

**GENERAL PURCHASING TERMS
of MND Energy Storage a.s.**

Preamble

1. The present terms of trade (the "Terms of Trade") contain the general terms and conditions under which MND Energy Storage a.s. and its Contractual Partner enter into, and perform under, contracts for work, purchase agreements, or other types of contract. They have been issued so as to simplify business dealings, and with the goal of ensuring that the rights and obligations of the Parties (especially in the case of contracts for work and purchase agreements) are defined as precisely as possible. They are applicable both to simplified contracts (made by way of acceptance of an order) and to "complete" contracts.
2. MND Energy Storage a.s. reserves the right to insist that Contracts (or changes and additions to them) always be made exclusively in writing, unless expressly agreed otherwise. Up until the moment in which the Contract is being signed by (an) authorized person(s) on behalf of MND Energy Storage a.s., one must not assume that the Parties have reached an understanding, nor infer any pre-contractual liability on the part of MND Energy Storage a.s. within the meaning of Sec. 1729 of the Civil Code (Act No. 89/2012 Coll. - the "Civil Code").

I. Definition of Terms

1. **MND ES:** the company MND Energy Storage a.s., with its seat at 695 01 Hodonín, Úprkova 807/6, identification number 27732894, VAT No. CZ27732894, entered in the Commercial Register kept with the Brno Regional Court in Section B, File No. 4925; it acts as the principal, buyer, or recipient of services or of other, similar performances.
2. **Contract:** a concordant expression of the Parties, will which gives rise to mutual rights and obligations; within the practice of MND ES, this concerns:
 - a) "complete", or "classic" contracts, and/or
 - b) orders or offers in conjunction with their unqualified acceptance by the other Party (also referred to in practice as "contract made in a simplified manner").
3. **Contractual Partner:** a legal entity or natural person who acts as the Party providing the defining performance under the given obligation (i.e., commonly, the contractor, seller, or provider of services or other, similar performances).
4. **Subcontractor:** The Contractual Partner by means of which MND ES is to discharge a certain part of its obligation vis-a-vis another Contractual Partner (the main customer) and which is aware of this role (e.g. because it follows from the language of the Contract, the negotiations of contractual terms, e-mail communication, etc.).
5. **Subject Matter of Contract:** the work, goods, or services and performances delivered based upon the Contract.
6. **Handover Protocol:** a document confirming the handover and acceptance of performances under the Agreement (supply of goods, delivery of work, provision of services, etc.), to be countersigned by the representative of MND ES, such as a delivery note, minutes of the handover procedure, etc.
7. **Contractual Penalty:** an expression of the Parties' understanding of the potential loss incurred as a consequence of a breach of the contractual obligation secured by the said contractual penalty. Contractual penalties are also being agreed as a means of improving the evidentiary position of that Party which is not in breach of the Contract.
8. **Contractual Documentation:** any project, solicitation, offer, order, drawings, etc., if referenced in the Contract. The contractual documentation is an integral part of the Contract proper.

II. Binding Character of the Terms of Trade

These Terms of Trade are binding for contracts for work, purchase agreements, service agreements, and other similar agreements, if the Contract expressly refers to the Terms of Trade.

III. Conclusion of Contracts

1. Individual Contracts are made based upon an offer to enter into a "complete" contract or based on orders (or offers to contract) by MND ES (the "Offer to Contract"). The Offer to Contract must be signed by a person who is authorized to act on behalf of the offeror.
2. For a document to qualify as Offer to Contract, its text must contain at least the following:
 - a) designation of the ordered subject matter of contract, along with a specification that is as detailed as possible,

