

General Terms and Conditions for the Performance of Work/Provision of Services for MERO ČR, a.s.

1 Conclusion of a Contract

- 1.1 These General Terms and Conditions (hereinafter referred to as the “**GTC**”) of MERO ČR, a.s. (hereinafter referred to as the “**Client**”) govern the contractual relationship between the Client and other contracting parties (hereinafter referred to as the “**Contractor**”). A contractual relationship is only concluded based on a submitted written order. These GTC are an integral part of the order/contract (hereinafter referred to as the “**Contract**”) concluded by and between the Contractor and the Client. Any deviating provisions in the Contract shall take precedence over the provisions of these GTC.
- 1.2 The provisions of these GTC relating to the performance of work shall also apply *mutatis mutandis* to services or other performance to which the provisions of Article 2586 et seq. of the Civil Code cannot be applied.

2 Subject of Work and Place of Performance

- 2.1 The Contractor shall undertake to perform at its own expense and risk, in accordance with the tender documentation and/or the tender of the Contractor for the public contract (hereinafter referred to as the “**Contractor's Tender**”) and under the conditions set out in the Contract, these GTC and the documents to which they refer, the work specified in the Contract (hereinafter referred to as the “**Work**”). The Client shall undertake to accept the duly performed Work and, subject to compliance with the terms and conditions of the Contract, pay the Contractor the agreed price for the Work.
- 2.2 Unless otherwise agreed upon in the Contract, the Work shall include, in addition to the supplies and works specified in the Contract, the following:
 - a) Drafting of workshop drawings that are necessary for the performance of the Work and are not an attachment to the Contract, including obtaining the approval of the Client,
 - b) Production of all equipment specified in the Contract,
 - c) Supply of all parts, materials, and equipment necessary for the performance of the Work,
 - d) Construction and installation of all equipment, including the necessary work and services,
 - e) Transportation to the place of performance of the Work,
 - f) Obtaining and submitting attestations and certificates for all materials and equipment,
 - g) Performance of individual tests and testing of the functioning of the Work, including the preparation of test reports,
 - h) Preparation of documentation of the actual condition of the Work,
 - i) Handing over all operating and maintenance instructions, certificates, and attestations relating to the Work or part(s) thereof,
 - j) Preparation of all drawings that are not supplied by the Client,
 - k) Obtaining permits, in particular:
 - Authorization to enter land that the Client shall not obtain pursuant to the Contract,
 - Delimitation of the exact location of underground utility lines and equipment that are or may be affected by the Work in relation to the performance of the Work.
- 2.3 The Contractor shall undertake to hand over the Work at the place of performance of the Work.
- 2.4 The Contractor shall undertake to provide all supplies and work necessary for the complete and comprehensive conclusion of the entire Work. The costs of all supplies, services, and work necessary for the complete and comprehensive conclusion of the entire Work shall be included in the price of the Work.
- 2.5 The owner of the performed Work/items affected by the performance of the Work shall be the Client. The Client shall acquire ownership of all materials, equipment, installations, and supplies provided by the Contractor pursuant to the Contract, which shall become part of the Work. Ownership of all such materials, equipment, installations, and supplies shall pass to the Client:
 - a) On the date on which payment is made for such materials, equipment, installations, or supplies, or
 - b) On the date on which such materials, equipment, installations, or supplies shall be delivered to the place of performance of the Work, whichever is earlier.
- 2.6 The Contractor shall bear the risk of damage to the Work until the handover and acceptance of the Work without defects and incomplete work, i.e., until the defects of the Work specified in the handover and acceptance protocol have been eliminated.

