



GENERAL TERMS AND CONDITIONS OF DELIVERY

Approval of the Individual Terms and Conditions of the Order also means acceptance of the General Terms and Conditions of Delivery (hereinafter referred to as GTC) set out below. In case a conflict between the GTC and the Individual Terms and Conditions agreed in the Order, the document that is in the text of the mutually signed Order shall apply, followed by the Individual Terms and Conditions of the Order. No other provision of any document issued by the supplier shall have bigger effect than the provisions of the order.

1. ORDER

The original order, duly signed by the authorized representatives of the customer, Power Energo s.r.o. (hereinafter referred to as PE), and the supplier, is considered a concluded order. No modification made by the supplier in the returned original and/or electronic signature of the order is binding on PE unless confirmed in writing by a representative of PE, which also applies to the Individual Terms and Conditions and GTC.

2. TERMS

The date of delivery of goods or the deadline for completion of work are binding. The supplier is obliged to notify PE of any circumstances that could cause a delay in the fulfilment of the order. PE has the right to decide whether to accept the new deadline and under what conditions, or whether to terminate the order, either in whole or in part, regardless of damages and/or any penalties for delay. In such a case, the supplier is responsible for protecting the delivery until the delivery date or settlement at the agreed price.

3. PAYMENTS AND INVOICING

Unless otherwise agreed in the Individual Terms and Conditions, payments shall be made by bank transfer within 30 days of receipt of the relevant invoice by PE. Invoices shall be sent electronically to finance@power-energo.cz. Invoices must include the order number or supplier confirmation number, project name, and all necessary documents and supporting documents.

4. INSPECTION, QUALITY CONTROL

PE (or any independent organization hired by PE) has the right to monitor the work on the delivery at the supplier's production premises or at the place of installation of the equipment to ensure that everything complies with the terms and condition as per the order and documentation related to the realization.

5. TRANSPORT

The supplier shall attach a proper delivery note to each delivery, including at least the following information: name of the equipment, order number, name of the construction site (if applicable), package number, address and place of delivery, name of the supplier, supplier confirmation number (if applicable), dimensions of the equipment in cm, transport weight in kg, special conditions for transport and handling, and storage method. A copy of the delivery invoice or pro forma invoice shall also be enclosed.

6. WARRANTY PERIOD

The warranty period is valid for two years from the date of acceptance. If the warranty period is extended for specific deliveries or parts thereof (such as coatings, special surface protections, or construction work), these requirements will be specified in the Individual Terms and Conditions. During the contractual warranty period, the supplier shall, at its own expense and as soon as possible, replace, modify, and repair the delivered equipment to prevent it from malfunctioning and/or adjust it to comply with the contractual conditions. In the event of a delay in any modification or repair, the contractual warranty period shall be extended by the time during which the equipment was out of service. In the event of replacement of the equipment, whether total or partial, the contractual warranty period shall recommence, either for the entire equipment or only for the replaced part.

7. SUBDELIVERIES

The supplier may not, without the prior consent of PE, perform the fulfilment of the order or any part thereof to another party in the form of subcontracting. The supplier must therefore provide PE with the business names of subcontractors for this purpose. PE reserves the right to refuse approval of any subcontractors.

8. CONFIDENTIALITY

Dodavatel musí udržovat v tajnosti veškeré údaje a informace obsažené v objednávce a nesmí je bez předchozího písemného povolení PE poskytnout žádné třetí straně a smí je použít pouze pro účely uvedené v objednávce.

9. INSURANCE

The supplier shall conclude all necessary insurance contracts and shall maintain them in force and effect so as to cover its liability for any risks that may arise in the course of fulfilling this order and its liability arising either from the law or from contractual obligations under this order. This also applies to insurance against damage to third parties that may occur during the performance of the order.

10. PROPERTY RIGHT

With regard to intellectual property, the supplier guarantees that it will respect the rights of third parties and not infringe upon them during the fulfilment of the order or subsequently when using the equipment, supplies, or services included in this order. Unless otherwise specified in the Individual Terms and Conditions, the supplier grants PE all ownership rights to know-how, information, inventions, and results obtained during the performance of the order or resulting from such performance. Unless otherwise specified in the Individual Terms and Conditions, all documents, software, special tools, models, etc. prepared by or on behalf of the supplier in accordance with the order shall become the property of PE. In the event of any legal or arbitration disputes with third parties concerning intellectual property, the management of such disputes and the costs thereof shall be the responsibility of the supplier.

11. SUPPLIER DOCUMENTATION

Documentation within the meaning of this article shall mean:

- proof of the quality and completeness of the product, proof of tests and trials carried out and their results, proof of materials used and their certificates, inspection books, and passports, regulations for the assembly, operation, and maintenance of equipment, declarations of conformity, documentation and documents required by standards for reserved and special equipment (such as railway authorities, air traffic authorities, etc.), if applicable to the delivery
- design and drawing documentation: design documentation and production documentation, calculations of important parts, parts lists.
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12. WORK AT THE CONSTRUCTION SITE

The supplier must comply with applicable legislation and general rules for assembly work. They must follow the instructions of the responsible PE representative and keep the relevant documentation for the management and supervision of the assembly work as required by law. At the construction site, the supplier is also obliged to work in accordance with the guidelines and regulations of the company where the work is being carried out, to comply with the applicable safety regulations and environmental protection laws and regulations, including waste management.

13. WITHDRAWAL DUE TO BREACH OF THE SUPPLIER'S OBLIGATIONS

PE has the right to unilaterally withdraw from the order without compensation in the event of serious non-compliance with the order obligations on the part of the supplier, as well as in the event of proven insolvency or financial collapse of the supplier with the risk of bankruptcy or bankruptcy of the supplier, and/or in the event of a substantial change in the characteristics of the supplier's legal entity.

14. WITHDRAWAL DUE TO A DECISION BY THE CUSTOMER

PE has the right to withdraw from the order at its decision, with compensation agreed by both parties in the Individual Terms and Conditions of the order. The other party (supplier) must be notified of the withdrawal from the order at least 10 days in advance.

15. BREACH OF SUPPLIER'S FULFILMENT

In case of non-fulfilment of obligations by the supplier in the execution of the order or warranty conditions, PE has the right, after sending a reminder by registered letter with delivery confirmation and receiving no response, to dispose of or have a third party of its choice dispose of the equipment, supplies, or services, or to repair or modify the equipment or supplies in question, at the expense and risk of the supplier who fails to fulfil its obligations, without any claim for compensation and without affecting the liability and warranties to which the supplier has committed itself.



16. GOVERNING LAW

Unless otherwise specified in the Individual Terms and Conditions, the order shall be governed by Czech law. If no amicable settlement of the dispute is reached within a reasonable period of time after one party has sent a written request to the other party (30 days, unless otherwise specified in the Individual Terms and Conditions of the order), the Municipal Court in Prague shall have jurisdiction to resolve such dispute.