- b) information on the price of the subject matter of contract, without VAT,
 - c) terms of payment,
 - d) terms and place of delivery,
 - e) date/time of delivery,
 - f) this text: "Matters not expressly addressed by this order (contract) are governed by the General Purchasing Terms of MND Energy Storage a.s., which form an integral part of this order (contract). The Parties familiarized themselves with the said General Purchasing Terms prior to signing this order (contract) and approve of its contents; they agree that they shall apply to their contractual relationship", or another text of equivalent meaning.
3. Further, the Offer to Contract ought to comprise:
 - a) the names of the individuals authorized to accept the subject matter of contract,
 - b) the warranty period (for purchase agreements and contracts for work),
 - c) terms of transport (if transport has been agreed or is customary).
 4. By signing the order (contract), the Contractual Partner confirms that they familiarized themselves with the Terms of Trade and accept them.
 5. Acceptance of the Offer to Contract entails that the given individual signs the Offer to Contract and states its first and last name and the name of the entity on whose behalf they are acting, and in the case of legal entities also the position of the individual who is authorized to enter into the relevant contractual relationships.
 6. By entering into the Contract, the Contractual Partner undertakes to duly deliver the subject matter of contract. Specifically, in the case of purchase agreements and contracts for work, the Contractual Partner undertakes to duly complete the work or supply the goods as defined in the Contract, to transfer the ownership title to the goods or to the work (unless the subject matter of the work is already in the ownership of MND ES), and to hand them over to MND ES along with any and all documents pertaining to the work or goods, at such place and time as specified in the Contract. MND ES undertakes to take over the work or goods at the agreed place and time and to pay the agreed price.
 7. Unless otherwise agreed in the Contract, the Contractual Partner shall pay for transport to the place of destination or, as the case may be, the expenses associated with ensuring the delivery of the subject matter of contract at the place of performance, which is in both cases the address of MND ES's seat. The Contractual Partner must choose a suitable mode of transport, taking into account the character of the subject matter of contract. In such a case, the Contractual Partner must also put the work or goods into packaging such that their safe transfer and delivery is guaranteed.

IV. Reservations, Changes and Additions to the Terms of Trade

1. MND ES hereby rules out the acceptance of an Offer to Contract in the case of additions or deviations within the meaning of Sec. 1740 (3) of the Civil Code. If the letter of acceptance of the Offer to Contract contains any reservations regarding its contents, additions, deviations, or other changes, then it qualifies as a counter-offer requiring in turn the unqualified acceptance of MND ES.
2. In negotiating the contractual terms, the Parties may agree to trade based on terms other than these Terms of Trade. Such an agreement must be made in writing and follow explicitly from the wording of the Contract. MND ES confirms its consent with such a change or reservation by way of its signature on the Contract.

V. Terms of Payment, Billing

Unless expressly agreed otherwise in the Contract, the agreed price of the subject matter of contract shall be paid as described below:

1. Upon the handover and acceptance of the work or goods, the Contractual Partner shall issue an invoice. For the subject matter of Contracts under which services or other performances are provided, the Contractual Partner may also issue invoices for partial performances or repeat performances, provided that the Handover Protocol within the meaning of Article VII (6) hereof has been issued.
2. Aside from the mandatory content set out in the generally binding provisions of statutory law, the invoice must also contain the registration number of the order (contract) or the number of the framework agreement or of the annual order of MND ES. The invoice shall be furnished with a copy of the Handover Protocol.
3. If the Contractual Partner is registered as a VAT payer in the Czech Republic, then the invoice must satisfy the requirements for tax vouchers. If the Contractual Partner is registered as a VAT payer in any

member state of the European Union, then the invoice must, aside from the content required in customary business dealings, also contain the Contractual Partner's tax identification number.

4. The payment period is 30 days from the day of delivery of the invoice to MND ES. Invoices are deemed paid on the day on which the relevant amount is charged against MND ES's account; payment shall be made via bank transfer to the account specified in the invoice.
5. If the invoice does not contain the required content or is not furnished with the required documents pursuant to paragraphs (1) and (2) above, or if its contents are in conflict with the Contract, MND ES may return such invoice to the Contractual Partner within the payment period. In such a case, a new payment period begins as of the moment in which the corrected or supplemented invoice is delivered to MND ES.
6. Invoices may be sent electronically to the e-mail address of MND ES: invoicing@mnd-es.cz. Invoices thus sent electronically must be sent from the Contractual Partner's e-mail address specified in the Contract as "e-mail for electronic invoicing". For an electronic invoice to be considered duly delivered, it must consist of a scan of the original hardcopy of the invoice which satisfies all requirements under the law and under the Contract, including the Contractual Partner's stamp on the invoice and the signature of the individual who is authorized to issue invoices on behalf of the Contractual Partner. If the Contract specifies no e-mail for electronic invoicing, it is held that the Parties did not agree on the acceptance of electronic invoices.
7. If MND ES accepts performances with minor defects or missing work, it may withhold payment of an amount of up to 10% of the price for the subject matter of contract (as a retainer), up until the moment in which all defects and missing work have been remedied. Release of the retainer is conditional upon a Protocol on the Removal of Defects and Missing Work that has been signed by both Parties. The retainer shall be released within 7 days from the day of execution of the said Protocol.
8. The Contractual Partner is not entitled to advance payments on the price of performance, unless advance payments were expressly agreed in the Contract.