3 Obligations of the Contractor

- 3.1 The Contractor shall be obliged, at its own expense, to comply with or ensure compliance with, in particular:
 - a) Generally binding legal regulations,
 - b) Valid Czech technical standards and/or EN standards and recognized technical rules,
 - c) Internal regulations of the Client:
 - **SB-GR-50 General Safety Regulation of MERO ČR, a.s.**, which is published on the website of the Client at <http://www.mero.cz/soubory-ke-stazeni/>,
 - **Rules for drawing documentation**, which are published on the website of the Client at <http://www.mero.cz/soubory-ke-stazeni/>, any other internal regulations of the Client, which it has been familiarized with,
 - d) Regulations for operated equipment that is affected by the performance of the Work, from the Client and/or the owner and operator of the equipment. Unless agreed upon otherwise, these regulations shall be provided by the Client to the Contractor upon conclusion of the Contract,
 - e) Conditions set out in the work permit issued by the Client in accordance with the internal directive of the Client **SB-GR-02 Work Permit**, which is published on the website of the Client at <http://www.mero.cz/soubory-ke-stazeni/>,
 - f) Statements and decisions of state administration bodies, local governments, or other relevant bodies,
 - g) Relevant technological procedures and instructions of the manufacturers of supplies for the Work,
 - h) Instructions of the Client regarding the method of performance of the Work.
- 3.2 The Contractor shall submit originals of the following documents to the Client with its request to the Client to accept the Work at the latest:
 - a) Drawing of the actual state of the Work 1x in printed form, i.e., all supplies and work performed by the Contractor pursuant to the Contract,
 - b) Certificates, test reports, declarations of conformity, material certificates, inspection reports, acceptance protocols and other documents pursuant to the Contract,
 - c) Drawings and other documents pursuant to the Contract shall be provided 1x in printed form and 1x in digital form. Drawings must be provided on CD-ROM in AutoCAD format (dwg, dgn.), texts in MS Word, and tables in MS Excel,
 - d) Other documents related to the Work.
- 3.3 The Contractor shall not be authorized to entrust the performance of the Work or part(s) thereof to a third party without the prior written consent of the Client. In the event that the Contractor uses third parties in the performance of the Contract, it shall be liable as if it were performing the Work itself.
- 3.4 The Contractor shall undertake to examine with due professional care all orders, instructions, items, and documents, including those that form an attachment to the Contract and that it receives from the Client for the performance of the Work, and without undue delay after it has identified or should have identified any defects, incorrectness, or unsuitability when exercising due and professional care, notify the Client in writing of their defects, incorrectness, or unsuitability. In this written notification, the Contractor shall state with detailed justification what defects it has identified, in particular with regard to their technical feasibility, cost-effectiveness, and efficacy of the future operation of the Work, compliance with legal regulations, or with the agreed requirements for quality and performance of the Work, and what solutions have proven to be unsuitable during the performance of other constructions, and shall also propose a method and procedure for eliminating or overcoming the deficiencies identified. The Contractor shall also be obliged to propose an evaluation of the changes associated with this and a proposal for an extension of the performance period.

4 Deadline for Performance

- 4.1 The Contractor shall be obliged to complete and hand over the Work within the deadline specified in the Contract.

5 Price and Payment Terms

- 5.1 The price of the Work is agreed upon by the Contracting Parties in the Contract (hereinafter referred to as the “**Price of Work**”). Unless agreed upon otherwise, the Price of Work (including unit prices) shall be the maximum permissible. The price of unperformed work and supplies shall be deducted from the Price of Work.
- 5.2 The Price of Work shall include all costs necessary for the due and timely performance and completion of the Work and the profit of the Contractor.
- 5.3 The Contractor shall be entitled to invoice the Price of Work after the handover and acceptance of the Work without defects and incomplete work, i.e., after the elimination of any defects stated in the handover and acceptance protocol.
- 5.4 The maturity of invoices (tax documents) shall be 30 calendar days from delivery to the Client, and the invoice must be accompanied by a protocol on the handover and acceptance of the Work or a protocol confirming the elimination of all defects with which the Work was accepted.
- 5.5 The invoice (tax document) shall be sent by the Contractor electronically to the email address fakturace@mero.cz, no later than the fifth (5th) calendar day of the month following the month in which the performance was provided. The Contractor shall be entitled to send only one invoice for a given calendar month, regardless of the number of orders in a given month. The invoice (tax document) must meet the requirements arising from generally binding legal regulations, in particular the requirements pursuant to Act No. 235/2004 Coll., on Value Added Tax, as amended, and the requirements pursuant to these GTC and the Contract. The Client shall be entitled to return a tax document to the Contractor that does not meet the requirements of the GTC, the Contract, or the requirements set out in Act No. 235/2004 Coll., on Value Added Tax. A new due date shall begin upon delivery of the corrected or new tax document to the Client.

