

**FRAMEWORK SERVICES AGREEMENT**  
**for the Execution of Individual Agreements for Repairs, Testing, Verification and Take-Back of**  
**Electronic Gas Volume Converters**

("Agreement" or "Framework Agreement")

Contract Registration No.: .....

PC Registration No.: .....

This Agreement is entered into on the day, month and year specified below, in compliance with Section 1746(2) et seq. of Act No. 89/2012 Coll., Civil Code, by and between

**PARTIES:**

**1. Client:**

**RWE GasNet, s.r.o.**

With its registered office: Ústí nad Labem, Klíšská 940, post code 401 17  
Represented by: Ing. Miloslav Zaur, Chairman of the Executive Directors  
Thomas Merker, Executive Director  
ID No.: 272 95 567  
VAT No.: CZ27295567  
Bank account: Československá obchodní banka, a. s.  
Account number: 17663193/0300  
Registered in the Companies Register administered by the Regional Court in Ústí nad Labem, Section C,  
Dossier No. 23083  
("RWE GasNet")

and

**RWE Distribuční služby, s.r.o.**

With its registered office: Brno, Plynárenská 499/1, post code 65702  
Represented by: RNDr. Jan Valenta, Chairman of the Executive Directors  
ID No.: 27935311  
VAT No.: CZ27935311  
Registered in the Companies Register administered by the Regional Court in Brno, Section C, Dossier  
No. 57165  
("RWE DISL")

Both Clients (RWE GasNet and RWE DISL) are for the purposes of this Agreement represented by  
RWE GasNet, s.r.o. (both Clients are hereinafter jointly referred to as "Client").

**2. Contractor:**

With its registered office:  
Represented by:  
ID No.:  
VAT No.:  
Registered in the Companies Register administered by ..... Court in ....., Section  
....., Dossier No. ....  
("Contractor")

PREAMBLE  
(A)

The Contractor is a company whose line of business includes, inter alia, the manufacturing, assembly and repairs of measuring instruments, which the Contractor evidences by a copy of entry in the Companies Register.

(B)

The Client is a company wishing to contract the services listed under recital (A)

### **1. Subject Matter of the Framework Agreement**

1. The subject matter of this Agreement is the determination of the legal framework regulating the rights and obligations of the Contractor and the Client with respect to repairs, battery replacement, follow-up examination (testing), verification and take-back of electronic gas volume converters, on a single occasion or repeatedly, to the extent specified in Article 2 of this Framework Agreement ("Services"). The Services shall be provided by the Contractor to the Client.
2. This Agreement authorizes the Client to order the Services in terms of paragraph 1 of this Article with the Contractor.
3. This Agreement cannot be construed as giving rise to any commitments of the Client to order the Services unless the Contractor receives the respective Order (following the procedure specified in Article 5 hereof). Any commitments to take over and pay for the Services will exist only to the extent agreed in the individual Orders executed by the Contractor and the Client in terms of this Agreement.

### **2. Specification of the Service**

1. Verification of Electronic Volume Converters – the Contractor undertakes to carry out a follow-up verification of the Electronic Volume Converters and return them to the Client no later than 15 calendar days after takeover. Each Electronic Volume Converter whose verification was ordered must be verified according to the valid Metrological Regulations and the Type Examination Certificate applicable to the given type of the Electronic Volume Converter; the following requirements must also be satisfied:
  - a) the Electronic Volume Converter will be marked with an official marking in terms of the seal scheme in the EC-type examination certificate.
  - b) the firmware will be upgraded to the current version with each verification of the Electronic Volume Converter. If the Electronic Volume Converter allows remote firmware upgrade, it shall be upgraded at the contracting entity's request. All firmware upgrades will be provided at no additional cost (free of charge).
2. Examination as supplied – the Contractor undertakes to test the Electronic Volume Converter as supplied no later than 7 calendar days after it is taken over from the Client. A Record Certifying the Verification Results will be issued for each Electronic Volume Converter which was tested as supplied in – an authorized metrological centre (AMC); the Record will be sent to the Client's address no later than 7 calendar days after the tests.
3. Repairs of Electronic Volume Converters: If any Electronic Volume Converter needs any repairs, the Contractor undertakes to submit to the Client an offer of the price for the repair, in compliance with the price list enclosed as Annex 3 to this Agreement, no later than 7 calendar days after the Electronic Volume Converter is taken over from the Client. The Client always reserves the right to decide whether the Client gives to the Contractor the Client's

written consent with the repair subject to the offered terms. If the repair is refused by the Client, the Contractor will be requested to take back the respective Electronic Volume Converter. If the repair of the Electronic Volume Converter is approved, the Contractor undertakes to complete the repair of the Electronic Volume Converter no later than 21 calendar days after the repair is approved; the total time period for returning the repaired Electronic Volume Converter to the Client must not exceed 30 calendar days of takeover.

