

**FRAMEWORK PURCHASE AGREEMENT  
for the Execution of Individual Purchase Agreements for Supplies of Electronic 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. Buyers:**

**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.: 27295567  
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  
Ing. Dušan Malý, Executive Director  
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 Buyers (RWE GasNet and RWE DISL) are for the purposes of this Agreement represented by RWE GasNet, s.r.o. (both Buyers are hereinafter jointly referred to as "Buyer").

**2. Seller:**

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

### **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 Seller and the Buyer with respect to the supplies of electronic gas volume converters specified in Article 2 hereof (“Goods” or “Electronic Volume Converters”). The Goods will be supplied by the Seller to the Buyer; the Seller shall simultaneously transfer the title to the supplied Goods to the Buyer, including software licences.
2. This Agreement authorizes the Buyer to order the Goods in terms of paragraph 1 of this Article with the Seller.
3. This Agreement cannot be construed as giving rise to any commitments of the Buyer to order the Goods unless the Seller receives the respective Order (following the procedure specified in Article 4 hereof). Any commitments to take over and pay for the Goods will exist only to the extent agreed in the individual Orders - purchase contracts executed by the Seller and the Buyer in terms of this Agreement.
4. The manufacturer (Seller) must secure the initial training (including training materials) of the client’s employees in the registered office of RWE Distribuční služby, Brno, in assembly and operation (34 persons – 2-day training), and a training for 20 persons (technicians) in operation of the Electronic Volume Converters (1-day training), including the issue of certificates. Any and all costs (except the lease of the training premises) shall be paid by the tutor. The training shall focus primarily on the assembly and operation of the device which shall be demonstrated using the product itself – see the services agreement no. xxxxxxxx.

### **2. Specification of the Goods**

1. For a detailed specification of the Electronic Volume Converter - see Annex 2 – Technical Specifications of the Electronic Volume Converter.
2. The Seller represents and warrants that the Electronic Volume Converters are manufactured in compliance with the generally binding laws and regulations and the relevant Czech technical standards - see paragraph 2 of this Article.  
Each individual supply of the Electronic Volume Converters shall be accompanied with a delivery note specifying the individual types of the Electronic Volume Converters and their serial numbers.
3. The Seller undertakes to make sure that all supplied Electronic Volume Converters:
  - a) shall be approved according to the metrological standard ČSN EN 12405-1+A2 and 2004/22/EC (MID)
  - b) shall comply with the requirements of the PC Specifications “Electronic Volume Converters 2015-2017”.
4. The supplied Electronic Volume Converters must also meet the Technical Specification of the Electronic Volume Converter and any and all other requirements stipulated in the Specifications for the “ELECTRONIC VOLUME CONVERTERS 2015-2017” Public Contract which was published in the Public Contracts Bulletin on 23.3.2015 under the reg. no.: 15031229
5. Each Electronic Volume Converter shall also be supplied with any and all software (SW), which includes the software for the Electronic Volume Converter itself (firmware) and the

SW for the communication protocol and the operation software, as well as any other software necessary for the operation of the Electronic Volume Converter, as the case may be.

6. If the supplied Electronic Volume Converters fail to meet all of the above stipulated conditions, the supplied Goods are defective, which constitutes a fundamental breach of contract. In such case, the Seller 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 Buyer under Section 2106 et seq. of the Civil Code.

### **3. Price**

1. The Electronic Volume Converters shall be supplied by the Seller to the Buyer in compliance with the Seller's price offer made within the framework of the public contract evaluation, for the prices stipulated in Annex 4.

The above prices shall always be billed by the Seller 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 Seller throughout the term of this Agreement and comprise:
  - a) the price of the Electronic Volume Converter;
  - b) valid metrological verification for use of the Electronic Volume Converters in the Czech Republic;
  - c) transport of the Electronic Volume Converters to the designated place in the Czech Republic (DAP term under the Incoterms 2010);
  - d) costs of the customs duty and fees;
  - e) The Seller is obliged to provide, at no additional cost, i.e. included in the price of the Electronic Volume Converter, unlimited rights to the non-exclusive use of any and all software SW, which includes the software for the Electronic Volume Converter itself (firmware) and the software for the communication protocol and the operation software, as well as any other software necessary for the operation of the Electronic Volume Converter, as the case may be, up until the end of each supplied Electronic Volume Converter's service life.
  - f) Software upgrades: integration of the communication in the standard reading system of the RWE Group in the Czech Republic shall be arranged by the contracting entity itself. The Seller is obliged to supply to the contracting entity, on request, updated communication protocols and to provide any assistance required for the integration or upgrade of the communication protocol. Electronic Volume Converter's firmware upgrade: 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 Buyer's request. All firmware upgrades will be provided at no additional cost, i.e. included in the price for the Electronic Volume Converter.

