

These General Conditions are an integral part of the Contract (Frame Contract, Contract for Work or Purchase Contract or others) made by and between **Siemens Energy, s.r.o.**, with its registered seat at Olomoucká 3419/7, 618 00 Brno, Id. No.: 084 96 943, registered in the Commercial Registry maintained by the Regional Court in Brno, Section C, Insert 117159, branch (works) **Siemens Energy, s.r.o., odštěpný závod Industrial Turbomachinery**, as the Customer or the Purchaser (hereinafter only "SE IT") and the Manufacturer / Vendor (hereinafter only "Supplier"). Any deviations from these General Conditions are valid only if they have been expressly agreed in the Contract.

Any commercial terms and conditions of another person may, in addition to the SE IT terms and conditions, be valid providing this consequence is the intention of the manifestation of will on the part of SE IT, explicitly specified and in writing.

An application of Sections §558 Para 2, §1726, §1740 Para 3, §1744, §1751 Para 2, §1757 Para 2 and 3, § 1950 and § 2112 of the Civil Code is explicitly excluded. The Supplier takes over the risk of change of circumstances in terms of Sections §§ 1764 – 1766 of the Civil Code.

SE IT is entitled to assign the Contract as a whole or a part of it to another person of the Siemens Energy Group without the Supplier's consent.

I. ENTRY INTO THE CONTRACT

I.1. The proposal to enter into the Contract, which is submitted by SE IT, will be confirmed by the Supplier within the time specified in the proposal. If the time has not been specified, then it will be within 1 month after the proposal delivery.

I.2. Any alterations made by the Supplier to the proposal submitted by SE IT do not give rise to the Contract. In such a case it is a question of a new proposal for the Contract submitted by the Supplier and the Contract will come into effect only on the date of delivery of SE IT's notice of consent, i. e. by agreement of parties about the entire content of the Contract. If SE IT does not use its standard format of the purchase order, SE IT has to provide a contract draft in written form. After the parties reach an agreement about the entire content, the Contract will be printed and signed by both contracting parties.

I.3. The Supplier has to submit the Extract from the Commercial Register before the signing of the Contract. If the name of the person signing the Contract on behalf of the Supplier is not listed in the Extract from the Commercial Register or their authorization is not clearly obvious from their job classification, this person has to submit a valid Power of Attorney to SE IT. If the Supplier is a natural person s/he has to submit the Trade Licence.

I.4. If SE IT and the Supplier conclude a frame contract (purchase contract, contract for works, agreement on using standard attachments), they agree to form particular contracts as follows:

a) particular purchase orders and their acceptance (confirmation) by the other party shall be in electronic form with scanned signatures of the empowered persons or for SE IT also with the Siemens Energy corporate electronic signature, and the Supplier is entitled to return to SE IT signed last page of the purchase order only, if the Parties agree with such practice. Both parties accept this way of forming contract as a duly signed contract in writing. Upon a party's request they are obliged to provide originals of the contract.

b) purchase orders in electronic form without SE IT's signature. If SE IT and Supplier uses for their business (orders and their confirmations) Supply On system, all above agreed provision on contracting applies.

I.5. In the case of the use of the INCOTERMS terms, it is always agreed that this is the INCOTERMS 2020 version.

II. FORM OF THE CONTRACT

The Contract must always be made in writing, unless agreed otherwise by the Parties in a concrete case.

III. PRICE

The price is stated by agreement, is firm and forms the basis for calculation of VAT. Unless otherwise agreed, the price is assumed to include packing, transport to the place of destination and insurance.

IV. TERMS OF PAYMENT

IV.1. It is agreed that the invoice (tax document) is due as follows:

- (a) 60 days from the date of its receiving, or***
- (b) 45 days from the date of its receiving with a discount in the amount of 1 % from the invoiced price, or.***
- (c) 30 days from the date of its receiving with a discount in the amount of 1.5 % from the invoiced price.***

The Supplier may choose between the variants (a) - (c). If the Supplier chooses the variant other than a), i. e. the due date is shorter than 60 days with a discount of the invoiced price, the Supplier is, after prior agreement with SE IT, obliged to state this fact in the invoice (tax document), and give the concrete amount of the discount.