4. Take-back of Electronic Volume Converters: The Contractor is obliged to take back any Electronic Volume Converter from the Client which the Client designates as eligible for take-back – i.e. after expiration of the service life of the Electronic Volume Converter (estimated period of 15 years) or after it is designated as unrepairable; the Contractor is obliged to take back the respective Electronic Volume Converter no later than 1 month after receipt of the Client's request. The take-back will be evidenced by a Delivery note confirmed by the Contractor which must contain:
  - a) precise identification of the Client and the Contractor,
  - b) date of supply and takeover of the Electronic Volume Converters,
  - c) specification of the supplied and taken over Electronic Volume Converters (Goods),
  - d) list of serial numbers,
  - e) names of the persons who secure the supply and takeover of the Goods,
5. If the supplied Services fail to meet the above stipulated and any additional statutory conditions, the supplied Service is defective, which constitutes a fundamental breach of contract. In such case, the Contractor is obliged to provide substitute defect-free performance to the extent stipulated by the respective order. This shall not prejudice any other rights of the Client under Section 2106 et seq. of the Civil Code.
6. The overview of services is enclosed in Annex 1 – Repairs and Verifications Price List.
7. The list of binding technical standards, the observance of which is binding on the Contractor, is enclosed in Annex 2 – Technical Specifications for Services

### **3. Price**

1. The Services shall be provided by the Contractor to the Client in compliance with the Price List which forms an integral part of this Agreement (Annex 3). Other services (unlisted in the price list) will be priced in the Contractor's individual offer.

The prices shall always be billed by the Contractor together with the value added tax in the amount stipulated by the applicable law, as of the day of taxable supply.

2. The prices under paragraph 1 of this Article are the maximum permissible prices, they are binding on the Contractor throughout the term of this Agreement and comprise:
  - a) the price for the Services
  - b) transport of the Electronic Volume Converters/batteries and other material (if any) for which the Services were ordered, from the Collection Point and back to the designated place in the Czech Republic after the Services are completed; or direct transport to the designated place in the Czech Republic, as applicable
  - c) costs of the customs duty and fees;
  - d) software upgrades

#### 4. Individual Orders

1. The individual supplies specified in Article 2 hereof shall be provided by the Contractor on the basis of individual Orders ("Order") issued by the Client and delivered to the Contractor, after they are accepted by the Contractor. The Order issued by the Client will contain primarily:
  - a) precise identification of the Client and the Contractor (especially their company name, registered office, ID No., VAT No., information about their registration in the Companies Register),
  - b) precise specification of the required Service and quantity,
  - c) date and place of performance (supply of the Service),
2. The Contractor and the Client understand and agree that the rights and obligations arising from any Order placed in compliance with the above shall be governed by the applicable provisions of this Agreement. Any rights and obligations which are not regulated under this Agreement and in the Order shall be governed by the provisions regulating service agreements in terms of the Civil Code.
3. Client's Orders must always be executed in writing and delivered to the Contractor personally, by registered mail or by electronic mail to the e-mail address: ..... The Contractor undertakes to accept any order automatically generated from the SAP system (Auto PO) – ("Auto PO") to the above e-mail address which will not contain the Client's signature. Orders delivered as described above will be subsequently accepted (confirmed) by the Contractor.
4. If the Contractor receives an Order which does not contain the agreed particulars or which contains incorrect data, the Contractor has the right to return the Order to the Client by the deadline stipulated in paragraph 7 of this Article so that the Order can be corrected or supplemented. Return of the Order interrupts the running of any and all time periods under this Agreement. The time period for performance of the agreement runs anew as soon as the corrected or supplemented Order is delivered by the Client.
5. The Contractor accepts the Order by confirming the Client's Order using the following text: "We accept the Order No. ... without reservations") and delivering a single copy of the confirmed Order to the Client within no more than 4 business days after the Order was provenly received by the Contractor (if the Order is delivered by e-mail, then within no more than 2 business days after the Order was provenly delivered). The Order is deemed accepted if it is confirmed by the Contractor, by e-mail or otherwise.
6. If the Contractor does not accept the Order, the Contractor informs the Client thereof without delay in writing (within no more than two business days) and specifies the reasons for the Contractor's inability to accept the Order; the Contractor may also propose changes to the Order, if applicable. The Contractor may only refuse acceptance for serious reasons. The Client shall decide whether the Client still demands performance after the Order is refused. If so, the Client shall send a corrected Order to the Contractor. Acceptance of the corrected Order shall follow the same procedure as outlined in paragraph 5 of this Article. If the Contractor fails to respond to any particular Order in compliance with paragraph 5 of this Article, the Contractor is deemed not to have accepted the respective Order with any and all consequences arising from this Agreement, and the respective Order is deemed cancelled to the full extent.
7. The Services will be supplied by the Contractor on the basis of the confirmed Order, as specified above, and delivered to and taken over by the Client on the basis of a delivery note / record etc.

