



# General Terms and Conditions for Purchasing by the Deutsche Telekom Group valid for T-Mobile Czech Republic, a.s. (GTC Purchasing)

These GTC Purchasing consist of two parts – this Part B: Specific terms for the Czech Republic and Part A: Deutsche Telekom Group applicable terms; the relevant provisions contained in Part A shall be applied in the alternative only if Part B does not define other rules.

## Part A: Deutsche Telekom Group applicable terms

### 1. Area of Application

- (1) These General Terms and Conditions for Purchasing (further referred to as “GTC Purchasing”) and any other contractual terms and conditions indicated in the Order (as defined below) shall apply exclusively to the Order and to the exclusion of any other terms that Contractor seeks to impose, incorporate, or which are implied by trade, custom, practice or course of dealing.
- (2) Only orders, calls, contracts, etc. and other declarations of intent which are placed in writing by a procurement unit of Deutsche Telekom AG or a group company within the meaning of section 1, subsection 3 (hereinafter referred to as “Customer”) shall be legally valid (hereinafter referred to as an “Order”). The requirement of written form in the sense stated above is also satisfied by communication methods provided electronically, by fax or e-mail or electronic communication methods provided by Customer for handling purchasing transactions, including full integration, web-based applications or declarations transmitted via the Order Management Tool. An electronic declaration of intent is received on the day on which it is available for retrieval by the recipient under its electronic address during normal business hours; otherwise, it is received on the next business day. In the event that a special electronic communications method provided by Customer to handle purchasing transactions is used, the relevant terms and conditions of use of the Deutsche Telekom Group shall apply to such electronic communications methods provided by it (NB e-commerce) Publisher from time to time on [www.suppliers.telekom.de](http://www.suppliers.telekom.de) under “terms & conditions”.
- (3) If Customer and Contractor has entered into a frame agreement, Deutsche Telekom AG and all companies affiliated worldwide in which Deutsche Telekom AG, directly or indirectly, holds at least 25% of the shares and/or has management control shall be beneficiaries and thus shall be entitled to place Orders under such frame agreements.

### 2. Parts of the Agreement, Order of Precedence

The following documents shall be integral parts of the agreement in the order of precedence as set forth below:

- a. the Order;
- b. the specifications;
- c. these GTC Purchasing (consisting of Part A and country specific terms and conditions set out in Part B, while in case of inconsistencies Part B shall prevail); and
- d. the Supplier Code of Conduct, published from time to time on [www.suppliers.telekom.de](http://www.suppliers.telekom.de) under “terms & conditions”.

### 3. Quality Management, Environmental Protection

- (1) Contractor is obliged to take back, free of charge, the packaging material and to collect and dispose of it in compliance with the law. Contractor shall upon request provide, proof of such disposal. If Contractor fails to comply with this obligation, Customer is entitled to have the collection and disposal undertaken at Contractor's expense.
- (2) Contractor shall adhere to the respective local environmental regulations (e.g. the EU Directives RoHS and WEEE incl. country implementations) and assume Customer's obligations resulting therefrom. If such obligations are not transferable, Contractor will support Customer in meeting its obligations. In particular Contractor shall, at no extra costs and according to Customer's instructions, mark the products if required with an identification of the producer and the any required symbols.
- (3) Contractor will meet all obligations arising from local packaging regulations and provide Customer with proof thereof on request and assume Customer's obligations arising from such packaging regulations. If such obligations are not transferable, Contractor will support Customer in meeting these obligations. Should, by way of exception, Customer be regarded as the initial

distributor who puts sales packaging filled with goods and typically arising at the private end consumer into circulation for the first time, Contractor shall be obliged to inform Customer of this fact at the latest at the time of placing the Order.

- (4) Contractor will comply at its own expense with all applicable chemical related regulations (e.g. the EU REACH Regulation no. 1907/2006) imposed on Contractor and Customer. If, according to such regulations, such obligations are not transferable from Customer to Contractor, Contractor shall immediately inform Customer thereof and support Customer in meeting such obligations to the maximum extent possible. If Contractor's registered office is outside of the European Union, Contractor shall, at its own expense, appoint a representative registered within the European Union that shall comply with the obligations under Article 8 of the REACH Regulation and inform Customer about such appointment.
- (5) Regarding further specific rules see Part B: Country specific terms.