### **4. Individual Orders**

1. The individual supplies specified in Article 3 hereof shall be provided by the Seller on the basis of individual Orders ("Order") issued by the Buyer and delivered to the Seller, after they are accepted by the Seller. The Buyer's Order will contain primarily:

- a) precise identification of the Buyer and the Seller (especially their company name, registered office, ID No., VAT No., information about their registration in the Companies Register),
  - b) precise specification of the required Goods and quantity,
  - c) date and place of performance (supply of the Goods)
2. The Seller and the Buyer 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 purchase agreements in terms of the Civil Code.
  3. Buyer's Orders must always be executed in writing and delivered to the Seller personally, by registered mail or by electronic mail to the e-mail address: ..... The Seller undertakes to accept any order automatically generated from the SAP system (Auto PO) to the above e-mail address which will not contain the Buyer's signature. Orders delivered as described above will be subsequently accepted (confirmed) by the Seller.
  4. If the Seller receives an Order which does not contain the agreed particulars or which contains incorrect data, the Seller has the right to return the Order to the Buyer 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 purchase agreement continues to run as soon as the corrected or supplemented Order is delivered to the Seller.
  5. The Seller accepts the Order by confirming the Buyer's Order using the following text: "We accept the Order No. ... without reservations") and delivering a single copy of the confirmed Order to the Buyer within no more than 4 business days after the Order was provenly received by the Seller (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 Seller, by e-mail or otherwise.
  6. If the Seller does not accept the Order, the Seller informs the Buyer thereof without delay in writing (within no more than two business days) and specifies the reasons for the Seller's inability to accept the Order; the Seller may also propose changes to the Order, if applicable. The Seller may only refuse acceptance for serious reasons, not for reasons on the Seller's part only. The Buyer shall decide whether the Buyer still demands performance after the Order is refused. If so, the Buyer shall send a corrected Order to the Seller. Acceptance of the corrected Order shall follow the same procedure as outlined in paragraph 5 of this Article.
  7. The Goods will be supplied by the Seller on the basis of the confirmed Order, as specified above, and delivered to and taken over by the Buyer on the basis of a delivery note / record etc.
  8. Identifications of the Goods in the Order and in the confirmation of acceptance of the Order, delivered to the Buyer in compliance with the Agreement, are deemed to constitute binding arrangements which give rise to the obligation of the Seller to supply the Goods and the obligation of the Buyer, who had ordered the Goods, to purchase the Goods.
  9. The Seller is especially, without limitation, obliged to inform the Buyer without delay of any change in the Seller's E-mail address or any technical problems (if any) which prevent/could prevent the receipt of Orders from the Buyer by electronic mail.

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

1. The Seller is obliged to issue tax invoices (invoices) within 15 days of the recorded delivery and takeover of the Goods, based on the data specified in the Order.
2. The Seller's invoice shall contain the particulars of a tax and accounting invoice and the designation "Measuring and Technical Services Division".
3. The Seller's tax invoice shall, inter alia, stipulate the agreed unit price underlying the calculation of the price, and the quantity of labour according to the Buyer'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 Buyer.
6. The tax invoice must contain the Seller's bank account published by the tax office in the register of VAT payers in a manner allowing remote access.
7. Unless the tax invoice is sent electronically, it must be executed in a legible form, in the A4 format only, on a standard office paper 80 gsm, 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 Buyer is not obliged to pay the tax invoice and is entitled to return the tax invoice to the Seller for the purpose of correcting the tax invoice or supplementing the missing particulars.
8. All tax invoices issued by the Seller will be due in **60 days** after receipt of the tax invoice by the Buyer. The Buyer meets the obligation to pay the tax invoice as soon as the respective amount is debited from the Buyer's account for the benefit of the Seller's account.
9. The Buyer 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 Seller 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 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 Seller 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 Buyer 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 Buyer 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 Seller's bank account, whereby the Buyer's financial liability to the Seller in relation to the VAT 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 Seller 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 Buyer shall make any and all payments of the contract price based on the invoice delivered by the Seller to the Buyer in compliance with this Agreement.