IV.2. The price shall be paid to the Supplier's bank account the number of which the Supplier is obliged to notify SE IT in writing in advance, as well as any change thereof, provided that for domestic suppliers this is an account that has been made available by the tax authority in remote matter and is administered by the provider of payment services inland. If no such bank account exists, the price shall be paid to the bank account specified in the Contract or in the acceptance (confirmation) of the order. Should the Supplier is declared as of the date of the performance of taxable supply as an unreliable tax payer according to VAT legislation or should SE IT be in good faith that the Supplier is in a position that would otherwise establish the SE IT's liability for unpaid VAT, SE IT shall be entitled to a) pay the Supplier the price of a supply without the sum equal to the relevant amount of VAT, and b) pay the VAT for the supply directly to the account of the relevant tax authority.

IV.3. The Supplier who is a VAT payer and is executing a taxable fulfilment for SE IT has to issue an invoice (tax

document) for each fulfilment for SE IT by 15 days from the executed fulfilment at the latest. The taxable fulfilment shall be confirmed by a record confirming the fulfilment and takeover signed by representatives of the contracting parties. If the contracting parties agreed on a payment beforehand in the form of advance payment, the Supplier who is a VAT payer shall issue a tax document for SE IT within 15 days since receiving the payment.

The contracting parties have agreed that the invoice (tax document) shall include at least the following data:

- Invoice (Tax Document) Number
- Particulars of the contracting parties (as per Extract for the Commercial or Trade Register), their official addresses and places of business, IN and TIN of the contracting parties, data about the entry in the Commercial (Trade) Register
- Number of the Order and the name of SE IT employee who made the order
- Number of the Contract (or the name of the site, work or other details of the job)
- Number of the goods using a code pursuant to the Standard Product Classification and the subject of taxable fulfilment in accordance with the Contract
- Scope of fulfilment
- Date of execution of the taxable fulfilment or receipt of payment
- Date of issuing the invoice (tax document)
- Unit price without tax
- Tax basis
- Basic or reduced tax rate and VAT
- Total price
- Banking details of the contracting parties
- Maturity date
- Country of Origin

IV.4. It is agreed SE IT's right to impose a contractual penalty in the amount of EUR 40.- on the Supplier for every incomplete invoice (tax document).

IV.5. SE IT is authorized to return an invoice (tax document) without payment before the maturity period if it does not contain any of the above mentioned data or if the data is not correct. Depending on the type of error the Supplier has to correct it or to issue a new invoice (tax document). By returning the invoice (tax document) the original period of maturity is terminated. The whole period will start again with the delivery date of the corrected or new invoice (tax document).

IV.6. If the Supplier is a foreign entity and the subject of delivery (fulfilment) is software, licences or advisory, technical and other services the Supplier has to present their Company Tax Domicile Certificate to SIT. If the regulations valid in the Czech Republic impose on SE IT in connection with fulfilment of the Contract a duty to pay the Supplier's income tax to the local authority in the Supplier's country, SE IT will perform this duty.

IV.7. SE IT is authorized to require the provision of a bank guarantee or other equivalent security by the Supplier in the case that SE IT provides a monetary payment to the Supplier without fulfilment of the delivery by the Supplier. If the Supplier does not provide the security on time and properly, then the Supplier is authorised (unless otherwise

agreed) to require payment for the delivery only after its fulfilment.

IV.8. SE IT has the right to set off unilaterally any contractual penalty to which it is entitled pursuant to these General Conditions or to the Contract against the unpaid invoice.

IV.9. A debt paid via bank is considered as fulfilled by the date of releasing the respective amount from SE IT's bank account.

IV.10. The Supplier is not entitled to assign its claims or rights to a third party without SE IT's consent.