#### **4. Integrity and Cooperation, Social Charter**

- (1) The Customer has designed core principles and values which demonstrate the Customer's willingness to share its business ethics, the social and environmental commitments with its suppliers. Such principles and values are outlined in the documents "Code of Conduct" and "Social Charter" (published on [www.suppliers.telekom.de](http://www.suppliers.telekom.de) under "terms & conditions"). The Contractor agrees to take all necessary measures to prevent and to sanction any case of active or passive corruption. Details are set forth in the Corporate Social Responsibility and Anti Corruption Clause which shall constitute an integral part of the agreement in respect of an Order.
- (2) Contractor shall immediately notify Customer in writing as soon as it becomes aware of any actual or likely breach of the Social Charter by Contractor or subcontractor. Contractor shall avoid anything that might harm Customer's brand image or endanger its security of supply.
- (3) Contractor shall comply (and shall ensure their personnel, contractors and vicarious agents are notified and fully comply) with the security provisions of Deutsche Telekom Group. In particular, Contractor shall comply with the "Security Regulations for Building and Property Security of Deutsche Telekom AG and of its Subsidiaries for Contractors and their Employees/Vicarious Agents", as amended from time to time and published on [www.suppliers.telekom.de](http://www.suppliers.telekom.de) and shall obligate the persons deployed to perform the Order to do the same. Customer may include security provisions in Order(s) or the documents on which such Order(s) are based. In the event of a conflict, the additional security

provisions shall take precedence over those set out herein

- (4) If work is to be performed at Customer's securitysensitive sites, Contractor shall ensure that only staff who have passed the security check in accordance with local security clearance checks are employed.

#### **5. Terms of Delivery, Scope of Services, Prices**

- (1) The price agreed upon in the agreement is a fixed price including delivery "free place of destination". The price covers the entire transport, insurance, packaging and other incidental costs and charges through to delivery/setting-up ready for service at the place of receipt/installation site indicated by Customer, unless otherwise agreed.
- (2) Unless explicitly agreed otherwise, in case of deliveries from abroad the delivery clause "DDP excl. Import VAT" (Incoterms 2010) named place of destination shall apply, so that import VAT shall be borne by Customer.
- (3) The price includes the costs of any installation, integration and transference work which may become necessary and which shall be performed by Contractor without disturbing current operations. If necessary this work shall be undertaken outside normal working hours.
- (4) The relevant instructions for the operation, handling, use and service and other documents shall be delivered in the language customary in the country of Customer's contracting unit. The instructions and documents are included in the price.
- (5) Every consignment shall be accompanied by a delivery note. Delivery notes (and if specifically agreed, dispatch notes) must contain:
  - number, reference number and date of the Order,
  - number of any partial consignment;
  - number and date of the delivery note;
  - date of dispatch;
  - any information on the type and size of the consignment along with materials numbers and item numbers specified in the Order; and
  - mode of dispatch.
- (6) Where invoicing on an hourly or daily basis is agreed, no further costs in relation to travel, waiting times and/ or travel expenses shall be payable.
- (7) Contractor shall offer Deutsche Telekom AG (and its group companies within the meaning of section 1, subsection 3) Contractor's products, work and/or services at the most favorable terms, conditions and prices which Contractor grants to Deutsche Telekom AG itself and/or any company of its group worldwide with regard to quantity, quality and market conditions for comparable products, work and/or services. Deutsche

Telekom AG and its group companies reserve the right to exchange the respective information.

## **6. Time of Performance**

- (1) The agreed time of performance is binding.
- (2) Unless explicitly agreed otherwise, early and/or partial performance requires Customer's express written consent. Any performance effected prior to the agreed date shall not affect the start of a payment period linked to the date of performance.
- (3) Contractor shall immediately inform Customer in writing if circumstances arise or become noticeable which could result in failure to meet the agreed time of performance.
- (4) The provision of the products, work and/or services in a condition eligible for acceptance shall be authoritative for determining whether the performance has been provided duly on time.