5.2.2 The Seller is obliged to issue the respective invoice to the Buyer within 15 days of signing the Delivery Record or any other document which replaces the former according to the Parties' agreement. The Seller is obliged to deliver the original of the invoice to the Buyer'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.

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

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

5.2.5 The Seller 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 Buyer is not obliged to pay the invoice until the Seller 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 goods 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 Buyer and of the Seller, (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 Goods 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 applicable provisions of national laws and regulations, or any reference indicating that the respective supply is subject to exemption or to the reverse charge procedure.

5.2.8 The Buyer 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 Seller 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 Seller 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).

### 5.3. Payment

5.3.1 The contract price or any other payment due under this Supply 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 Buyer returns the invoice to the Seller in compliance with Article 5.2.4, and a new **60-day** period for payment starts to run on the day a new invoice is delivered to the Buyer by the Seller.

5.3.2 The contract price is deemed paid and the Buyer'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 Buyer's account for the benefit of the Seller's account.

5.3.3 The Seller shall make sure that the Buyer's title to the Goods 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 Buyer has any right to claim title to the Goods. If, notwithstanding the above said, any such Goods are subject to any easement, right of lien or any other encumbrance, the Buyer has the right to settle the encumbrance and claim any and all associated costs and expenses from the Seller as a directly payable and outstanding debt.

5.3.4 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

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

5.3.5 If the Seller is established in the EU, Buyer insists 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.

### 5.4. Request for Information /TARIC

5.4.1 If the Seller needs any additional information or background materials for performance under this Supply Agreement, the Seller shall immediately send a written request for information to the Buyer. The Buyer is obliged to respond to the request within a reasonable time period and provide the additional information or background materials unless the Buyer, acting reasonably.

5.4.2 The Seller shall print on each invoice, Delivery Record, any other document replacing the Delivery Record in compliance with the Parties' agreement, and/or the packing list, certain statistical codes which must be reported to the Intrastat system of the European Union, as stipulated in **Council Directive (EEC) No. 2658/87 of 23 July 1987 on the tariff and statistical nomenclature and on the Common Customs Tariff** ("TARIC Codes"). The Seller shall also identify the country of origin of the Goods in each and every document listed in the immediately preceding sentence.



## 6. Delivery Terms

1. The Seller undertakes to supply the Goods (Electronic Volume Converters) to the Buyer within four weeks after acceptance of the Order.
2. The place of performance of each order shall be situated in the places determined by the contracting entity (the individual members of the association of contracting entities) for the individual performances throughout the Czech Republic. The anticipated places of performance:

Supply of new Electronic Volume Converters – the place of performance shall always be located in the Czech Republic and shall be identified in the respective Order; the place of performance could be one of the following places unless the Seller and the Buyer agree otherwise in the Order:

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

3. The Goods will be supplied with a delivery note which will be delivered by the Seller to the Buyer 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 Buyer and the Seller (especially their company name),
  - 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 delivery and takeover of the Goods,
4. The Goods will always be delivered to the place at the Seller's costs.

5. The Seller shall meet the obligation to supply the Goods in terms of the Order by delivering the Goods to the Buyer at the place (or the place designated in the Order) together with a proper delivery note and any and all documents relating to the particular supplied Goods (operation manuals, certificates of warranty, certification documents, test certificates, certificates of compliance pursuant to Section 13 of Act No. 22/1997 Coll., on Technical Requirements for Products, as amended, etc.). If any of the requested documents is missing, the Buyer shall inform the Seller thereof without delay and the Seller is obliged to supply the missing document to the Buyer within 3 business days.

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

1. If the Buyer defaults on payment of the price for the supplied Goods, the Seller may charge a default interest to the Buyer in the amount stipulated by generally binding laws or regulations. Justly claimed default interest is due and payable within 15 days after the Seller delivers to the Buyer a request to pay the default interest, following the procedure applicable to the payment of tax invoices.
2. If the Seller defaults on the supply of Goods within the term of delivery (within the period determined in the Accepted Order), the Seller is obliged to pay to the Buyer a contractual penalty of 1.0 % of the purchase price for the Goods 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 Seller receives a request to pay the contractual penalty.
3. If the Seller defaults on the elimination of obvious defects of the Goods or on the settlement of any complaints within the warranty period, the Seller is obliged to pay to the Buyer 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. Acquisition of Title to the Goods and Risk of Damage to the Goods**

The Buyer shall acquire title to the Goods as soon as the Goods are handed over to the Buyer. If in doubt, the Goods shall be deemed delivered on the day the Buyer signed the delivery note or on the day the Buyer and the Seller drew up and signed the record of delivery and takeover of the Goods. The risk of damage to the Goods is transferred to the Buyer at the same moment.