VI. Performance Quality

1. The Contractual Partner undertakes to render the subject matter of contract in accordance with the terms set out in the Contract. The Contractual Partner must proceed with utmost professional care in discharging its obligations. The delivered subject matter of contract must be fit for the purpose which is set out in the Contract or was otherwise known to the Contractual Partner. In the case of purchase agreements and contracts for work in particular, absence of a more detailed specification in the Contract means that the work or the goods must satisfy the general requirements and quality standard as applies to works or goods of the given specification or similar specification.
2. The Contractual Partner undertakes to render the subject matter of contract in accordance with, and to ensure that the subject matter of contract itself will be in accordance with, the generally binding provisions of statutory law and with the current technical standards as apply to the subject matter of contract and are in force or otherwise applicable in the Czech Republic or in the target country of the subject matter of contract. The Contractual Partner must also provide MND ES with the conformity declaration.

VII. Handover and Acceptance of the Subject Matter of Contract (esp. Works and Goods)

1. MND ES is not obliged to accept partial performance of the subject matter of contract and in particular is not obliged to accept a delivery which falls short of the agreed quantity or quality or does not come with the required documentation. This restriction does not concern those subject matters of contract which consist of a repeated or long-term provision of services or other, similar performances, unless the Contract expressly states otherwise.
2. In the case of conclusion of a contract for work, the Contractual Partner's obligation to carry out the work is deemed discharged upon completion of the work in accordance with the Contract and delivery of the completed work in its entirety, including the pertinent documentation. MND ES is entitled to accept the work with minor defects or missing parts provided that they do not prevent the proper enjoyment of the work (whether by themselves or in conjunction with others).
3. In the case of a purchase agreement, the subject matter of the purchase agreement is only deemed properly delivered if it is delivered in accordance with the Contract, in the agreed quantity and quality, at the place of delivery, within the agreed time period, and comes with all

records and documents as are necessary for its standard usage. The Contractual Partner further undertakes to deliver the goods in packaging that is suitable for transport, handling (including loading and unloading) and storage of the given type of goods. Sec. 2093 of the Civil Code does not apply.

4. Aside from the obligations set out in paragraphs (2) and (3), the handover and acceptance of work or the delivery of goods is also conditional upon the performance of all agreed inspections and tests.
5. The handover and acceptance of the goods or of the work shall be recorded in a Handover Protocol. The Handover Protocol shall at the very least contain the following information:
 - a) designation of the delivered goods or work, along with quantity specifications,
 - b) a list of all underlying and related documents made available along with the goods or the work,
 - c) ascertained shortcomings / defects of the delivered goods or work, along with the deadline for their removal,
 - d) date of the handover and acceptance of the goods or work,
 - e) signatures of the persons attending the handover procedure, along with a legible specification of their names and positions and of the entity on whose behalf they act.
6. If the subject matter of contract are services or other, similar performances, then the Handover Protocol (for partial or repeat performances) may also take the form of an overview of the hours spent on providing the services during the given time period (time sheets), to be confirmed by MND ES. The provisions of the preceding paragraph apply, *mutatis mutandis*, also to such time sheets.

VIII. Inspection of Goods and Works

1. On-going inspections: MND ES may check the manner in which a given work is being carried out, and the current state of progress towards completion. If MND ES finds that the Contractual Partner carries out the work in a manner which gives rise to concerns whether the work will be completed duly and in time, MND ES may demand the provision of assurances that the work will indeed be completed duly and in time. If the Contractual Partner fails to provide such assurance, MND ES may rescind the Contract; claims for damages or other claims under the Contract remain unaffected by its rescission.
2. Inspection during the handover procedure: The individuals who are authorized to carry out the handover procedure for the work or for the goods (or, as the case may be, other individuals as specified in the Contract) must inspect the work or goods upon handover. The subject matter of such inspection is to determine whether the work or goods are in compliance with the Contract (as to quality, quantity, adherence to agreed procedures and protocols, etc.) and to identify potential defects or missing work.