8. Identifications of the Service in the Order and in the confirmation of acceptance of the Order, delivered to the Client in compliance with the Agreement, are deemed to constitute binding arrangements which give rise to the obligation of the Contractor to supply the Service and the obligation of the Client, who had ordered the Service, to purchase the Service.
9. The Contractor is especially, without limitation, obliged to inform the Client without delay of any change in the Contractor's E-mail address or any technical problems (if any) which prevent/could prevent the receipt of Orders from the Client by electronic mail.

#### **5. Invoicing and Payment Regime**

1. The Contractor is obliged to issue tax invoices (invoices) within 15 days of the recorded delivery and takeover of the Service, based on the data specified in the Order.
2. The Contractor's invoice shall contain the particulars of a tax and accounting invoice and the designation "Measuring and Technical Services Division".
3. The Contractor's tax invoice shall, inter alia, stipulate the agreed unit price underlying the calculation of the price, and the quantity of labour or material, as applicable, according to the Client's confirmed order.
4. The tax invoice can be sent to an address specified in the Order or by electronic means, e-mail, to the address – [el.faktury@rwe.cz](mailto:el.faktury@rwe.cz).
5. The tax invoice must contain the particulars prescribed for a tax invoice by the generally binding laws and regulations, primarily Section 29 of Act No. 235/2004 Coll., on Value Added Tax, as amended ("VAT Act"), registration number of this Agreement and the number of the procurement document under which this Agreement is registered with the Client.
6. The tax invoice must contain the Contractor's bank account published by the tax office in the register of VAT payers in a manner allowing remote access.
7. The tax invoice must be executed in a legible form, in the A4 format only, on standard office 80 gsm paper, single sided printing, and the text in the tax invoice must be printed in black. If the tax invoice lacks the above specified particulars, the Client is not obliged to pay the tax invoice and is entitled to return the tax invoice to the Contractor for the purpose of correcting the tax invoice or supplementing the missing particulars.
8. All tax invoices issued by the Contractor will be due in **60 days** after receipt of the tax invoice by the Client. The Client meets the obligation to pay the tax invoice as soon as the respective amount is debited from the Client's account for the benefit of the Contractor's account.
9. The Client has the right to return the tax invoice unpaid before the due date if the tax invoice lacks any of the stipulated particulars or exhibits any other flaws in the contents. The returned tax invoice must identify the reason for which it was returned. The Contractor is obliged to correct the tax invoice or issue a new one, depending on the error. A justified return of a tax invoice interrupts the running of the period for payment (due date). A new period for payment (due date) starts to run from the day of receipt of a corrected or new tax invoice.
10. If any of the criteria under Section 106a of the VAT Act (unreliable payer) are fulfilled with respect to the Contractor as of the day of taxable supply or if the bank account specified in the tax invoice is not an account published in compliance with the law in terms of Section 109(2)(c) of the VAT Act (undisclosed account), the Client is entitled to proceed according to Section 109a of the VAT Act, i.e. using the special method of securing tax. In such case, the Client is entitled to pay a part of the financial liability which corresponds to the calculated value added tax directly to the bank account of the competent tax office instead of the Contractor's bank account, whereby the Client's financial liability to the Contractor will be deemed fully settled. Delays (if any) in the due date in connection with the above described procedure will not be subject to any sanctions.

11. If the taxable supply is subject to the reverse charge procedure under Section 92e of the VAT Act, the provider of the performance is obliged to proceed in compliance with the applicable provisions of the VAT Act. The provider of the performance is obliged to issue a tax invoice exclusive of the tax and make the following note in the tax invoice: tax will be paid by the customer.

**Alternatively for a Contractor registered for VAT in another EU Member State (not registered in the Czech Republic)**

**5. Invoicing and Payment Regime**

**5.1 Payment Terms**

The agreed purchase price is exclusive of the value added tax and any other similar taxes.

**5.2 Invoicing**

5.2.1 The Client shall make any and all payments of the contract price based on the invoice delivered by the Contractor to the Client in compliance with this Agreement.

5.2.2 The Contractor is obliged to issue the respective invoice to the Client within 15 days of signing the Delivery Record or any other document which replaces the former according to the Parties' agreement. The Contractor is obliged to deliver the original of the invoice to the Client's registered office within 15 days of issue. Invoices may be sent to the address specified in the Order or electronically, by e-mail, to [el.faktury@rwe.cz](mailto:el.faktury@rwe.cz).

5.2.3 The invoice must contain the following particulars: (a) number of the Client's Order; (b) reference number of the Client's Services Agreement; (c) subject matter of the Services Agreement; (d) unit price; (e) aggregate total price; and (f) bank account to which the Objednatel should make the payment.