- 5.6 Payments shall be made in a cashless form to the bank account of the Contractor specified in the Contract. This bank account of the Contractor must be a bank account maintained with a domestic payment service provider and published in a manner enabling remote access pursuant to Article 96(2) of Act No. 235/2004 Coll., on Value Added Tax, as amended.
- 5.7 In the event that, pursuant to Article 109 of Act No. 235/2004 Coll., on Value Added Tax, as amended, the Client, as the recipient of the performance, shall be liable for unpaid tax on this performance, the Client shall be entitled to pay the value added tax on behalf of the Contractor directly to the tax administrator of the Contractor for the purpose of a special method of securing tax pursuant to Article 109a of Act No. 235/2004 Coll., on Value Added Tax. The Client shall inform the Contractor in writing of the payment. The tax paid in this way shall reduce the receivable of the Contractor from the Client by the relevant amount of tax, and the Contractor shall not be entitled to request payment of this amount from the Client.

6 Contractual Penalty and Interest on Late Payment

- 6.1 In the event of a delay by the Contractor in completing and handing over the Work, the Client shall be entitled to charge the Contractor a contractual penalty of 0.2% of the price of the Work for each day of delay.
- 6.2 In the event of a delay by the Contractor in eliminating the defect in the Work specified in the protocol on the handover and acceptance of the Work/claimed defect in the Work, the Client shall be entitled to charge the Contractor a contractual penalty of 1000 CZK for each defect and each commenced day of delay.
- 6.3 In the event of a delay by the Client in paying a monetary obligation arising from the Contract, it shall be obliged to pay the Contractor interest on the delay in the amount of 0.03% of the amount owed for each commenced day of delay.
- 6.4 The Contractor shall undertake to pay a contractual penalty for violation of regulations on occupational health and safety (including the internal regulations of the Client), to the amount of 5000 CZK for each individual case of violation.
- 6.5 The provision on a contractual penalty shall not affect the right to compensation for damages incurred. The contractual penalty and interest on late payment shall be payable within 15 days of delivery of the invoice.

7 Completion, Handover and Acceptance of the Work

- 7.1 For the purposes of the Contract, the Work shall be deemed to have been completed and handed over on the date of signing the protocol from the acceptance procedure, which shall contain a declaration from the Client that it has accepted the Work, to the representatives of both Contracting Parties authorized to hand over and accept the Work (hereinafter and above referred to as the **"Handover and Acceptance Protocol"**). In the event that the Work shall be accepted by the Client with defects, the handover and acceptance protocol shall include a list of these defects and the deadline(s) for their elimination. In the event that the work shall be accepted by the Client with defects or incomplete work, for the purposes of the Contract, the work shall be deemed to have been duly completed on the date of signing the protocol on the elimination of the identified defects and incomplete work by the representatives of both Contracting Parties authorized to hand over and accept the Work (hereinafter and above referred to as the **"Protocol on the Elimination of Defects and Incomplete Work"**).
- 7.2 Signing of the Handover and Acceptance Protocol and/or the Protocol on the Elimination of Defects and Incomplete Work shall not affect the liability of the Contractor for defects in the Work.

8 Warranty Period

- 8.1 Unless agreed upon otherwise, the warranty period for the Work shall be 24 months from the handover and acceptance of the Work without defects and incomplete work.