IX. Passage of the Ownership Title and of the Risk of Damage and Destruction

- To the extent that the nature of the subject matter of contract allows for it:
1. The risk of damage or destruction of the subject matter of contract passes to MND ES as of the moment in which the Handover Protocol is being executed, subject to a later date agreed in the Contract,
 2. The ownership title to the subject matter of contract passes to MND ES on such terms as are set out in the generally binding provisions of statutory law.

X. Warranty of Quality; Defects of Works or Goods

1. The Contractual Partner is liable for the work or the goods (for the purposes of this Article: the "Performance") having the qualities stipulated by law and by the Contract (or, as the case may be, customary qualities) throughout the warranty period, and is liable for completeness of the Performance and for its fitness for the purpose set out in the Contract (or, as the case may be, for the customary purpose). The quality warranty extends to the Performance in its entirety, to its operability, to the quality of workmanship, and to the materials used.
2. Unless otherwise agreed in the Contract, the Contractual Partner provides MND ES with a warranty for the quality of the Performance of 24 months as of the execution of the Handover Protocol. If the subject matter of contract also includes assembly or installation, then the warranty period only begins after these additional activities have been completed. The Contractual Partner may unilaterally extend the warranty beyond this framework by way of a warranty certificate. The terms of warranty set out in the warranty certificate must not be less favorable than those ensuing from the Contract or from paragraph (1) of

this Article of the Terms of Trade. The warranty certificate must be handed over no later than upon acceptance of the Performance.

3. MND ES must bring defects to the Contractual Partner's attention promptly upon ascertaining them, and in any case no later than within 30 days from ascertaining them, whereas the date and time at which the notice of defects was sent is authoritative. In the event of defects covered by the quality warranty, MND ES may exercise its rights as a complainant up until the end of the warranty period. In the notice of defects (the complaint), MND ES must specify the ascertained defect (description of the defect and of the way in which it manifests itself, etc.), as well as the claim which it raises vis-a-vis the Contractual Partner on grounds of the defect, and the time period within which it wishes the defect to be removed. In this respect, MND ES shall set a time period of adequate duration, taking into account the character and scope of the defect.
4. The Contractual Partner must commence the removal of defects which are brought to its attention in a written notice, and ensure the on-site presence of its authorized representative for the purpose of discussing the manner and timeline for removing the defect, immediately upon receiving the notice of defects (i.e., within 24 hours). If it fails to fulfill this obligation, it is liable vis-a-vis MND ES for the damage thus caused. The Parties shall draw up a record for each defect which specifies the way in which the defect manifested itself, its scope and consequences and, as the case may be, the manner and time period in which it is to be removed. This is without prejudice to MND ES's right to stipulate the manner and time period for removing the defect at its discretion.
5. Unless otherwise stipulated by MND ES or agreed by the Parties, the Contractual Partner must remove defects which prevent proper enjoyment of the Performance within 48 hours from notification by MND ES; only in exceptional cases may the Contractual Partner exceed this time period, based on the special character of the defect - the reasons for exceeding the said time period must be approved by MND ES before the 48 hours have lapsed, or else these reasons cannot be invoked when exceeding the time period.
6. The expenses towards removing defects, or towards transporting a defective Performance (or parts thereof) for the purpose of repairwork, and the expenses for substitute deliveries (if any) are borne by the Contractual Partner, as is the risk of damage to the Performance during transport.
7. If the Contractual Partner does not remove the defects during the stipulated or agreed time period, MND ES is entitled to remove the defects itself or make use of a third party, at the expense of the Contractual Partner. The Contractual Partner shall reimburse MND ES for the expenses made towards the removal of defects within 7 days from receiving notice of their removal. In such notice, MND ES shall specify the total amount of expenses and include a list of the works carried out to remove the defects. The quality warranty remains unaffected hereby.
8. The Contractual Partner is not liable for defects covered by the quality warranty if it is shown that the defect was caused by failure to observe the terms of maintenance or regular inspection, or by failure to observe other terms and conditions arising from the Contract, provided that the Contractual Partner can show that it familiarized MND ES with all these terms.
9. Unless and until the defect has been removed, MND ES is not obliged to pay such portion of the price for the Performance as corresponds, based on a reasonable estimate, to its right to a discount.
10. The fact that a quality warranty has been agreed is without prejudice to any of MND ES's rights arising from the Contractual Partner's liability for defects of the Performance under the Civil Code (e.g. § 2112 (1), final part of the second sentence).

