within a specific period of time, the Contractual Partner is deemed to have agreed to them. If the Contractual Partner disagrees with the proposed changes, either Party may withdraw from the GTCs and from the GTCs-based Contract that is unfulfilled or the performance of which has not yet begun. The notice period in such circumstances is 15 calendar days.

II.

Purchase Contract

- 2.1 By entering into a Purchase Contract, RHK undertakes to hand over the Goods being purchased to the Contractual Partner and to allow the Contractual Partner to acquire title to the same, and the Contractual Partner undertakes to take delivery of the Goods from RHK and pay the purchase price to RHK, all in accordance with the terms set out in these GTCs and the Purchase Contract.
- 2.2 Based on the Contractual Partner’s demand, RHK shall send a non-binding quotation for the Goods (“**Quotation**”).

- 2.3 The Contractual Partner shall place an order for the Goods with RHK based on the Quotation. For the purposes of these GTCs, an order for Goods is a legal act towards RHK, the aim of which is to receive the Goods ordered (“**Order**”). An Order may be delivered to RHK by mail or by email. By sending a binding Order, the Contractual Partner acknowledges to have read and agreed to these GTCs.
- 2.4 As a minimum, the Contractual Partner must specify the following in the Order:
- (i) The Contractual Partner’s identification details, i.e. the business name, ID number, registered office, email address and telephone number as a minimum;
 - (ii) The specifications of the Goods which shall be identical to those stated in the Quotation;
 - (iii) The required delivery date/time which shall not be shorter than that stated in the Quotation;
 - (iv) The purchase price of the Goods which shall not be lower than that stated in the Quotation;
 - (v) The deadline for paying the purchase price of the Goods which shall not be shorter than that stated in the Quotation;
 - (vi) The place of delivery which shall not differ from that stated in the Quotation.
- 2.5 The Purchase Contract between RHK and the Contractual Partner is concluded once RHK unconditionally confirms the Contractual Partner’s Order (“**Order Confirmation**”) by email sent to the Contractual Partner’s address stated in the Order or by mail sent to the address of the Contractual Partner’s registered office. If RHK confirms the Contractual Partner’s Order with reservations, the contractual relationship is not formed. If RHK adds any counterproposals or amendments to the Order, the contractual relationship and the Purchase Contract are formed only after the Contractual Partner has approved such proposals and amendments.

III.

Service Contract

- 3.1 By entering into a Service Contract, RHK undertakes to provide Services to the Contractual Partner and the Contractual Partner undertakes to pay for the Services and receive the deliverables, all in accordance with the terms set out in these GTCs and the Service Contract.
- 3.2 Services must be ordered from RHK by sending an email. In urgent situations, an Order may also be placed by phone.
- 3.3 The Service Contract between RHK and the Contractual Partner is concluded once RHK confirms the Order for Services by an email sent to the address stated in the Order or, in the case of telephone orders, by phone. If RHK adds any counterproposals or amendments to the Order, the contractual relationship and the Service Contract are formed only after the Contractual Partner has confirmed such proposals and amendments.
- 3.4 By sending/placing the Order/ confirming proposals or amendments, the Contractual Partner acknowledges to have read and agreed to these GTCs and the Contractual Partner accepts the current fees charged by RHK for the Services, the costs associated with the performance of the Services and the current prices of materials and products that may be used for performing the Services.

IV.

Price and Payment Terms

- 4.1. All prices of Goods/Services are subject to change. Unless otherwise stated in the Quotation by RHK/in the Contract, all prices of Goods/Services are quoted in CZK and exclusive of VAT. VAT at the statutory rate shall be added to the prices. The prices of Services (including travel and similar costs) are always charged at the rates in force on the date the relevant Service is provided. The price of Goods/Services does not include the cost of packaging, shipping or insurance.