V. FULFILMENT OF CONTRACTUAL OBLIGATIONS

V.1. Unless otherwise agreed the Supplier has to fulfill its contractual obligations on the site of SE IT. The delivery will be fulfilled by the signing of the Protocol of Conveyance and Take-over by both the contracting parties or by physical taking over of the goods, which SIT confirms on a delivery note and/or on the Protocol. A part of the delivery is also the documents concerning the goods which are necessary for its take-over and use, Requirements Form for Export Data and documents proving the origin of the goods for purposes of the customs, re-export, etc.

The delivery shall always be identified by a delivery/packing note, or the Take-over protocol.

V.2. Packing list must contain following data:

- Address of the Supplier
- Address of the SE IT
- Name of SE IT's employee that made the order
- Order number and position
- SE IT goods number (material number of the list of parts + KKS code)
- Designation of an item pursuant to the contract
- Quantity (total number of pieces)
- Unit
- Batch number
- Consignment stock (KS), if applicable
- Weight (kg) net
- Commodity code
- AL / ECCN (export control check to be performed in accordance with Official Journal of the European Union L134/1)
- Country of origin
- Number of package units in the delivery of goods (pallets, cardboard boxes, cases). Each package unit shall be marked with a consecutive number, the total quantity of package units and order number, and a listing of component designations and number of pieces shall be attached.

V.3. The Supplier is also obliged to put all data as above in the KANLOG form (if required). In addition, the following data need to be filled in the electronic system KANLOG:

- Value of goods
- Currency.

The Supplier shall fill the delivery/packing note and the KANLOG form and hand it over to the goods income employees at SE IT or at an external warehouse of SE IT,

or to the responsible employees of SE IT's purchasing department by the moment of delivery of the goods at the latest otherwise the contract is not fulfilled.

V.4. The Supplier is obliged to identify each delivery by label and/or adhesive tag with following data:

- SE IT goods number/material number of the list of parts +
 - KKS code
- Description
- Quantity
- Unit
- Batch number
- Weight (kg) net
- filled in KANLOG form if required

V.5. It is agreed SE IT's right to impose a contractual penalty in the amount of EUR 100.- on the Supplier for every incomplete delivery/packing note or KANLOG form and/or for material delivery with missing label or self-adhesive tag.

V.6. For the deliveries on non-standard-size pallets or for loads of excessive size, the Supplier shall attach the handling instructions in Czech or English to the delivery note.

V.7. During the fulfillment the Supplier has to (if it is expedient) maintain an erection or assembly book and to record in it the follow-up of the works according to the agreed schedule and to allow SE IT to check these records. SE IT is authorised to record instructions and requirements concerning Contract fulfilment in this book and the Supplier has to confirm their fulfilment continually. These records, however, do not create a modification to a concrete contract but may serve as the basis for concluding its amendment.

V.8. In the case goods identified by the implementation regulations to Law No 22/1997 Coll. of Laws in wording of its amendments are the subject of the delivery, the Supplier has to hand over to SE IT a copy of Declaration of Conformity, or a written Assurance on Issuing of Declaration of Conformity, not later than to the agreed date of fulfilment.

V.9. In addition, the Supplier has to allow SE IT, after prior agreement, to inspect the progress of completion of the delivery in its production plant, or in the production plants of its sub-suppliers, for the purpose of verification of the real progress of work with the SE IT technical specifications or with the agreed schedule of fulfilment. The Supplier undertakes to provide the SE IT

representative, free of charge, with the necessary technical means and cooperation to perform this inspection, and the Supplier shall enable entry to the respective facilities.

V.10. SE IT has the right to ask in writing at any time to suspend the performance of the Contract. In this case, the Supplier has to discontinue immediately all works after receiving such a notice until it receives from SE IT a writing call to continue performance of the Contract.

If not agreed otherwise, the Supplier has no right to ask from SE IT for the first 90 days from the date of discontinuing of the performance of the Contract neither payment of storage charges nor other costs incurred to it for this reason. The deadlines of performance of the Contract shall be extended for a period of time adequate to the period of duration of the suspension.