9 Complaints and Elimination of Defects

- 9.1 The Client shall be entitled to exercise its rights from defective performance and to inform the Contractor of the right from defective performance it has chosen at any time during the warranty period. The Client shall retain all rights from defective performance regardless of when the defect arose, when and how it manifested itself, when the Client identified it, reported it, or whether it could have known about it earlier, or when it notified the Contractor of its rights from defective performance. The Client shall be obliged to submit a complaint about the defects in writing to the Contractor. The written complaint must describe the defects or state how they manifest themselves. Furthermore, the Client shall state in the complaint how it requires the claimed defects to be eliminated.
- 9.2 In the event of a repeated occurrence of the same defect, which is eliminated using the same technology or material, the Client shall be entitled to request a change in the technology or material used to eliminate the defect.
- 9.3 The Contractor shall be obliged to notify the Client in writing, no later than 5 days after receiving the complaint, whether it acknowledges the complaint or not, whether it will eliminate the defect, and when it will begin to eliminate the defect. In the event that it fails to do so, it shall be deemed to have acknowledged the Client's complaint. The Contractor shall be obliged to eliminate the claimed defect within the period agreed upon by the Contracting Parties, and in the event that that this period is not agreed upon, within a period corresponding to the nature and extent of the claimed defect.
- 9.4 In the event that the Contractor does not begin to eliminate the defect in the Work within the warranty period without undue delay, but no later than 7 days from the date of receipt of a request from the Client to eliminate the defect in the Work (regardless of whether the request is accepted or not) or in the event that the defect is not eliminated within the period specified in paragraph 9.3 of the GTC, the Client shall be entitled, at its discretion, to eliminate the defect in the Work itself at the expense of the Contractor, or to have it eliminated by another third party at the expense of the Contractor. When eliminating the defect in the Work itself, the Contractor shall be obliged to proceed as quickly and efficiently as possible and with the maximum possible effort that may be required, otherwise it shall be liable to the Client for the damage it causes. In the event that the defect in the Work is eliminated by the Client or a third party proposed by the Client, this fact shall not affect the warrantee provided by the Contractor under the Contract.
- 9.5 The warrantee for the quality of the Work shall apply to part(s) of the Work already performed and accepted by the Client, in the event of termination of the Contract on any grounds.
- 9.6 The provisions of this article shall remain in force even in the event of termination of the Contract.

10 Rights and Obligations of the Contracting Parties Arising from a Force Majeure

- 10.1 The Contracting Parties shall be exempt from liability for partial or complete failure to fulfill their contractual obligations due to circumstances/events of a force majeure.

11 Withdrawal from the Contract

- 11.1 The Contracting Parties shall be entitled to withdraw from the Contract pursuant to the relevant provisions of the Civil Code.
- 11.2 The Client shall be entitled to withdraw from the Contract in particular in the following cases:
- a) A delay of the Contractor in completing and handing over the Work by more than 15 days,
 - b) A delay of the Contractor in meeting the deadline for partial performance (if agreed upon) by more than 10 days,
 - c) In the event that a proposal to initiate insolvency proceedings is filed against the Contractor pursuant to Act No. 182/2006 Coll., on Bankruptcy and Methods of its Resolution (the Insolvency Act), as amended, regardless of whether a bankruptcy decision is made or not,
 - d) The Contractor entrusts the performance of the work of part(s) thereof to a third party without the prior written consent of the Client,
 - e) The Contractor does not perform the Work properly and does not eliminate alleged defects within the period provided by the Client.
- The Client shall also be entitled to withdraw from the Contract in the event that the Contractor is subject to international sanctions under a legal regulation effective after the conclusion of the Contract.
- 11.3 By withdrawing from the Contract for the Work, any and all rights and obligations of the Contracting Parties thereunder for the Work shall cease, unless otherwise provided in these GTC, as of the effective date of withdrawal (*ex nunc*), and by withdrawing, the Contracting Parties shall not be obliged to return any performance provided to each other prior to the withdrawal.