- 4.2. In the event of significant price changes due to exchange rate fluctuations or significant changes in the delivery conditions of manufacturers and other suppliers of Goods, RHK may, unless otherwise agreed between RHK and the Contractual Partner, require the Contractual Partner to pay a new price of the Goods/Services. If the Contractual Partner does not accept the new price of the Goods/Services, both RHK and the Contractual Partner may withdraw from the Contract with effect ex nunc.
- 4.3. In addition to the provisions under the preceding paragraph, RHK may increase the price of the Goods and/or other deliverables under the Purchase Contract and/or Service Contract (collectively “**Deliverables**”) with effect from the first day of the calendar month following the month in which the Contract was concluded by the increase in the consumer price index announced by the Czech Statistical Office for the preceding calendar month (“**Inflation Rate**”). If RHK did not announce a full inflationary price increase in the preceding months, it has the right to do so cumulatively for the preceding months at any time.
- 4.4. RHK reserves the right to demand a partial advance payment of the price of the Deliverables from the Contractual Partner.
- 4.5. Unless otherwise agreed in the Contract, the Contractual Partner shall pay the price of the Deliverables on the basis of a tax document – invoice.
- 4.6. Unless otherwise agreed in the Contract, invoices (including advance invoices) are payable within 30 days from the date of issue, unless otherwise stated on the invoice.
- 4.7. If the Contractual Partner fails to pay an advance invoice or make payment for any previous Deliverables in a due and timely manner, the deadline for delivering the Goods and for providing the Services may, depending on RHK’s capabilities, be extended for a period longer than the Contractual Partner’s delay with payment, by up to a further 3 months from the date of the proper payment of the invoice or for the previous Deliverables. In the event of default, RHK may demand immediate payment of all outstanding amounts and/or demand an advance payment or provision of security.
- 4.8. In the case of a non-cash payment, the Contractual Partner’s obligation to pay is fulfilled once the payment has been credited to RHK’s bank account. Bank transfers to RHK’s bank account shall be made in Czech crowns. Subject to prior agreement by the Parties, these payments may alternatively be made in Euro or other currency provided that all documents show the prices of the Goods or Services in Euro or such other currency. The Parties agree that the “OUR” option shall apply to international payment transactions (i.e. the sender pays all fees to the bank(s)).
- 4.9. If the Contractual Partner fails to timely pay an invoice (or an advance invoice), RHK may impose a contractual penalty at the rate of 0.2 percent of the total outstanding amount (including VAT) per day of delay. This shall not affect RHK’s potential right to damages. If the Contractual Partner fails to timely pay the price of the Goods and/or Services, RHK may suspend its performance or withdraw from the Contract. If RHK withdraws from the Contract according to the preceding sentence, the Contractual Partner shall be obliged to return, at its own expense and risk, the delivered Goods/Deliverables to RHK. This shall not affect RHK’s right to damages.
- 4.10. The Contractual Partner is not entitled to offset any of its claims, whether arising under the Contract or on any other legal grounds, against any of RHK’s claims against the Contractual Partner for payment for the Deliverables. The Contractual Partner is not entitled to withhold any payment for the Deliverables (e.g. due to alleged defects).

V.

Retention of Title and Transfer of Risk of Damage

- 5.1 The Contractual Partner shall acquire title to the Deliverables only after full payment of the price of all/complete Deliverables under the Contract. Before title to the Deliverables passes to the Contractual Partner (i.e. until the price has been paid in full), the Contractual Partner is not entitled to transfer the Deliverables to anyone else, whether for a consideration or free of charge, or to pledge or otherwise encumber the Deliverables.

- 5.2 The Contractual Partner is obliged to properly store and insure the Deliverables until title to the Deliverables has passed to the Contractual Partner.
- 5.3 RHK shall become a co-owner of any item created by processing any Deliverables that are subject to retention of title.
- 5.4 The risk of damage to the Deliverables shall pass to the Contractual Partner on receipt of the Deliverables from RHK or, if the Contractual Partner fails to take delivery of the Deliverables in a proper and timely manner, at the moment when RHK allows the Contractual Partner to handle the Deliverables. The Contractual Partner is in breach of the Contract if failing to take delivery of the Deliverables. RHK and the Contractual Partner further agree that:
- (i) If RHK is obliged under the Purchase Contract/Service Contract to hand over the Deliverables to a carrier at a specific location in order for the Deliverables to be transported to the Contractual Partner, the risk of damage to the Deliverables shall pass to the Contractual Partner on handover of the Deliverables to the carrier at the agreed location;
 - (ii) If RHK is obliged under the Purchase Contract/Service Contract to send the Deliverables but not to hand over the Deliverables to a carrier at a specific location, the risk of damage to the Deliverables shall pass to the Contractual Partner on handover of the Deliverables to the first carrier in order for the Deliverables to be transported to the destination.
- 5.5 If the Deliverables sustain damage after the risk of damage has passed to the Contractual Partner, this shall not release the Contractual Partner from the obligation to pay the price of the Deliverables to RHK.