VI. SUPPLIER'S DELAY

If the fulfilment of the Contract by the Supplier is delayed, it is agreed SE IT's right to enforce a contractual penalty in the amount of 2% of the agreed price for the Contract subject for each week of delay started. SE IT's right to indemnity and lost profits is not affected by this provision. If the Supplier is not able to fulfil his commitment in time he will notify SE IT without delay and at the same time he will define the additional fulfilment period. SE IT is not committed to such a period and has the right to withdraw from the Contract without any effect on SE IT right to indemnity and lost profits.

VII. WARRANTY PERIOD

VII.1. Unless otherwise agreed in the Contract, the Supplier's warranty period for the Contract subject shall be 24 months from commissioning or 36 months from delivery, whichever is later.

SE IT shall be entitled to require the Supplier to provide a bank guarantee for the quality of the delivery (warranty bond), which shall be valid for the entire agreed warranty period.

The warranty for the project documentation is provided by the Supplier as long as any correction of incorrect documentation is sensible (technically or economically). SE IT's right to for compensation for the detriment caused by incorrect technical documentation is not thereby affected.

VII.2. In case a defect occurs during the warranty period the Supplier is committed to act to rectify it without delay after being informed by SE IT. The Supplier will remove defects in a technically adequate time. If the time required by the Supplier to rectify the defect is long (longer than 15 days from the date of the expected removal), SE IT has the right to procure a substitute or rectification of the defect by themselves or by a third person at the Supplier's expense. The claim is assumed to be on-time when sent to SE IT within 1 month of the delivery or within 1 month of finding the defect.

VII.3. SE IT's costs as well as Supplier's costs connected with the complaint procedure including shipping costs shall be borne by the Supplier.

VII.4. In case of incorrect performance, it is agreed SE IT's the right to enforce a contractual penalty for defective fulfilment of the delivery in the amount of 15% of the agreed price for the Contract subject. SE IT's right to compensation of the incurred detriment and lost profits is not affected by this provision.

VIII. LEGAL INCORRECTIONS

The Supplier guarantees that no third person's rights are violated by the fulfilment of the delivery and by use of materials and procedures used during this fulfilment.

IX. TRANSPORT AND PACKING

IX.1 The Supplier has to send the delivery in a package assuring sufficient protection from damage during the transport and storage in an adequate place. Transport conditions will be submitted by SE IT to the Supplier 15 days before the agreed date of fulfilment of the Contract.

IX.2 Material transported by the Supplier for its own use to the place specified by SE IT as the place of fulfilment of obligations has to be confirmed by SE IT; also the materials, tools and building machines used by the Supplier for fulfilling its obligations on the SE IT premises have to be listed in a checklist and confirmed by SE IT. These confirmed documents are an integral part of the invoice (tax document). The Supplier has to ask the SE IT Security Department for entrance approval for its vehicles.

X. OWNERSHIP RIGHT AND TRANSFER OF LIABILITY FOR DAMAGE

Ownership right to the delivery is transferred to SE IT on the date of signing the Record of its Conveyance and Take-over; or by physical taking over of the goods, which SE IT confirms on a delivery note. At the same time the liability for damage is transferred to SE IT.

XI. FORCE MAJEURE

XI.1. As circumstances of force majeure are to be understood such circumstances (for example legal strike, catastrophe, changes in laws, regulations/decisions of public authorities etc.) occurring after the Contract has come into force which could not be foreseen or remedied by the contracting parties and which prevent them from carrying out the Contract temporarily or totally.

In case of force majeure the party whose fulfilment of the Contract is prevented will inform the other party without delay and will submit documents or information about substantial influence of force majeure on the fulfilment of the Contract. In case of the influence of force majeure lasting longer than 90 days, both parties are obliged to negotiate Contract changes.

XI.2. SE IT shall be entitled to withdraw from the Contract at any time in the event, that the force majeure incidents last longer than 180 days.