12 Further Provisions

- 12.1 The rights and obligations of both Contracting Parties not expressly regulated in the Contract shall be governed by the relevant provisions of the Civil Code and other generally binding legal regulations of the Czech legal system. This provision shall continue to apply even after the termination or expiry of the Contract.
- 12.2 These GTC and the Contract, together with all documents to which it refers, express the full agreement between the Contracting Parties with respect to its subject matter, and supersede and cancel all prior proposals, agreements, commitments, declarations, warranties, assurances, and arrangements of any nature, written or oral, relating to such subject matter. The Contract may be amended solely by agreement of the Contracting Parties, in the form of written and sequentially numbered addenda signed by the Contracting Parties on the same document.
- 12.3 The Contractor hereby declares that it is authorized and fully competent to conclude the Contract and has received all the necessary consents from its bodies and third parties that it requires to conclude and duly perform the Contract. The Contractor also hereby declares that there it has no obligation to another person or claim of the state, tax office or other state or local government body that would prevent it from concluding and performing the Contract.
- 12.4 The Contractor shall not be entitled to assign its rights or transfer its obligations arising from the Contract with the Client without the prior written consent of the Client.
- 12.5 In the event that entities of the Contracting Parties to the Contract cease to exist, all rights and obligations arising from the Contract shall be transferred to their legal successors.

- 12.6 The Client hereby informs the Contractor that, pursuant to Act No. 340/2015 Coll., on Special Conditions for the Effectiveness of Certain Contracts, Publication of such Contracts and on the Register of Contracts (the Act on the Register of Contracts), as amended, it is a person obliged to publish the Contract in the register of contracts, or that, pursuant to Act No. 134/2016 Coll., on the Award of Public Contracts, as amended, as a public contracting authority, it is obliged to publish the concluded Contract, including its amendments and supplements, the price actually paid for the performance of the public contract, and a list of subcontractors of the Contractor of the public contract.
- 12.7 The Contractor shall not be entitled to assign its rights and obligations arising from the Contract to third parties without the prior written consent of the Client.
- 12.8 The Client hereby informs the Contractor that it is subject to the regime of Act No. 264/2025 Coll., on Cybersecurity and implementing regulations. In this context, the Contractor hereby acknowledges that the Client is obliged to comply with the obligations arising from the aforementioned legal regulations.
- 12.9 The Contractor shall be obliged to inform the Client about security incidents or other extraordinary events that have occurred in its information systems and are directly related to the subject matter of the Contract, and which may ultimately lead to a breach of the security of the information of the Client and/or to a threat to its protection.
- 12.10 The Contractor shall assume the risk of a change in circumstances pursuant to the provisions of Article 1765(2) of the Civil Code and Article 2620(2) of the Civil Code.
- 12.11 The Contractor shall undertake to protect and not to disclose, publish, or make available, without the prior written consent of the Client, information (regardless of the form in which the information is provided) that it has obtained from the Client in relation to the Contract and which the Client has expressly designated as confidential information. The Contractor shall be entitled to use confidential information that it has obtained from the Client solely for the purposes of performing the Contract.
- 12.12 The Contractor shall undertake to comply with the rules for suppliers contained in the Code of Ethics of the Client. By signing the Contract, the Contractor confirms that it has duly familiarized itself with the Code of Ethics of the Client, in particular with the provisions relating to suppliers and the options for suppliers to report any unethical or illegal conduct by representatives of the Client. The Code of Ethics is available on the website <http://www.mero.cz/o-spolecnosti/eticky-kodex/>.
- 12.13 The Contractor shall undertake to comply with the Rules of Conduct of MERO ČR for Suppliers (hereinafter referred to as the **"Rules"**). By signing the Contract, the Contractor confirms that it has duly familiarized itself with the Rules. The Rules are available on the website <https://mero.cz/wp-content/uploads/2025/09/pravidla-chovani-spolecnosti-mero-cr-pro-dodavatele-web.pdf>.
- 12.14 These GTC shall become effective on 1 November 2026.