VI. Delivery

- 6.1 RHK shall be entitled at any time to provide the Deliverables to the Contractual Partner also as sub-deliveries.
- 6.2 Unless otherwise agreed in writing, delivery dates and other deadlines shall always be considered estimates only and shall never be construed as exact deadlines or a commitment to deliver a specific number of Deliverables in a specific period. The delivery period shall not begin until all information regarding all commercial and technical terms and conditions has been received. Any requests by the Contractual Partner for changes or additions shall extend the delivery period or another deadline by a reasonable period of time.
- 6.3 If the delivery period/deadline under the preceding paragraph (estimated delivery period/estimated deadline) is missed, the Contractual Partner shall be entitled to request RHK in writing to deliver/provide the Deliverables within a reasonable additional period of no less than 15 business days. RHK shall not be in default of delivery of the Deliverables until the end of the additional period specified in the preceding sentence.
- 6.4 The Contractual Partner undertakes to accept minor delays by RHK in meeting binding delivery and other deadlines and not to penalise RHK for them.
- 6.5 In the event of RHK's delay in delivering the Deliverables, the Contractual Partner may withdraw from the Contract with effect ex nunc after the end of the period for performance set out in the written request delivered to RHK. If RHK has already provided some of the Deliverables to the Contractual Partner, the Contractual Partner may withdraw from the Contract only to the extent of the Deliverables that have not yet been provided.
- 6.6 The place of delivery of the Goods shall be RHK's warehouse in Žebrák unless a different place of delivery of the Goods is agreed between RHK and the Contractual Partner. All costs of transport and insurance of the Goods or of any other performance from Žebrák to the destination of the Goods shall be borne by the Contractual Partner.
- 6.7 The Contractual Partner is obliged to take delivery of the Deliverables in person or to appoint someone who shall take delivery of the Deliverables on the Contractual Partner's behalf.

- 6.8 If EXW/FCA terms apply and in any other circumstances where transport is to be arranged by the Contractual Partner at its own cost, RHK must ensure that the Deliverables are ready for collection by the Contractual Partner or the carrier authorised by the Contractual Partner in the warehouse in Žebrák on the agreed delivery date. RHK shall not be liable for the delivery of the Deliverables to their destination by the carrier(s) authorised by the Contractual Partner.
- 6.9 If transport is to be arranged by RHK at its own cost, RHK must ensure that the Deliverables are ready for collection by the Contractual Partner at the place of delivery on the agreed delivery date. In this case, the Contractual Partner undertakes to unload the Deliverables at the place of delivery at its own risk.
- 6.10 The Contractual Partner is obliged to ensure well in advance that:
- a. The Deliverables can be delivered to the place of delivery without excessive or unusual difficulties,
 - b. RHK and persons authorised by RHK have proper access to the place of delivery;
 - c. The Contractual Partner is ready to provide all cooperation necessary for the delivery and handover of the Deliverables.
- 6.11 The Contractual Partner is obliged to take delivery of the Deliverables, including those showing visible signs of defects or outstanding works that do not, whether on their own or in conjunction with any other defects or outstanding works, prevent the proper use of the Deliverables, and to sign the delivery note/delivery document/service report. If the Contractual Partner does not take delivery of the Deliverables or refuses to sign the delivery note or any other delivery document or service report, the Deliverables shall be deemed to have been handed over by RHK and received by the Contractual Partner in a proper and timely manner and free of defects and outstanding works on the day upon which RHK allowed the Contractual Partner to handle the Deliverables.
- 6.12 Any packaging for the Deliverables that need not be returned to RHK under the Contract or the GTCs and is not taken back by RHK shall become the Contractual Partner's property and the Contractual Partner shall be obliged to handle any such packaging in accordance with Act 477/2001 Coll.
- 6.13 The Contractual Partner shall bear the costs of storage of the Deliverables and the related costs that arise for reasons attributable to the Contractual Partner (e.g. failure to take delivery of the Deliverables).
- 6.14 The Deliverables shall only be insured at the Contractual Partner's request and cost and to the extent required by the Contractual Partner.
- 6.15 If the Deliverables ordered are not available from RHK's supplier or subcontractor, RHK reserves the right to withdraw from the Purchase Contract/Service Contract with the Contractual Partner without any sanctions. RHK undertakes to immediately notify the Contractual Partner of any such situation and refund to the Contractual Partner any advance payments for the Deliverables.
- 6.16 RHK may suspend the delivery of the Deliverables if RHK has reasonable grounds to doubt the Contractual Partner's ability or willingness to meet all of its payment obligations to RHK in full and in a timely manner.