5.2.4 If the invoice lacks the stipulated or agreed particulars and/or if the Contractor failed to supply the Goods/services properly, the Client is entitled to return the invoice to the Contractor within the 60-day period for payment so that the invoice can be corrected or supplemented. The Client shall in such case inform the Contractor of the reason for returning the invoice.

5.2.5 The Contractor is obliged to enclose with the invoice a copy of the Delivery Record or any other document which replaces the former according to the Parties' agreement. If no Delivery Record is issued, the Client is not obliged to pay the invoice until the Contractor has fulfilled the said duty.

5.2.6 The invoice must be executed on a standard A4 office paper, 80 gsm, single sided printing, the text in the invoice must be printed in black, and the invoice must be delivered in a single original.

5.2.7 Apart from the data specified above, any invoice which concerns supplies within the European Union (supplies of services between payers established in any Member State of the European Union but not in the same country) must also contain the following particulars for the purposes of the value added tax: (a) the full company name, address and VAT No. of the Contractor and of the Client, (b) the date of issue, (c) a sequential number, based on one or more series which uniquely identifies the invoice, (d) the quantity and nature of the services supplied,

(e) the taxable supply, unit price and any discounts or rebates unless they are included in the unit price, (f) reference to the applicable provision of Directive 2006/112/EC on the value added tax, to the corresponding provisions of national laws and regulations, or any reference indicating that the respective supply is subject to exemption or to the reverse charge procedure.

If the Client is obliged to include the tax in its tax return, the invoice must also contain the following text: **“tax will be paid by the customer”**.

5.2.8 The Client has the right to return the tax invoice unpaid before the due date if the tax invoice lacks any of the stipulated particulars or exhibits any other flaws in the contents. The returned tax invoice must identify the reason for which it was returned. The Contractor is obliged to correct the tax invoice or issue a new one, depending on the error. A justified return of a tax invoice suspends the running of the period for payment (due date). A new period for payment (due date) starts to run from the day of receipt of the corrected or new tax invoice.

5.2.9 Invoices issued by a Contractor registered for VAT in another EU Member State must contain a reference to the applicable provision of the EU legislation stipulating that the supply is tax exempt if the supply is exempt from tax (Section 29(2)(a) of the VAT Act).

5.2.10. All invoices issued by the Contractor shall be issued in such manner and with such contents that the Client may claim the input VAT refund with respect to the invoice.

### 5.3. Payment

5.3.1 The contract price or any other payment due under this Services Agreement is due and payable no later than 60 days after the date of receipt of an invoice which was duly issued in compliance with Article 5.2. The running of the period for payment shall be suspended on the day the Client returns the invoice to the Contractor in compliance with Article 5.2.8, and a new **60-day** period for payment starts to run on the day a new invoice is delivered to the Client by the Contractor.

5.3.2 The contract price is deemed paid and the Client's obligation to pay the contract price is deemed fully satisfied on the day the funds intended to settle the contract price are debited from the Client's account for the benefit of the Contractor's account.

5.3.3 Payment of the contract price by the Client to the Contractor in compliance with this Agreement does not constitute waiver of any rights accrued in consequence of the Contractor's delay, or any confirmation that the respective Goods/services were ordered and are free of any defects.

5.3.4 The Contractor shall make sure that the Client's title to the Goods/services is free from any encumbrances and that it remains free of any easements, rights of lien or any other encumbrances, and that no person other than the Client has any right to claim title to the Goods/services. If, notwithstanding the above said, any such Goods/services are subject to any easement, right of lien or any other encumbrance, the Client has the right to settle the encumbrance and claim any and all associated costs and expenses from the Contractor as a directly payable and outstanding debt.

5.3.5 A 100 % of the value of the Material Supply Agreement is due and payable after the material/service and the respective documents are supplied, based on a signed delivery and takeover record.

Successful supply of material and



- 1 commercial invoice
- 2x consignment note
- 4x documents, certificates or other documents, if requested, and unless stipulated otherwise elsewhere, within the framework of the Specifications or the Annexes thereto.

5.3.6 If the Contractor is established in the EU, Client insist on payment to the bank account identified in the Framework Agreement. The Agreement can be modified only by an amendment to the Agreement signed by both Parties.