## **7. Rescission or Termination for Good Cause**

Either party may rescind or terminate the agreement if (a) with respect to the other party's assets insolvency proceedings have been initiated or a petition for such proceedings has been filed with the court, (b) the initiation of insolvency proceedings has been rejected due to a lack of sufficient insolvency assets to cover the cost of the proceedings, (c) the other party has suspended payments on a not merely temporary basis, (d) the other party ceases its business operations or the part thereof relevant for the contractual performance, (e) the other party continues to not to fulfil its obligations set forth in this agreement and/ or does not eliminate the consequences of incurred violation within 7 (seven) days after delivery of a written notice stating that violation or (f) if a similar event occurs which corresponds to the aforementioned situations under the laws in effect at the place of business of the affected party.

## **8. Liability for Defects**

- (1) In case of an epidemic failure (frequency of errors significantly above the error frequency rate specified or to be expected normally), Customer shall be entitled to demand that all delivery items in the series concerned be replaced free-of-charge, regardless of whether the defect has already become apparent or not with regard to an individual item of that series. In addition, Contractor shall compensate Customer for any additional costs and expenses that it may have incurred as a result of the epidemic failure (including, but not limited to, the costs and expenses for inspections of incoming goods, logistics, etc.). Customer's other rights and remedies shall remain unaffected.

- (2) Regarding further specific rules see Part B: Country specific terms.

## **9. Rights of use**

- (1) Contractor shall grant Customer the non-exclusive, global, irrevocable, transferable and unrestricted right of use on any number of CPUs of the software to perform the functions included in its scope of service. Customer may at any time obtain further licenses with the same rights of use. Customer may make copies to the necessary extent for training, back-up and archival purposes.
- (2) To the extent that the performance involves an individual service for Customer, Customer shall obtain an exclusive, irrevocable, transferable right of use which is not limited in time, territory or content and which is covered by the remuneration. Such right of use includes (without being limited to) the right to publish the documents completely or parts thereof, and duplicate, alter or process them including (without being limited to) making further use of them for followup agreements with third parties.
- (3) Contractor is obligated to immediately notify Customer in writing if open source software is to be used in the provision of the service.

## **10. Third Party Right**

- (1) Contractor guarantees that no intellectual property rights of third parties exist which conflict with the intended use of the contractual services by Customer and that no further licenses, approvals, consent or payments are required in association with intellectual property rights of third parties so that Customer can use the contractual services as stipulated in this Agreement or in the relevant Order.
- (2) Each party shall immediately notify the other party of any claim related to said third party intellectual property rights made or threatened against the other Party and/ or if it becomes aware of any infringement or alleged infringement of any third party rights in connection with the contractual services.
- (3) On written request, Contractor shall fully indemnify Customer from any and all legal actions, demands, costs, charges, losses, claims and expenses suffered by Customer as a result of the infringement or alleged infringement of any third party intellectual property rights. In addition to these duties, Contractor may, at its own discretion and at its own expense either:
  - (a) modify or replace the services in a way that prevents third party rights from being infringed or allegedly infringed, however which ensures that the services continue to comply with the contractually agreed requirements in all respects; or

- (b) obtain the right for Customer to (further) use of the services in accordance with the agreement.
- (4) If Contractor fails to cease the infringement of third party intellectual property rights, Customer shall (at its sole discretion) be entitled to withdraw from the relevant Order and to make claims for compensation or for a corresponding reduction of the purchase price and/or the licensing fee.