#### **9. Liability for Defects of the Supplied Goods and Warranty of Quality**

1. The Seller is liable to the Buyer for defects of the supplied Goods according to the applicable provisions of the Civil Code.
2. The Buyer shall inspect the supplied Goods till 10 working dates after the receiving.
3. The Buyer's claims arising from the warranty provided by the Seller are not prejudiced by the Buyer's failure to inspect or arrange for an inspection of the Goods by the above mentioned deadline.
4. The Seller provides to the Buyer a 60 month warranty of quality for the supplied Goods.

5. The warranty period starts to run on the day the Buyer takes over the supplied Goods.
6. The warranty primarily applies to any and all defects in manufacturing, construction and material, as well as any other defects of the Goods which occur in the warranty period.
7. The Seller warrants throughout the warranty period that the Goods will have the qualities specified in Annex 3 to this Agreement which are specified in the Specifications (technical and metrological qualities), declared by the Seller, or otherwise usual qualities, and that the Goods will be functional.
8. The Buyer shall report to the Seller in writing any discovered defects without undue delay after the Buyer discovers the defect, but no later than 30 business days of the said date. The announcement of the defect is also made in writing if it is sent by electronic mail. The Buyer shall meet its obligation to report the defect of the Goods on the day the announcement of the discovered defect is sent to the Seller. In this connection, the Buyer shall inform the Seller what the defect of the Goods consists in, in the Buyer's opinion.
9. The Buyer shall enable the Seller, at the Seller's request, to inspect the defective Goods on the agreed date. The Seller is obliged to conduct an expert inspection of the defective Goods no later than 10 business days after receipt of the Buyer's announcement of the defect. If the Seller fails to conduct the inspection by the agreed deadline, the Seller is deemed to acknowledge the defect of the Goods.
10. The Seller is also obliged to make a statement regarding the discovered defect of the Goods (the complaint) within the time period specified in paragraph 9 of this Article.
11. If the complaint is justified, the Seller is obliged to eliminate the defect of the Goods within 14 calendar days after receipt of the written complaint by supplying substitute Goods replacing the defective Goods, by supplying any missing Goods or by remedying any legal defects of the Goods, unless the Seller and the Buyer agree otherwise in writing.
12. The warranty does not extend to any defects caused by unqualified handling by the Buyer or any person who handled the Goods with the Buyer's consent, or any interference by the Buyer or other persons with the Buyer's consent, contrary to the manual for handling and maintenance of the Goods.
13. 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 Goods to the Seller to the moment of eliminating or remedying the defect or delivering the Seller's written notice to the Buyer in which the Seller informs the Buyer that the complaint is not accepted. If the Buyer disagrees with the Seller's negative statement concerning the complaint and the claim from the defective Goods is submitted to court, the running of the warranty period is interrupted until the court's ruling on the Buyer's legitimate claim.
14. The Seller undertakes to eliminate or remedy any defects of the Goods covered by the warranty at own costs, including shipping costs.
15. The Seller's refusal to acknowledge any defect of the Goods shall not extinguish the Buyer's right to make claims from the defective Goods in court.

#### **10. Miscellaneous**

1. The Seller undertakes to arrange, at no additional cost (free of charge), the take-back of the packaging of the Goods from the Buyer and its disposal in compliance with Section 13(1)(c) of

Act No. 477/2001 Coll., on Packaging, as amended. The Seller is liable to the Buyer for any damage or losses sustained by the Buyer as a result of any breach of this obligation.

2. The Seller undertakes to take back any and all Electronic Volume Converters which were supplied by the Seller and discarded by the Buyer; the take-back will be connected with a supply of new Electronic Volume Converters.
3. The Seller undertakes to provide the performance in terms of this Agreement to the Buyer exclusively on the basis of this Agreement or the individual Order, as applicable.
4. The Seller will warrant to the Buyer 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 Seller will immediately make sure that the Seller's supplies are released from any protection. The Seller will hold the Buyer harmless for any and all costs which the Buyer incurs on the basis of or in connection with any copyright claimed by the author in connection with this Agreement.