XI. Sanctions

1. The claim for contractual penalties arises with respect to each individual instance of a breach of contractual obligations.
2. In the event that MND ES is in default with the payment of an invoice, the Contractual Partner may charge default interest in an amount of 0.2% of the outstanding amount for each (if only commenced) day of default, but only up to 10% of the price for the subject matter of contract (not including VAT).
3. If the Contractual Partner is in default with the handover of the subject matter of contract within the agreed deadline, MND ES is entitled to demand payment of a contractual penalty in the amount of 0.2% of the total price of the subject matter of contract for each (if only commenced)

day of default. Beginning with the 15th day, the rate of this contractual penalty shall be doubled.

4. If the Contractual Partner is at the same time a subcontractor and provided that it is aware of this fact (e.g. because it arises from e-mail communication, from the order, or from the language of the Contract), MND ES may demand payment of a contractual penalty in the amount of 5% of the total price of the subject matter of contract for each (if only commenced) day of default.
5. If the Contractual Partner carries out the work in conflict with its obligations (i.e., in particular, Article VI. of these Terms of Trade), and if the Contractual Partner does not provide the assurance anticipated by Article VIII (1), MND ES may demand a contractual penalty in the amount of 20% of the subject matter of contract.
6. If defects are not timely removed within the meaning of Article X of these Terms of Trade, MND ES may demand a contractual penalty in the amount of CZK 5,000 for each (if only commenced) day of default.
7. The provisions of these Terms of Trade on default interest and contractual penalties are without prejudice to such other claims as the Parties may have under the governing law or under the Contract. Sec. 2050 of the Civil Code shall not apply.
8. Contractual penalties and default interest are payable within 14 days from the day on which the demand notice was sent.

XII. Rescission of Contract

1. Either Party may withdraw from the Contract if the Contract and/or these Terms of Trade (e.g. in Art. VIII (1), XII (2) et seq.) or the generally binding provisions of statutory law provide for such rescission.
2. A Party may withdraw from the Contract if the other Party is in material breach of the Contract. The following, in particular, qualifies as a material breach of the Contract:
 - a) default of MND ES with the payment of an invoice for more than 30 days, if MND ES fails to pay the amount owed even upon being called upon to do so by the Contractual Partner (who shall grant a sufficient time period for making amends of no less than 15 days),
 - b) failure to observe the deadline for delivery of the subject matter of contract if the Contractual Partner acts as subcontractor,
 - c) default with the delivery of the subject matter of contract for more than 30 days.
3. Further, MND ES may also withdraw from the Contract even before the Contractual Partner is in default, if it is manifest from the communication between the Parties that the Contractual Partner will not discharge its obligation under the Contract within the agreed time period.
4. If the Contractual Partner at the same time acts as subcontractor, then MND ES may withdraw from the Contract if the contract with the main customer ceases to exist because of a legal act by the said customer. For such an event, MND ES undertakes to pay a one-off compensation in the amount of 5% of the price for the subject matter of contract (but no more than CZK 300,000).
5. The rescission of the Contract does not affect previous claims for payment of a contractual penalty, nor those provisions of the Contract which by their nature bind the Parties even after the Contract has been rescinded.

XIII. VAT Clause; Permanent Establishment

1. In the Contract, the Contractual Partner must make a truthful representation as to whether or not it is a VAT payer in the Czech Republic or is registered for value-added tax in another EU member state or is a foreign entity within the meaning of the current VAT Act (i.e., it does not have its seat, place or business, branch office, place of domicile, or habitual residence anywhere on EU territory).
2. If the Contractual Partner is not a foreign entity within the meaning of the above, it must moreover specify its tax identification number (if assigned).
3. If, within the meaning of the above, the Contractual Partner is registered for value-added tax in another EU member state, and subject to a statement to the contrary in the Contract, it is held that the Contractual Partner has no seat, place of business, or branch office in the Czech Republic.
4. By entering into the Contract, the Contractual Partner undertakes to notify MND ES promptly (and in any case no later than within seven days from the day on which the relevant change occurs) of any change which occurs at any time during the existence of the Contract to any of the above-specified particulars. For the event of a breach of the obligation set out in this Article, the Contractual Partner undertakes to provide

financial compensation for the damage which MND ES incurs as a consequence of the breach of this obligation.