#### **11. Confidentiality, Data Protection**

- (1) Both parties shall treat in confidence all information from the business of the other party of which they become aware through the business relation and which is not generally available. Such information shall not be used for their own or third parties' purposes.
- (2) Contractor shall comply with all secrecy of telecommunications and data protection provisions and, in particular, the protection of personal data.
- (3) All documents made available to Contractor by the Customer shall remain Customer's property. Upon Customer's request Contractor shall return or destroy the documents together with all copies.
- (4) Contractor undertakes to explicitly and demonstrably inform its employees, vicarious agents and subcontractors that Customer collects and processes the following personal data on them for the purposes of guaranteeing statutory regulations and its legitimate business interests: title, surname, first name, date of birth, street, zip code, town and country.
- (5) Any mention of Customer as a reference shall require Customer's prior express consent in writing. Once granted, this consent shall continue to be valid until it is withdrawn. Customer shall be entitled to withdraw such consent at any time without notice and without stating the reasons.
- (6) The obligations in this section 11 shall continue after the expiry of the agreement.
- (7) Regarding further specific rules see Part B: Country specific terms

#### **12. Performance of the Agreement by third parties**

- (1) The deployment of third parties as subcontractors shall require the prior written consent of Customer.
- (2) If Customer gives its consent, Contractor shall ensure that all subcontracts awarded under the relevant Order are drawn up in such a manner that Contractor is fully able to meet its obligations to Customer.
- (3) Notwithstanding any consent, Contractor shall remain full liable for the acts and omissions of its subcontractors.

#### **13. Independent Service Provision**

- (1) Contractor shall provide the contractual services independently and on its own responsibility.
- (2) If the project requires the services to be provided, in part, on Customer's premises, Contractor shall be prepared to provide the services to this extent in the relevant facilities. The parties shall agree on the relevant place of performance, taking the project requirements into account.
- (3) Contractor is solely responsible for providing instructions to its employees and those of the subcontractors it engages. Contractor is free to organize the provision of its services and to schedule its activities. If required by the project Contractor shall cooperate with other parties involved in the project to coordinate activities and meet agreed deadlines.

#### **14. Invoices, Terms of Payment**

- (1) Invoices shall be submitted after the service has been provided in full.
- (2) Invoices shall be sent solely to the invoice address specified in the Order.
- (3) Contractor shall submit a verifiable invoice of its services. In particular invoice line items must match order items. Part payments and final payments are to be marked as such and listed individually in numbered sequence. The invoice shall contain Customer's business unit placing the Order, Order number and the place of receipt. The invoice shall be in accordance with the applicable local taxation law. If the invoice does not comply with the aforementioned requirements, Customer reserves the right to return the outstanding invoice in order for Contractor to complete or correct it. In such a case, the payment period shall begin only after the completed or corrected invoice has been received by Customer. Even if Customer does not make use of the aforementioned proviso, Customer shall not be responsible for any delay in payment. The invoice with the address given in the Order shall not be issued before the day of performance in accordance with the agreement.
- (4) Amendments and supplements to the agreement are to be clearly indicated on the invoice and shall only be paid for if agreed upon in writing before being carried out.
- (5) The prices agreed are net prices. If applicable, value added tax to the statutory amount shall be added.
- (6) The invoice shall not be paid before the service has been provided.

- (7) Unconditional payment of the invoiced amount by Customer does not constitute recognition of Contractor's services as being in accordance with the agreement.
- (8) Customer may deduct any withholding taxes which may possibly accrue from the price to be paid and pay them to the fiscal authorities on account for Contractor unless a valid certificate of exemption is provided by Contractor.
- (9) Regarding further specific rules see Part B: Country specific terms.

#### **15. Assignment of claims**

- (1) Customer shall be entitled to assign its rights and obligations arising from the agreement individually or in whole to any group company within the meaning of section 1, subsection 3. Such an assignment shall not require Contractor's consent.
- (2) Regarding further specific rules see Part B: Country specific terms.

#### **16. Set-off**

- (1) Customer shall be entitled to assign its rights and obligations arising from the agreement individually or in whole to any group company within the meaning of section 1, subsection 3. Such an assignment shall not require Contractor's consent.
- (2) Contractor may only offset such claims which are undisputed or recognized by final and binding judgment.