VII.

Liability for Defects

- 7.1 The Contractual Partner's right due to defective performance is based on a defect that the Deliverables have on the passing of the risk of damage to the Contractual Partner.
- 7.2 The Contractual Partner undertakes to inspect the Deliverables at the first opportunity after the passing of the risk of damage to the Deliverables and satisfy itself as to their properties and quantity. The Contractual Partner undertakes to notify RHK of any defects found in the Deliverables within 3 days of the passing of the risk of damage to the Deliverables. A hidden defect in the Deliverables must be reported to RHK without undue delay after the Contractual

- Partner has discovered it or could have discovered it through the exercise of due care, but no later than 12 months of the passing of the risk of damage to the Goods and 6 months of the passing of the risk of damage to the performance under the Service Contract. The Contractual Partner is obliged to report any defects found in the Deliverables to RHK in writing and provide a description of the defect and, in particular, the serial number of the Deliverables, if assigned.
- 7.3 Minor technical changes and deviations that do not substantially affect the normal use of the Deliverables shall not be considered a defect.
- 7.4 RHK shall not be liable for defects caused by incorrect or incomplete specifications of the Deliverables by the Contractual Partner, nor for similar defects caused by the delivery of unsuitable Deliverables. Nor shall RHK be liable for any damage resulting from such a fact.
- 7.5 RHK shall not be liable for any defects arising from or caused by normal wear and tear, improper or unprofessional handling, omissions by the Contractual Partner, use of the Deliverables for any purposes other than those they are intended for, or by chemical, electrochemical or electrical effects on the Deliverables.
- 7.6 Furthermore, RHK shall not be liable for any defects caused by or resulting from unprofessional assembly, installation or other unprofessional commissioning, servicing, repairs of the Deliverables, unless such assembly, installation, commissioning, servicing, repairs have been carried out directly by RHK or by any other person authorised by RHK for this purpose. This shall also apply if the Deliverables have been assembled, installed, commissioned or handled by the Contractual Partner or a third person selected by the Contractual Partner and the defect has been caused by failing to comply with RHK's instructions or with the instructions contained in the manual for the assembly, installation, commissioning, handling, operation of the Deliverables or by breaching the technical standard applicable to the use or installation or by breaching any other generally binding rules and legal regulations.
- 7.7 Where a defect is detectable prior to installation or processing, no liability claim may be made after the item has been installed or processed.
- 7.8 Defect claims shall be assessed by RHK within 30 days of delivery of the Contractual Partner's full written notification of the defect.
- 7.9 If a defect claim is deemed unjustified, the Contractual Partner undertakes to compensate RHK for all costs associated with the assessment of the defect and other related costs such as travel, transport costs, etc.
- 7.10 If RHK determines that a defect claim is justified, RHK shall, at its own discretion, make a repair or replacement (i.e. deliver a new faultless item or missing item) within the time period to be communicated to the Contractual Partner. RHK shall also be entitled to make a replacement if it fails to repair the defect. Claims for the reduction of the price of the Deliverables or withdrawal are excluded.
- 7.11 Repaired or replaced parts of the Deliverables are subject to liability for defects that can be notified within the time limits specified in Paragraph 7.2 above.
- 7.12 Title to the replaced parts of the Deliverables shall pass to RHK.
- 7.13 The Parties expressly agree that RHK shall not be liable for any indirect and consequential damage or loss of profits sustained by the Contractual Partner or any third parties. Indirect and consequential damage includes, but is not limited to, energy losses, costs associated with the inability to use the item, capital costs, damage caused by late delivery of the Goods/performance under the Contract, failure to achieve full conformity of the Goods with the Contract, failure to achieve the guaranteed parameters of the Goods. The Contractual Partner is obliged to inform RHK of the occurrence of liability for damage within 7 working days of becoming aware thereof. RHK shall not be liable for the damage if the Contractual Partner deviates from RHK's instructions, if a third person suffers damage as a result of using information or Goods delivered/performance provided by RHK to the Contractual Partner, or if the Contractual Partner does not allow RHK to attempt to avoid the damage or reduce the extent thereof. RHK's total aggregate liability for all damages including contractual penalties and any other claims of the

Contractual Partner arising in connection with a breach of one or more of RHK's obligations shall under no circumstances exceed the maximum amount equal to 20 percent of the total price of the Goods/performance under the Contract exclusive of VAT or a maximum of CZK 500,000, whichever is lower. None of the above limitations of total damages shall apply to damage caused intentionally.