## 6. Delivery Terms

1. The Contractor undertakes to supply the Services (Electronic Volume Converters):
  - a. Verification and replacement of battery shall be supplied within four weeks after the Order is sent – standard or (AutoPO).
  - b. Repair of the Electronic Volume Converter – according to an individual order accepted by the Contractor which will be issued on the basis of an approved offer that must be sent by the Contractor to the Client within 5 days of the Client’s request for offer.
2. For the purposes of this Agreement, the place of performance of the Contractor’s obligation shall be:
  - a) Collection of the Electronic Volume Converters for the purpose of their follow-up verification – the Electronic Volume Converters will be collected and transported to the collection point in the Czech Republic which was agreed by the Parties as follows:  
 ..... (address)
  - b) Distribution of verified Electronic Volume Converters – the place of performance will always be located in the Czech Republic and will be determined in the respective order; it could be one of the following places:

Company / warehouse name	Address
RWE Distribuční služby s.r.o., OTS [Technical Services Department] West Bohemia	U Vlečky 10, Ústí nad Labem
RWE Distribuční služby s.r.o., OTS [Technical Services Department] East Bohemia	Pardubice, Dělnická 392
RWE Distribuční služby s.r.o., OTS [Technical Services Department] East Bohemia	Mladá Boleslav, Štefánikova 1251
RWE Distribuční služby s.r.o., OTS [Technical Services Department] North Moravia	Palkovická 1432, Frýdek - Místek
RWE Distribuční služby s.r.o., OTS [Technical Services Department] North Moravia	Wittgensteinova 6, Olomouc

RWE Distribuční služby s.r.o., OTS [Technical Services Department] South Moravia	Plynárenská 499/1, Brno
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- c) Take-back of discarded Electronic Volume Converters – see subparagraph (a)
3. The Services will be supplied with a delivery note which will be delivered by the Contractor to the Client and which will contain the below information on the delivery and takeover of duly supplied Electronic Volume Converters; the delivery note will be signed by the individuals acting on behalf of the Parties and will contain especially the following particulars:
- a) precise identification of the Client and the Contractor (especially their company name),
  - b) date of supply and takeover of the Services (Electronic Volume Converters),
  - c) specification of the Services (labour + material) performed on the supplied and taken over Electronic Volume Converters,
  - d) names of the persons who secure the delivery and takeover of the Service,
  - e) list of all documents which were supplied by the Contractor with respect to the Service(s) and taken over by authorized personnel for the Client,
  - f) type of the Electronic Volume Converters with their serial numbers and a list of the material which is the standard of the supply
4. The Services will always be delivered to the place of delivery at the Contractor's costs.
5. The Contractor shall meet the obligation to supply the Services in terms of the Order by delivering the Service to the Client at the place designated in the Order together with a proper delivery note and any and all documents relating to the particular supplied Service. If any of the requested documents is missing, the Client shall inform the Contractor thereof without delay and the Contractor is obliged to supply the missing document to the Client within 3 business days.

#### **7. Contractual Sanctions**

- 1. If the Client defaults on payment of the price for the supplied Services, the Contractor may charge a default interest to the Client in the amount stipulated by generally binding laws or regulations. Justly claimed default interest is due and payable within 15 days after the Contractor delivers to the Client a request to pay the default interest, following the procedure applicable to the payment of tax invoices.
- 2. If the Contractor defaults on the supply of a Service within the term of delivery (within the period determined in the Accepted Order), the Contractor is obliged to pay to the Client a contractual penalty of 1.0 % of the purchase price for the Services which have not been supplied; the contractual penalty is payable for each day of delay or part thereof. The contractual penalty is due and payable within 15 days after the Contractor receives a request to pay the contractual penalty.
- 3. If the Contractor defaults on the elimination of obvious defects of the Services or on the settlement of any complaints within the warranty period, the Contractor is obliged to pay to the Client a contractual penalty of 5,000 CZK for each day of delay or part thereof and for each event of default.
- 4. The Parties have agreed on a contractual penalty of 100,000 CZK (in words: a hundred thousand Czech crowns) for each individual proven breach of the obligation of confidentiality under Article 13 hereof, payable on each occasion and repeatedly; the defaulting Party will be obliged to pay

the contractual penalty for each proven event of default on the obligation of confidentiality. The contractual penalty is due and payable within 15 days after it is claimed in writing, following the procedure applicable to the payment of tax invoices.

5. Payment of the contractual penalty shall not prejudice any potential right to a compensation for damage or losses; damage/losses also include financial losses.