XII. WITHDRAWAL FROM THE CONTRACT

XII.1. If the Supplier infringes his contractual obligations or obligations arising from these General Commercial Terms and Conditions SE IT has the right to withdraw from the Contract with immediate effect. Its rights to contractual penalties, compensation for the experienced detriment, or the lost profits are not thereby affected

XII.2. SE IT has the right to withdraw from the Contract, if the Supplier is declared to be an unreliable taxpayer according to VAT legislation or insolvent.

XII.3. SE IT also has the right to withdraw from the Contract on the basis of its own decision without giving the reason providing it pays the Supplier the price of the works/services carried out and accepted so far and the price of the goods already delivered, and the work in progress, on the effective day of the withdrawal from the Contract. The Supplier is obliged to hand over such goods to SE IT.

XIII. CONDITIONS OF FULFILMENT

The Supplier has checked all the conditions, legal requirements, schedules, plans and drawings and gained (on his own account) all the information and details necessary for the Contract subject fulfilment (for example erection site conditions and accessibility, storage and lifting equipment, accommodation and other prescriptions). SE IT is not responsible for costs or losses caused by the Supplier not having checked this information.

The Supplier declares that it has all necessary authorizations available to implement the subject matter of the performance.

XIV. SECRECY AGREEMENT

XIV.1. The Supplier agrees hereby to keep in strict confidence all business and technical information, including specifications, plans, drawings, calculation, samples etc., received from SE IT or obtained in the course of fulfillment of the Contract, not to use these materials for its own financial or other benefit nor for the benefit of a third person, not to make them available to third persons without a previous written agreement from SE IT, and not to use this information and materials for purposes other than fulfillment of the Contract, irrespective of whether these materials are marked as confidential, or not. The Supplier shall also keep all documents and instruments received in any form protect from being stolen or misused by a third person.

XIV.2. The obligation of secrecy applies also to Supplier's employees or third parties having received the information mentioned above from the Supplier, with SE IT's approval, and under the conditions of this provision. The Supplier is responsible for these persons being under contractual obligation of secrecy in the same scope as he himself.

XIV.3. Every and each document, regardless of whether marked as secret by SE IT or not, shall be property of SE IT, and all copies shall be, based on prior request, returned to SE IT or destroyed after the expiration of the contract.

XIV.4. The Supplier shall keep secret and undisclosed to a third party information or data marked as confidential by SE IT except for using this information for purposes defined by the Contract; this applies also for their being provided by a third party.

XIV.5. The Supplier shall have a right disclose information marked as confidential in a necessary scope without having a prior approval from SE IT required for the purposes of fulfillment of the Contract by:

a) state bodies, authorities and institutions, including financial or other authorities engaged in public assessing of the work, provided these are entitled to require this information;

b) a consultant or other parties involved in the Contract, and it is ensured by the Supplier that these parties are advised about obligations of secrecy mentioned in this provision, and were undertaken to their performance.

XIV.6. The obligation to protect confidential information shall last after the expiration of the contractual obligations, at least until information becomes publicly available. **Should any of the parties commit a breach of this obligation, it is bound to provide compensation for the detriment inflicted by the other party, and to pay a contractual penalty in the amount of CZK 1 million for each breach of the obligation of protection of confidential information.**

XIV.7. The right of the parties to legal protection of a trade secret and confidential information in terms of the Civil Code, including related sections and other legal regulations, is thereby not affected.

XIV.8. The information below is excluded from the obligation to both parties to keep it in confidence:

- a) information already known by the public without involvement of the accepting party
- b) information already been owned by the receiving party before its acceptance by the other party
- c) information legally obtained by the receiving party from a third party.

XIV.9. After the business case is finished, each party can ask the counterparty to return all materials provided for the fulfillment of the contractual obligations and containing confidential information or business secrets; the counterparty shall return these materials including their copies, if any, without any delay.

XIV.10. This provision does not and cannot in any way affect or curtail the intellectual property rights of any of the contracting parties, in particular the rights to inventions, registered designs, trademarks, licenses, know-how, etc.