5. A Contractual Partner who is a foreign entity confirms by way of its signature on the given Contract that it has no permanent establishment on Czech territory. It also confirms that it is not a party to any contract which could potentially give rise to a permanent establishment within the meaning of the above-mentioned legislation. If the Contractual Partner has, or in the future attains, a permanent establishment on Czech territory within the meaning of the above-mentioned legislation or enters into a contract based upon which such a permanent establishment could come into existence, then it must notify MND ES hereof before entering into the relevant contract or, as the case may be, within no more than 30 days after the fact. If the Contractual Partner breaches this obligation, it must compensate MND ES for the expenses and for the potential damage thus incurred by MND ES.
6. By signing the Contract, the Parties confirm that they are not "unreliable payers" within the meaning of Sec. 106a of the VAT Act (Act No. 235/2004 Coll., as amended). A Party for whom this is no longer the case must notify the Party of the fact that it has been declared an unreliable payer, and must do so within three business days from the day on which the decision by the competent finance office becomes final. Within the same time period, the unreliable payer shall communicate to the other Party the bank account number of the competent financial office to which the unreliable payer reports and pays VAT. For the event that a Party is in breach of this notification duty, or has made an untruthful statement in this Article, the other Party may demand payment of a contractual penalty in the amount of CZK 10,000 for each individual breach. The provision on the contractual penalty is without prejudice to further claims for damage. Payment of a contractual penalty does not count against and must not be set off against compensation for damages owed.

XIV. EMS and OSH Clause

1. In rendering the subject matter of contract, the Contractual Partner (and all its employees and subcontractors) must act in consideration of the environment; to the extent that their activities in connection with the fulfillment of the subject matter of contract have impact on the environment, they must manage and organize their work and procedures such as to prevent any adverse influence of their activities on the environment or, as the case may be, minimize the potential endangerment of the environment. In this respect, MND ES reserves the right to inspections by its competent employees.
2. Further, the Contractual Partner undertakes to proceed, in rendering the subject matter of contract, in compliance with the laws and legal regulations of the Czech Republic and the decisions of government authorities and other public authorities concerning the protection of the environment and concerning occupational safety and health; MND ES may at any time check the Contractual Partner's compliance with this provision.
3. In applicable cases, the Contractual partner shall be further responsible for the proper handling of waste discard under Act No 185/2001 Coll, on waste, and connected executive regulations, all as in force. The Contractual partner shall perform all duties arising out of § 16 (originator of waste) of the aforementioned Act. The Contractual partner shall be responsible for discarding the waste only to the authorized person at the latest when the Subject matter of the Contract is handed to the MND ES. Discard shall be evidenced by handover of copies of respective takeover certificates or delivery notes, both signed by the representative of the authorized person; these must include at least the designation of construction, day of handover – in line with construction logbook, waste classification – in line with waste catalogue, amount of waste – in line with any respective decisions of public authorities. Under § 11 of the Act on waste, the Contractual partner shall primarily see a reuse of waste before its discard.
4. If an adverse interference with the environment occurs on the part of the Contractual Partner, MND ES may take any and all necessary measures to remedy this adverse state of affairs. These measures shall be carried out at the expense of the Contractual Partner if they are not performed by the Contractual Partner itself. Moreover, MND ES is in such a case entitled to withdraw from the Contract with immediate effect.
5. The Contractual Partner shall reimburse any expenses of MND ES and compensate MND ES for any damage (including imposed fines, penalties and other sanctions) which MND ES incurred as a consequences of the Contractual Partner's breach of obligations set out in the generally

binding provisions of statutory law or public-law decisions of any kind concerning performance under the Contract.