- 7.14 Unless otherwise agreed in writing, the Contractual Partner is not entitled to make a liability claim regarding defects in the Deliverables after more than 12 months of the passing of the risk of damage to the Deliverables. The Parties expressly agree that after that period ends the Contractual Partner shall not make any liability claims against RHK regarding defects in the Deliverables.

VIII.

Final Provisions

- 8.1 The Contractual Partner is not entitled to assign its rights and/or obligations under the Contract to any third person or to assign or pledge its claim against RHK to any third person without RHK's prior written consent.
- 8.2 The Contractual Partner undertakes not to disclose the existence of the Contract to any third persons without RHK's prior express written consent. The Contractual Partner undertakes that without RHK's prior express written consent it shall not provide any third persons with any information or documents disclosed and/or provided to the Contractual Partner by RHK and relating to the Contract. The Contractual Partner shall be liable for all and any damage caused to RHK as a result of a breach of this obligation.
- 8.3 The legal relationship between RHK and the Contractual Partner is governed by the laws of the Czech Republic. Any legal relationships between RHK and the Contractual Partner not expressly provided for herein shall be governed by the relevant provisions of the Civil Code and related legal regulations. The Parties expressly exclude the application of Sections 557 and 558(2) of the Civil Code to the part stipulating that business practices take precedence over the provisions of law that are not of a compulsory nature. The Parties also expressly exclude the application of Section 1740(3), Section 1750, Sections 1798 through 1800, Section 1950, Section 1978(2) and Section 2108 of the Civil Code. The Contractual Partner assumes the risk of a change of circumstances within the meaning of Section 1765(2) of the Civil Code. The Contractual Partner is not entitled to damages and RHK is not obliged to pay damages for harm sustained by the Contractual Partner as a result of RHK having rightfully offset its claim against the Contractual Partner's claim, i.e. the Parties exclude the application of Section 1990 of the Civil Code. The Contractual Partner is familiar with the wording of these GTCs, and therefore the Parties agree to exclude the application of Section 1753 of the Civil Code.
- 8.4 If the relationship between RHK and the Contractual Partner contains an international element, the Parties agree that the relationship shall be governed by the laws of the Czech Republic to the exclusion of conflict of laws rules of international private law. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.
- 8.5 RHK and the Contractual Partner shall attempt to amicably resolve any dispute over these GTCs or the Contract. If the Parties fail to reach an amicable resolution, their dispute shall be referred to a first-instance Czech court having subject-matter and local jurisdiction in the place of RHK unless the law provides for exclusive local jurisdiction.
- 8.6 RHK shall not be liable for breaching its obligations under the Contract if such a breach is caused by circumstances excluding liability - a force majeure event. Force majeure shall mean such events (obstacles) that occurred after the obligation came into existence, independently of RHK's will, are of an extraordinary nature and objectively prevent the performance of the obligations under this Contract. The Parties agree that such events include, but are not limited to, the following events: a state of war, mobilisation, embargo, war, riots, fire, flood, epidemic,

quarantine measures, earthquake, landslides, terrorist attack, and economic, legal or other restrictions caused by the Covid-19 pandemic or other similar disease. In such circumstances, the deadline for fulfilling the relevant obligation shall be extended by the duration of the force majeure event. The same also applies if RHK's suppliers or subcontractors experience any such circumstances. If a force majeure event extends over a period longer than 3 months, RHK may withdraw from the Contract.

- 8.7 The Contractual Partner undertakes to notify RHK of any changes concerning its business licence, tax obligations (in particular a change in its VAT number), its current bank account and the occurrence of insolvency within 14 days of such a change on the part of the Contractual Partner. If the Contractual Partner becomes insolvent, all of RHK's claims shall fall due and payable on the day upon which RHK learns of the insolvency. If the Contractual Partner fails to fulfil the obligations set out in this paragraph of the GTCs, it is obliged to pay RHK a contractual penalty of CZK 10,000. This does not affect RHK's right to damages.