#### **17. Foreign Trade Regulations**

- (1) Contractor shall (at its own expense) comply with all applicable foreign trade regulations in connection with a delivery including but not limited to obtaining all authorizations required under export laws.
- (2) For any delivery of goods, Contractor shall provide Customer with the following information:

- (a) Statistical Commodity Code in accordance with the Harmonized System of the World Customs Organization (WCO);
- (b) Country of origin of the goods (where applicable, in accordance with EU preferential agreements); and
- (c) Any foreign trade information and documents relevant for shipment (weight of the goods, customs number, VAT ID).

The information defined under a. and b. shall be provided as either as separate information prior to shipment or, at the latest, as an annotation on Contractor's invoices.

- (3) If Contractor delivers goods of U.S. origin or primarily of U.S. origin, it shall be obliged to provide Customer with the Export Classification Number (ECCN) and to identify any applicable "license regulations" or "license exceptions" according to U.S. re-export laws.
- (4) To the extent that Contractor has obtained goods and/or services either wholly or partially from third parties, it shall guarantee that they have been obtained from secure sources, and that they have been exported, imported or introduced under observation of and in compliance with the legal export regulations of the country of manufacture/dispatch.

#### **18. Final Provisions**

- (1) The place of performance shall be the place of final destination indicated by Customer.
- (2) Notwithstanding the legal invalidity of individual items, the remainder of the agreement shall remain binding. However, this shall not apply if adherence to the agreement would constitute an unreasonable hardship for one party.
- (3) Regarding further specific rules see Part B: Country specific terms.

## Part B: Specific terms for the Czech Republic

### 1. Scope of Applicability

- (1) These General Terms and Conditions for Purchasing of the Deutsche Telekom Group applicable to purchasing goods, producing and receiving a work and receiving services provided (the "GTC Purchasing") shall govern any and all legal relationships between T-Mobile Czech Republic a.s. (the "Customer") and the contractor (the "Contractor") specified in the order (the "Order") the subject matter of which is the purchase of goods by the Customer, the production of a work for the Customer or the receipt of services provided by the Contractor to the Customer (further referred to jointly as the "performance").
- (2) These GTC Purchasing consist of two parts – this Part B: Specific terms for the Czech Republic and Part A: Deutsche Telekom Group applicable terms; the relevant provisions contained in Part A shall be applied in the alternative only if Part B does not define other rules.
- (3) Should the Contractor's business terms and conditions contain provisions that are different from or in conflict with these GTC Purchasing, these GTC Purchasing shall be binding upon the relationship between the Customer and the Contractor, unless the Customer expressly undertakes otherwise in the Order. Should the Order or, as the case may be, contract entered into between the Customer and the Contractor contain provisions different from these GTC Purchasing, the arrangements agreed in the Order or contract shall apply.
- (4) The Contractor acknowledges and agrees that Orders may be both in written and in electronic form, without the signature of the Customer's authorised representative.

### 2. Creation of a Contractual Relationship, Use of a Subcontractor

- (1) A contractual relationship shall be created upon the acceptance of the Order by the Contractor within two (2) working days of the delivery thereof to the Contractor (the "Agreement"). Should the Order not be accepted within this time limit (or should the fiction set out in paragraph 2 of this Article not be met), no Agreement shall be concluded and the Customer shall no longer be bound by the Order after the expiry of this time limit.
- (2) Should the Contractor provide performance (including partial performance) or should it start providing the performance in accordance with the Order during the time limit for the acceptance of the Order, this shall be considered acceptance of the Order by the Contractor without any reservations and conclusion of the Agreement.
- (3) In the event of any deviations from the Order, be it when accepting the Order or performing the Agreement, the Contractor shall clearly mark such deviations and request the Customer's written consent thereto.

Otherwise such deviations shall not be considered part of the Agreement and shall not be binding upon the Parties.

- (4) The Contractor may use a subcontractor only upon prior express written consent from the Customer, which shall form part of the Agreement. If, based on a prior express written consent from the Customer, the Contractor employs a subcontractor or other persons to perform the duties under the Agreement, the Contractor shall indemnify the Customer for any harm caused by them as if the Contractor itself has caused the harm; the Contractor shall do so also in the case that the subcontractor or such third party undertook to carry out a particular activity within the Contractor's performance independently.