#### **11. Rescission of an individual Order – purchase contracts**

1. The Seller has the right to rescind an individual Order if the Buyer defaults on any payment which the Buyer is obliged to make in terms of this Agreement and the Order and the default exceeds 30 days despite the Seller's written warning of the default to the Buyer 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.

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

1. This Agreement is entered into for a definite period of time, until 31 December 2017, with an option subject to the same contract terms and conditions, save for the price of the Electronic Volume Converter.

The Agreement can be renewed for a period from 1 January 2018 to 31 December 2019. The price of the Electronic Volume Converter from 1 January 2018 to 31 December 2019 in CZK, VAT excl., DAP anywhere in the Czech Republic (Incoterms 2010) will be reduced by 5% compared to the price valid until 31 December 2017.

The option benefits only the Buyer. The contracting entity may exercise the option by sending a written notice to the supplier no later than 3 months before expiration of the Agreement, i.e. before 31 December 2017.

2. The Buyer has the right to rescind the AGREEMENT or any part thereof if:
  - a) despite the Buyer's written warning, the Seller engages in any activities in terms of this Agreement which grossly violate the Agreement or the Order;
  - b) the Seller's property is subject to insolvency, bankruptcy or any other similar proceedings;
  - c) the Seller's company is subject to a winding-up order by liquidation without any legal successor;

- d) the Seller's business license is revoked which permitted the Seller to engage in the activities regulated under this Agreement;
- e) the Seller has defaulted on the performance of the obligation in terms of Article 9(11) hereof and the delay has exceeded 10 business days.

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

- 3. The Buyer has the right to rescind the Agreement if the applicable technical standards are changed which regulate the parameters of measuring instruments.
- 4. The Buyer has the right to rescind the Agreement if the supplied Electronic Volume Converters fail to meet the required parameters according to the technical specification – Annex to this Agreement.
- 5. 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.
- 6. The Seller 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.

### **13. 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 Buyer's customers, and (b) information concerning the operation and development of and access to the Buyer'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 Seller undertakes to execute a confidentiality agreement with all of the Seller's employees and officers (members of the Seller'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 Buyer's customers and/or

- b) Confidential Information regarding the operation and development of and access to the Buyer'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 Seller.
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.

#### **14. 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.

#### **15. 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.

#### **16. Contact Persons, Service of Documents**

1. The Seller's contact person is:
- a) in technical matters: .....
  - b) in contractual matters: .....
2. The Buyer's contact person is:
- a) in technical matters: Jan Hovorka, tel.: +420738014579, e-mail: jan.hovorka@rwe.cz, Michal Volný, michal.volny@rwe.cz

- b) in contractual matters: Ondřej Parkan, tel. +420 731 169 405, 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 Buyer's registered office or any other addresses provided by the Buyer in writing in the individual Order.
  4. The Seller is bound by a reporting obligation to the Buyer for the purpose of proper performance under this Agreement. The Buyer may ask the Seller at any time to provide information about the current status of the performance provided under any individual Order and the Seller is obliged to provide the information to the Buyer without undue delay.

### **17. Closing Provisions**

1. This Agreement has 15 pages of text, 4 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 Seller and the Buyer. 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 Seller and the Buyer 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 Seller 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/\(www.rwe.com/lieferanten\)](http://www.rwe.cz/cs/4415-3831/(www.rwe.com/lieferanten)); the Seller 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 Seller 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. This agreement relates to the existing text of this agreement on the date of its signing.
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.

#### List of Annexes:

- 1 – Certificate of the measuring instrument type approval
- 2 – Certificate of compliance with the requirements stipulated in the Specifications of the Public Contract "ELECTRONIC VOLUME CONVERTERS"
- 3 – Technical Specifications of the Electronic Volume Converter
- 4 – Prices of Goods

Seller	Buyer
	<b>RWE Distribuční služby, s.r.o.</b>
Done in ..... on ..... 2015	Done in ..... on ..... 2015
..... xxxxxxxxxxxx	..... 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 – Certificate of the measuring instrument type approval**

**Annex 2 – Certificate of compliance with the requirements stipulated in the Specifications of the Public Contract “ELECTRONIC VOLUME CONVERTERS”**

Annex 3 – Technical Specifications of the Electronic Volume Converter

Annex 4 – Prices of Goods:

<b>Item</b>	<b>Unit price [CZK, VAT excl., DAP collection place] according to Incoterms 2010</b>
Electronic Volume Converter including the price of components and including the initial verification	