XV. SECURITY

If the Supplier fulfils the contractual obligations within SE IT' area or within the area specified by SE IT, the Supplier is obliged to behave in accordance with the legal prescriptions concerning work security, fire protection and according to the relevant norms. SE IT will inform the Supplier about the internal security prescriptions valid within the place of the Contract subject fulfilment and the Supplier will assure fulfilment of these prescriptions by its employees. The Supplier's employees are obliged to keep within the prescribed area. The Supplier is obliged to mark this area (by the name of the company and name of the person responsible for this area). The Supplier will assure visible marking of its employees (by the name of the company). After the fulfillment of the contractual obligations, the Supplier's employees are obliged to return SE IT area entry ID - cards. In case of violation of these obligations by any of the Supplier's employees, SE IT has

the right to withdraw from the Contract. His right to indemnity the experienced detriment and lost profits of SE IT are not affected by this.

XVI. ENVIRONMENTAL PROTECTION

XVI.1. If the Supplier fulfils the obligations within SE IT area or within the area specified by SE IT the Supplier is obliged to behave in accordance with the legal prescriptions concerning environmental issues.

XVI.2. The Supplier will prepare procedures for the liquidation of waste arising from his activities during the Contract fulfilment. The Supplier will liquidate the waste at his own expense, maintain adequate records and when handing over the delivery the Supplier will submit the documents of liquidation. The Supplier is obliged to keep legal prescriptions concerning the handling of substances, which are dangerous for water.

During the fulfilment of contractual obligations the specified place will be kept clean. The Supplier is responsible for possible environmental damage caused during the Contract subject fulfilment. In case the Supplier damages lawns or trees he is obliged to perform the necessary steps for their recovery. The Supplier has to consult on environmental matters with the environmental department of SE IT and to follow its instructions.

XVI.3. Should Supplier deliver legally permissible products, which are, however, subject to statutorily-imposed substance restrictions and/ or information requirements (e.g. REACH, RoHS), Supplier shall declare such substances in the web database BOMcheck (www.BOMcheck.net) or in a reasonable format provided by SE IT no later than the date of first delivery of products. The foregoing shall only apply with respect to laws which are applicable at the registered seat of the Supplier, at the seat of SE IT or at the designated place of delivery requested by SE IT. Furthermore, Supplier shall also declare all substances which are set out in the so-called "Siemens Energy list of declarable Substances" applicable at the time of delivery in the manner described above.

XVII. STORAGE AND HANDLING AREAS

XVII.1 If the Supplier fulfils the contractual obligations within SE IT area or within an area specified by SE IT, he is obliged to stay only in the premises or manipulation areas specified for him by SE IT. Equipment or components which are used for fulfilment of the delivery or will become its part, are to be properly stored and secured by the Supplier within the areas specified by SE IT, secured properly from alienation and kept in a proper and clean state.

XVII.2 After fulfilling the delivery (the contractual obligations) the Supplier is obliged to put these areas into the original (or agreed) state, and to hand them over to SE IT in the form of a written report in the agreed term.

SE IT shall be entitled to suspend payment of 10% of the price and pay it to the Supplier only after the premises/areas have been duly handed over on the basis of a protocol signed by both parties.

XVIII. SUBDELIVERIES

Upon request, the Supplier is obliged to submit a list of his sub-suppliers for approval before the Contract signing. In case any need to change or add to this list occurs after the Contract signing this change or addition is only valid after SE IT' previous written approval.

XIX. CODE OF CONDUCT FOR SIEMENS ENERGY SUPPLIERS

XIX.1. The Supplier undertakes to comply with all applicable laws, including regulations pertaining to protection of economic competition, and pertaining to fight against corruption, and the fight against money laundering, as well as other principles and requirements contained in the "Code of Conduct for Siemens Energy Suppliers and Third Party Intermediaries." The Supplier primarily undertakes not to tolerate child labor and noncompliance with requirements regarding the protection of the environment. The Supplier shall be obligated not to allow conduct of illegal work in the sense of special legal regulations. The Supplier shall be obligated, upon request of SE IT, to submit evidence thereof. The Supplier shall oblige its sub-suppliers in the same sense.