#### **8. Liability for Defects of the Supplied Services and Warranty of Quality**

1. The Contractor is liable to the Client for defects of the supplied Electronic Volume Converters which were the subject of the ordered Services according to the applicable provisions of the Civil Code.
2. The Contractor provides to the Client a 24 month warranty of quality for the supplied Services.
3. The warranty period starts to run on the day the Client takes over the supplied Services.
4. The warranty primarily applies to any and all defects in manufacturing, construction and material, as well as any other defects which occur in the warranty period.
5. The Contractor warrants throughout the warranty period that the Services will have the qualities specified in the Specifications (technical and metrological qualities), in the Purchase Agreement for the Purchase of Electronic Volume Converters No. xxxxx, or otherwise usual qualities, and that the Services will be functional.
6. The Client shall report to the Contractor in writing any discovered defects without undue delay after the Client discovers the defect. The announcement of the defect is also made in writing if it is sent by electronic mail (Article 15(1)). The Client shall meet its obligation to report the defect of the Services on the day the announcement of the discovered defect is sent to the Contractor. In this connection, the Client shall inform the Contractor what the defect of the Service consists in, in the Client's opinion.
7. The Contractor is obliged to make a statement regarding the discovered defect of the Service (the complaint) no later than 10 business days after receipt of the Client's notice of the defective Service.
8. If the complaint is justified, the Contractor is obliged to eliminate the defect of the Service within 14 calendar days after receipt of the written complaint by supplying a defect-free Electronic Volume Converter or remedying any legal defects of the Service, unless the Contractor and the Client agree otherwise in writing.
9. The warranty does not extend to any defects caused by unqualified handling by the Client or any person who handled the Electronic Volume Converters with the Client's consent, or any interference by the Client or other persons with the Client's consent, but contrary to the manual for handling and maintenance of the Electronic Volume Converter which was the subject of the ordered Services.
10. The running of the warranty period shall be interrupted until the proceedings are terminated in which the legitimacy of the claim from the complaint is examined, i.e. the period from the moment of reporting the defect of Service to the Contractor to the moment of eliminating or remedying the defect or delivering the Contractor's written notice to the Client in which the Contractor informs the Client that the complaint is not accepted. If the Client disagrees with the Contractor's negative statement concerning the complaint and the claim from the defective Service is submitted to court, the running of the warranty period is interrupted until the court's ruling on the Client's legitimate claim.

11. The Contractor undertakes to eliminate or remedy any defects of the Service covered by the warranty at own costs, including shipping costs.

The Contractor's refusal to acknowledge any defect of the Service shall not extinguish the Client's right to make claims from the defective Service in court.

#### **9. Miscellaneous**

1. The Contractor undertakes to arrange, at no additional cost (free of charge), the take-back of the packaging of the Services from the Client and its disposal in compliance with Section 13(1)(c) of Act No. 477/2001 Coll., on Packaging, as amended. The Contractor is liable to the Client for any damage or losses sustained by the Client as a result of any breach of this obligation.
2. The Contractor undertakes to take back all Electronic Volume Converters which had been supplied by the Contractor and discarded, corresponding to the number of new Electronic Volume Converters supplied to the Client.
3. The Contractor undertakes to provide the performance in terms of this Agreement to the Client exclusively on the basis of this Agreement or the individual Order, as applicable.
4. The Contractor will warrant to the Client that the supplies provided under this Agreement and the Order are not encumbered with copyright or any other third-party rights. If any such third-party rights are breached, the Contractor will immediately make sure that the Client's supplies are released from any protection.
5. The Contractor will hold the Client harmless for any and all costs which the Client incurs on the basis of or in connection with any copyright claimed by the author in connection with this Agreement.

#### **10. Rescission of an individual Order**

1. The Contractor has the right to rescind an individual Order if the Client defaults on any payment which the Client is obliged to pay to the Contractor in terms of this Agreement and the Order, and the default exceeds 30 days despite the Contractor's written warning of the default to the Client and a reasonable grace period.
2. The rescission must be executed in writing and served on the other Party; the rescission takes effect on the day the written notice is served on the other Party.
3. Any and all consequences of the rescission of any individual Order are governed by the applicable provisions of the Civil Code.

#### **11. Duration and Expiration/Termination of the Agreement**

1. This Agreement is entered into for a definite period of time, namely the service life of the last Electronic Volume Converter supplied under the Purchase Agreement No. ....
2. The Client expects that the service life of each Electronic Volume Converter will be 15 years.
3. The Client has the right to rescind the AGREEMENT or any part thereof if:
  - a) despite the Client's written warning, the Contractor engages in any activities in terms of this Agreement which grossly violate the Agreement or the Order;
  - b) the Contractor's property is subject to insolvency, bankruptcy or any other similar proceedings;
  - c) the Contractor's company is subject to a winding-up order by liquidation without any legal successor;
  - d) the Contractor's business license is revoked which permitted the Contractor to engage in the activities regulated under this Agreement;

- e) the Contractor has defaulted on the supply of any Service and the delay has exceeded 6 weeks;
- f) the Contractor has defaulted on the performance of the obligation in terms of Article 9(11) hereof and the delay has exceeded 10 days.

Subparagraphs (a) to (f) of this Article shall in no way prejudice the Client's right to rescind the AGREEMENT for reasons stipulated by the Civil Code.

- 4. The rescission must be executed in writing and served on the other Party; the rescission takes effect on the day the written notice is served on the other Party.
- 5. The Client has the right to terminate this Agreement by a written notice, with or without giving any reasons. The notice period lasts 3 months and commences on the first day of the calendar month following the delivery of the notice to the other Party.