### 3. Price and Payment Terms and Conditions

- (1) For the performance, the Customer shall pay the price agreed with the Contractor. The price shall be understood as the price without Value Added Tax. Unless otherwise expressly stated in the Agreement, this shall be a maximum price containing any and all costs relating to the delivery and provision of the performance, as well as fees and taxes such as freight, packaging fees, installation, customs duties, etc. Should the Contractor generally reduce its prices during the period from the conclusion of the Agreement until the provision of the performance to the Customer (if goods or works are delivered through a carrier, until the handover thereof by the carrier to the Customer), the Contractor shall in time allow the Customer to hold negotiations on new prices. Unless otherwise agreed in the relevant Agreement, the Contractor may not request partial payment of the price before the acceptance by the Customer of the last part of the performance (i.e., goods, services or work); the Contractor may not do so even if the performance is provided in parts, entailing significant costs for the Contractor and/or a part of the performance has already been completed or provided. The Contractor assumes the risk of a change of circumstances pursuant to Section 1765(2) and Section 2620(2) of the Civil Code.
- (2) The Contractor may issue a tax document (invoice) no earlier than after the performance has been accepted by the Customer in accordance with the conditions defined in these GTC Purchasing. Unless expressly stated otherwise in the Agreement, the price shall be paid through bank transfer into the Contractor's bank account and shall be payable within 60 days from the date of delivery of the tax document (invoice) to the Customer. Payment is deemed effected when the relevant amount is debited from the Customer's account in favour of the Contractor's account. In the event of any doubts, a tax document shall be considered