XIX.2. Upon request by SE IT, the Supplier shall have an obligation to provide SE IT, once per year at most, written information describing measures that the Supplier has taken or is preparing to take in order to ensure the requirements contained in the "Code of Conduct for Siemens Energy Suppliers and Third Party Intermediaries". SE IT is entitled, upon prior written notice and at its own costs, to conclude checks of Supplier's compliance with the obligations described in Code of Conduct for Siemens Energy Suppliers and Third Party Intermediaries" and is entitled to do so even in the Supplier's premises. Such checks must not intervene into Supplier's business activities and Supplier's obligations. The Supplier shall reasonably cooperate during such checks.

XIX.3. The Supplier shall without delay report to SE IT any security incident within the meaning of ISO 27001.

XIX.4. In addition to other rights and remedies SE IT may have, SE IT may terminate the Contract in case of breach of these obligations by the Supplier. However, provided that Supplier's breach of Contract is capable of remedy, SE IT's right to terminate is subject to the proviso that such breach has not been remedied by the Supplier within a reasonable grace period set by SE IT.

SE IT is entitled to terminate the Contract with immediate effect, if it is found illegal employment by the Supplier and/or if the Supplier refuses to provide SE IT with evidence on legality of employment.

XX. RESERVATION CLAUSE

SE IT shall not be obligated to fulfill the Contract if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.

XXI. SECURITY IN THE SUPPLY CHAIN

The Supplier shall provide the necessary organizational instructions and take measures, particularly with regard to the following security: premises security, packaging and transport, business partner, personnel and information - in order to guarantee the security in the supply chain according to the requirements of respective internationally recognized initiatives based on the WCO SAFE Framework of Standards to Secure and Facilitate Global Trade (SAFE Framework) (e.g. Authorized Economic Operator, AEO, Customs-Trade Partnership Against Terrorism, C-TPAT). The Supplier shall protect the goods and services provided to SE IT or provided to third parties designated by SE IT against unauthorized access and manipulation. The Supplier shall only deploy reliable personnel for those goods and services and shall obligate any sub-suppliers to take equivalent security measures. In addition to other rights and remedies SE IT may have, SE IT may terminate the Contract and/or any order issued thereunder in case of breach of these obligations by the Supplier. However, provided that the Supplier's breach of contract is capable of remedy, SE IT's right to terminate is subject to the proviso that such breach has not been remedied by the Supplier within a reasonable grace period set by SE IT.

XXII. PROTECTION OF PERSONAL DATA

XXII.1. If, in connection with performance of a contract, either party disclose personal data, the disclosing party shall be responsible for providing the data in accordance with the respective legal regulations or with consent of the subject of the data. By taking over the data, the receiving party becomes a processor and shall be obligated and entitled only to use the personal data for the purpose specified by the contract and ensure protection of the personal data from unauthorized access, disclosure or misuse. The receiving party may only disclose the personal data to a third party in cases provided for by law or with a prior consent of the disclosing party.

XXII.2. The Supplier agrees that, by virtue of legal regulations, SE IT shall process, collect and preserve the personal data of the Supplier set forth in contracts, as well as other personal data necessary for the performance of obligations arising from the contracts and for evidence purposes.

XXIII. GOVERNING LAW AND JURISDICTION

XXIII.1. The legal relationship of the contracting parties shall be governed by the law of the Czech Republic, exclusive an application of the Vienna Convention on the Law of Treaties and Conflict Rules and the United Nations Convention on Contracts for the International Sale of Goods. If a contract or these terms and conditions do not contain specific provisions, the rights and obligations of the contracting parties are governed by Act No 89/2012 Coll., Civil Code, as amended.

XXIII.2. Any disputes will be decided by the court of competent jurisdiction and territorial responsibility.