#### **12. Confidentiality**

- 1. The Parties undertake to maintain confidentiality with respect to the subject matter and the negotiations preceding the execution of this Agreement. The Parties also undertake to maintain confidentiality with respect to any information, documents and materials ("Confidential Information") supplied or received in any form, or disclosed and made available by the other Party. For the purposes of this Agreement, Confidential Information shall also include (a) information of commercial, technical and financial nature which concerns the Client's customers, and (b) information concerning the operation and development of and access to the Client's distribution system.
- 2. The Parties undertake that the Parties shall not disclose or otherwise make available to third parties any Confidential Information provided to the Parties, or use such Confidential Information contrary to the purpose thereof for their own needs. The obligation to maintain confidentiality with respect to Confidential Information lasts throughout the existence of the contractual relationship between the Parties and survives the termination thereof until the Confidential Information enters the public domain other than by the obligor breaching its obligations under this Agreement. The Parties' claims for compensation for damage or losses caused by a breach of any obligation under this Article are governed by the applicable provisions of the Civil Code.
- 3. The Contractor undertakes to execute a confidentiality agreement with all of the Contractor's employees and officers (members of the Contractor's statutory body and Supervisory Board and general proxies) who received the following Confidential Information for the purpose of providing performance under this Agreement:
  - a) Confidential Information of commercial, technical and financial nature which concerns the Client's customers and
  - b) Confidential Information regarding the operation and development of and access to the Client's distribution system; the confidentiality agreement shall prescribe a duty of confidentiality covering the Confidential Information vis-à-vis third parties. The duty of confidentiality covering the Confidential Information under the confidentiality agreement shall last throughout and survive the termination of the given relationship between the employees, officers (members of the statutory body, of the Supervisory Board, general proxies) and the Contractor.

4. The above provisions and the obligations arising therefrom shall not extend to any Confidential Information:
- a) the provision or disclosure of which was approved in writing by the other Party prior to such provision or disclosure,
  - b) which the obligee has explicitly designated as public,
  - c) which has entered the public domain other than by the obligor breaching its obligations under this Agreement,
  - d) which the obligor is obliged to disclose under any applicable law or regulation, or a decision of a court, an administrative or similar authority.

### 13. Governing law

Legal issues arising from this Agreement and the individual Order which are not explicitly regulated in this Agreement and the individual agreements shall be governed by Czech laws and regulation; specifically: (i) this Agreement shall be governed by the provisions of the General Part of the Civil Code, and (ii) the individual Order shall be governed by the provisions regulating purchase contracts. The rights and obligations regulated under this Agreement and the individual purchase agreement shall also be construed in compliance with the provisions of the Civil Code. The Parties have also agreed that any dispute arising from this Agreement or any individual purchase agreement, as the case may be, shall be resolved by the parties involved in the dispute by agreement of their statutory bodies which will be reduced to a record; if no agreement is reached within 30 days after one of the Parties asked the other Party for resolution of the dispute, any Party may submit the dispute to a court which has territorial jurisdiction over the dispute, unless the Parties agree that the dispute will be resolved by an arbitral tribunal.

### 14. Severability Clause

If any provision of this Agreement or any individual Order, or any part thereof, is or becomes legally invalid, ineffective or incomprehensible, the invalidity, ineffectiveness or incomprehensibility shall not prejudice the validity and effectiveness of the remaining provisions of this Agreement or the individual Order. The Parties undertake to replace the provision with a different provision which best corresponds to the legal and economic purpose of the original provision without undue delay, but no later than 30 days after the Parties discover the need to do so.

### 15. Contact Persons, Service of Documents

1. The Contractor's contact person is:

- in technical matters: .....
- in contractual matters: .....

2. The Client's contact person is:

- in technical matters:

Volný, tel.: 724 051 815, e-mail: [michal.volny@rwe.cz](mailto:michal.volny@rwe.cz),

Češla, tel.: 606 767 682, e-mail: [antonin.cesla@rwe.cz](mailto:antonin.cesla@rwe.cz),

Nedělka, tel.: 724 012 535, e-mail: [pavel.nedelka@rwe.cz](mailto:pavel.nedelka@rwe.cz),

Mareš, tel.: 739 536 907, e-mail: [milan.mares@rwe.cz](mailto:milan.mares@rwe.cz),

Jambor, tel.: 602 771 367, e-mail: [miroslav.jambor@rwe.cz](mailto:miroslav.jambor@rwe.cz)

in contractual matters: Ondřej Parkan, tel. +420 731 196 405, e-mail: [ondrej.parkan@rwe.cz](mailto:ondrej.parkan@rwe.cz).