XV. Confidential Information

1. Any and all information and data, irrespective of their form, which MND ES provides to the Contractual Partner in connection with their mutual business dealings is considered confidential information. The Contractual Partner shall treat all such information as confidential.
2. The Contractual Partner will make commensurate efforts towards preventing the disclosure of confidential information to any third parties, companies or other entities, unless MND ES has given prior written consent. The Contractual Partner shall not issue any press releases or announcements regarding the Contract or regarding the Contractual Partner's involvement in the performance under the Contract, nor will it consent to the issuance of such press releases or announcements by others. Information which is disclosed to the mandatory extent under the generally binding provisions of statutory law is exempt from this clause. The Contractual Partner shall demand from its subcontractors and representatives that they agree with these restrictions and with the obligations set out in this clause.
3. The Contractual Partner's obligations pursuant to paragraphs (1) and (2) survive the expiry of this Contract.
4. Paragraphs (1) through (3) are not being violated if information which is protected within the meaning of paragraph (1) becomes publicly known as long as such information enters the public domain other than by unauthorized disclosure or publication of the kind prohibited by the Contract.
5. For the event of a breach of this Article, the Parties have agreed on a contractual penalty in the amount of CZK 100,000 for each individual instance of such breach, but with the proviso that the maximum contractual penalty over the entire existence of the Contract shall not exceed CZK 1,000,000.

XVI. Personal Data Protection

1. MND ES as an administrator of personal data collects and processes personal data of the Contractual Partner in accordance with the relevant legislation, that is, Act no. 101/2000 Coll., the Personal Data Protection Act, as amended, Regulation (EU) 2016/679 of the European parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), and Act no. 480/2004 Coll. on certain information society services, respective with other legal regulation, which will amend or replace them.
2. MND ES proceeds personal data of the Contractual Partner (i.e. name, surname, contact details) for the purpose of contractual negotiation and/or the purpose of the performance of a contract. Only workers of the respective departments have access to personal data within MND ES. Personal data are stored by physical or electronic means only for the minimum time required by the laws, i.e. for the time limited to what is necessary for the purpose of processing.
3. The Contractual Partner has in relation to the protection of its personal data the following legal rights: to access to its personal data, to correct or delete incorrect data, to restriction of processing, to data portability and right to lodge a complaint with the Personal Data Protection Authority against MND ES as the administrator of personal data. In case of any requests for information in relation to the personal data processing or any enquiry regarding application of its rights under this section 3., the Contractual Partner can contact MND ES on the following e-mail address: info@mnd-es.cz.

Final Provisions

1. Deviations from these Terms of Trade require a written understanding between the Parties to such effect, which must be contained in the Contract.
2. The legal relations between the Parties arising from or in connection with the Contract, as well as matters concerning its enforcement, amendments to the same, consequences of a breach of the same, its valid existence, or the consequences of its nullity, are governed by Czech law, with the exclusion of its conflict-of-law rules, and in particular by the relevant provisions of the Civil Code as amended.
3. Any disputes between the Parties as may arise from the legal relations established by the Contract shall be heard in the general court at MND ES's seat.

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4. If any provision of the Contract or of these Terms of Trade becomes invalid, inoperative, or void, the valid existence and operativeness of the remaining provisions set out in the Contract or in these Terms of Trade remain unaffected. For such an event, the Parties undertake to replace the invalid, inoperative, or void provision with a new, valid and operative provision which in its meaning comes closest to the meaning and economic purpose of the original provision.
5. The individual Contract represents the complete and full understanding between the Parties with respect to the subject matter and contents thereof, and replaces and supersedes any and all written and oral negotiations, proposals, representations, or understandings made between the Parties prior to or during the conclusion of the Contract. Previous or future established practice between the Parties shall not apply, and nor shall customs of the trade, whether observed generally or within the industry concerning the subject matter of performance, unless the Contract makes explicit reference to such practice or customs, and no rights or obligations shall be derived or inferred for either Party from such practice or customs, which shall moreover be disregarded in construing the Parties' declaration of their will.
6. The Schedules to the Contract form an integral part thereof. In the event of conflict between the wording of the body of the Contract and its Schedule, the body of the Contract enjoys priority. In the event of conflict between the wording of the body of the Contract and these Terms of Trade, the body of the Contract enjoys priority.
7. Prior to entering into the Contract, the Parties have carefully assessed the potential risks associated with performance thereunder, and they accept these risks. Both Parties accept the risk of a change of circumstances within the meaning of Sec. 1765 (2) of the Civil Code.
8. Neither Party may transfer its rights and obligations under the Contract, or the Contract itself, to a third party, unless they have first obtained the written consent of the other Party.

These Terms of Trade fully replace and supersede any prior terms of trade of MND Energy Storage a.s.

Made in Hodonín on 1 February 2022.



Ing. Karel Luner
Chairman of the Board of Directors



Mgr. Slavomír Halla, Ph.D.
Deputy Chairman of the Board of Directors