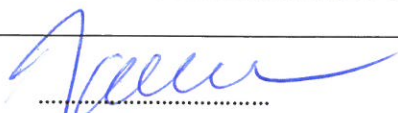
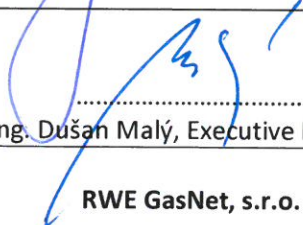

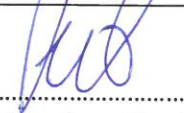
3. Any and all written documents under this Agreement and the individual Order shall be delivered to the address of the Client's registered office or any other addresses provided by the Client in writing in the individual Order.
4. The Contractor is bound by a reporting obligation to the Client for the purpose of proper performance under this Agreement. The Client may ask the Contractor at any time to provide information about the current status of the performance provided under any individual Order and the Contractor is obliged to provide the information to the Client without undue delay.

#### **16. Closing Provisions**

1. This Agreement has xx..... pages of text, 2 ..... Annexes which form an integral part hereof, and can be supplemented, amended or adjusted, including this provision, only in writing, by an amendment to the Agreement signed by the Contractor and the Client. Any other form of modifying the Agreement is without effect.
2. This Agreement is executed in two counterparts both of which shall be deemed an original. The Contractor and the Client shall each receive one counterpart.
3. The Parties declare they have duly perused the Agreement before execution, agree with the contents of the Agreement which they have fully understood, and enter into the Agreement based on their true and free will. In witness thereof the individuals authorised to act on behalf of the Parties attach their own signatures.
4. This Agreement takes effect as soon as the Agreement, signed by both Parties, is delivered to both Parties.
5. The Contractor undertakes to act in compliance with the principles and rules stipulated in the Code of Conduct RWE, as amended, available at: [www.rwe.cz/cs/4415-3831/](http://www.rwe.cz/cs/4415-3831/) ([www.rwe.com/lieferanten/](http://www.rwe.com/lieferanten/)); the Contractor also undertakes to act in compliance with the principles and rules stipulated in the United Nations Global Compact project available at [www.unglobalcompact.org](http://www.unglobalcompact.org). The Contractor primarily undertakes to abide by the rules regulating the protection of human rights, employment relationships, protection of the environment, and anti-corruption rules.
6. The Parties, both entrepreneurs, have explicitly agreed that Sections 1799 and 1800 of the Civil Code which regulate the ineffectiveness of clauses in adhesion contracts shall not apply.
7. The Parties declare that trade usages shall be disregarded with respect to the legal relationship established hereunder in terms of Section 558(2) of the Civil Code, i.e. trade usages do not prevail over those provisions of the statute which lack mandatory effects.
8. The Parties have hereby agreed that this Agreement shall include, as its integral part, the Business Terms and Conditions for Securing Safety and Health Protection at Work (SHPW), Protection of the Environment (PE) and Fire Protection (FP) ("Business Terms and Conditions") of 1 January 2015, published at <http://www.rwe.cz/o-rwe/kodex-chovani/>. The provisions of the Business Terms and Conditions will reasonably apply to the performed activities, as stipulated in the Terms and Conditions. The Contractor confirms that the Contractor got acquainted with the Business Terms and Conditions before signing this Agreement.

List of Annexes:

- 1 – Repairs and Verifications Price List
- 2 – Technical Specifications for Services
- 3 – Price List for Standard Repairs on Electronic Volume Converters

Contractor	Client
	<b>RWE Distribuční služby, s.r.o.</b>
Done in ..... on ..... 2015	Done in ..... on ..... 2015
..... XXXXXXXXXX	 ..... RNDr. Jan Valenta, Chairman of the Executive Directors
	 ..... Ing. Dušan Malý, Executive Director
	<b>RWE GasNet, s.r.o.</b>
	Done in ..... on ..... 2015
	 ..... Ing. Miloslav Zaur, Chairman of the Executive Directors
	 ..... Thomas Merker, Executive Director

Annex 1 – “Repairs and Verifications Price List”:

Item	Total price [CZK, VAT excl., DAP to/from one of the designated places under Article 3(c)(i) (Incoterms 2010)]
Electronic Volume Converter with initial verification	
Replacement of the original battery with a new one	
Follow-up verification after 5 years	
Follow-up verification after 10 years	
Batteries and replacement of batteries after 5 years, plus verification	



Batteries and replacement of batteries after 10 years, plus verification	
Take-back	
Repair – Electronic Volume Converter firmware update	
Repair – replacement of non-functional thermal sensor, including material	
Repair – replacement of non-functional pressure sensor, including material	

Annex 2 – Technical Specifications for Services

Annex 6: Services Agreement No. ....

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Annex 3 – Price List for Standard Repairs on Electronic Volume Converters