- delivered on the fifth working day following its provable sending. Tax documents (invoices) shall contain the elements required by the legal regulations in force, Order number and name of the Customer's contact person specified in the Agreement. The tax document (invoice) shall be correct in terms of facts, i.e. the amounts invoiced and unit prices shall correspond to the Agreement. The number of units and the amount shall correspond to the actual extent of the delivery provided in accordance with the Agreement. Should the tax document fail to contain the above elements, the Customer may return the tax document (invoice) or a copy thereof for correction or amendment. In such a case, the tax document (invoice) shall be considered undelivered to the Customer. A new maturity term shall commence on the delivery date of the corrected tax document (invoice). If the Contractor is not a VAT payer, the documents issued by the Contractor shall contain the applicable elements of a tax document.
- (3) Unless expressly stipulated otherwise in the Agreement, the Contractor shall attach to the issued tax documents (invoices) the original delivery notes and handover records signed by the Customer's contact person. The Customer may request from the Contractor that other documents stipulated in the Agreement, documenting the Contractor's right to the issuance and payment of the respective tax document (invoice), be attached to the tax documents (invoices). The agreed attachment to the tax document shall be considered a required element of a tax document pursuant to paragraph 2 of this Article of these GTC Purchasing.
  - (4) In tax documents (invoices), the prices shall always be stated in Czech crowns. Only if the price is agreed in a currency other than Czech crowns in the Agreement, the price shall be stated in the agreed currency in the tax document (invoice).
  - (5) The invoicing address shall be identical to the Customer's address stated in these GTC Purchasing.
  - (6) In the event of the Customer's delay in the payment of a duly issued tax document (invoice), the Contractor may demand late payment interest in the amount of 0.01% of the amount due for each day of delay. The late payment interest shall be payable within 30 calendar days of the date of delivery of the accounting document in which the respective late payment interest will be charged.
  - (7) The Customer may set off its claims against the Contractor's claims when paying the price.
  - (8) The Parties have agreed that should there occur any circumstance in relation to the Customer or to the performance provided by it, as a result of which a guarantee for the tax levied by the Contractor may be claimed pursuant to the VAT Act, (i) the Customer shall be entitled not to pay to the Contractor the VAT charged by it but to pay it directly to the tax administrator, and (ii) the Customer shall be entitled to withdraw from the Agreement.
  - (9) If the Contractor is registered for value added tax in the Czech Republic, the Contractor is obliged to use for the purposes of receiving any payments from the Customer and indicate in the relevant tax and other documents related to the payment only such an account that is published by the tax administrator in a way that enables remote access in accordance with §96 and §98 of Act No. 235/2004 Coll., on value added tax, as amended. If an account other than an account meeting the conditions according to the previous sentence is indicated on the tax document or other document, the Customer is entitled to return such tax or other document to the Contractor within the due date without reimbursement for correction.
- #### 4. Delivery and Acceptance of Goods, Contractual Penalty
- (1) The Contractor shall deliver goods in accordance with the DDP (Delivered Duty Paid) delivery clause, INCOTERMS 2010, unless stipulated otherwise in the Agreement. The place of delivery shall be the address specified as the place of delivery in the Agreement. If no place of delivery is specified in the Agreement, the Contractor shall deliver the goods to the address of the Customer's registered office. The same shall apply to substitute deliveries for faulty deliveries and all recurring deliveries.
  - (2) Along with the delivery of goods, the Contractor shall hand over to the Customer any and all necessary documentation required by the respective regulations concerning the subject matter of the purchase (instructions, manuals, etc.) in Czech, unless stipulated otherwise in the Agreement. In the case of delivery of technical equipment or devices, proper training of the authorized employees of the Customer shall form part of the delivery, which training shall be included in the price of the subject matter of the Agreement.
  - (3) Before the delivery of goods, the Customer may request that the delivery of the goods take place at a place of delivery in the Czech Republic other than that stated in paragraph 1 of this Article provided, however, that the Customer notifies the Contractor of such a request in writing and on time, at least one (1) working day before the actual dispatch of the goods by the Contractor. The Contractor shall deliver the goods to the newly designated place as requested by the Customer.
  - (4) The Contractor undertakes to deliver the goods on the date or within the period specified in the Agreement.
  - (5) The goods shall be packed in a manner allowing the safe transportation thereof to the place of delivery and protecting the goods sufficiently from external influences. The Contractor shall also ensure the collection of the packaging in accordance with the applicable laws and regulations, particularly with Act No. 477/2001, on Packaging and Amendments of Certain Acts, as amended, unless agreed otherwise.
  - (6) Unless stipulated otherwise in the Agreement, the delivery or performance time limits specified in the

Agreement shall be binding. The Contractor shall promptly inform the Customer of any expected delay in the delivery of goods or performance. If only a partial delivery can be provided on time, the Contractor shall provide at least such a partial delivery within the agreed time limit, unless the Customer orders the Contractor in writing to provide the entire delivery within an agreed later time limit. Such agreement of a later time limit for the delivery shall not affect the Customer's right to a contractual penalty in accordance with these GTC Purchasing. If it can be justifiably assumed already within the duration of the delivery period that the Contractor will be unable to comply with the agreed delivery date, the Customer may take any and all adequate measures to prevent the imminent delay at the Contractor's expense and risk.

- (7) Along with goods, the Contractor shall deliver any and all documents in the Czech language necessary for the acceptance and use of the goods.. Upon the acceptance of the performance by Customer, the parties shall sign a delivery note or an acceptance protocol. The delivery note or acceptance protocol must include a description of the performance to be taken over in accordance with the Agreement, the quantity and specific identification details of the performance (e.g., production, serial numbers or IMEI in the case of mobile devices). This shall also apply if the performance is taken over in accordance with the Agreement directly by the Customer's client or by a third party, as the case may be. Acceptance of the performance shall be deemed to occur when the delivery note or acceptance protocol is signed by both parties or by persons authorized to accept the performance in accordance with the Agreement. The delivery note and acceptance protocol must include the full name of the signing person and their relationship to the contractual party.
- (8) Should the Contractor be in delay by more than five (5) working days in the delivery of goods or part thereof, the Contractor shall pay to the Customer a contractual penalty in the amount of 0.5% of the value of the performance in accordance with the respective Agreement for each new commenced calendar day of delay. The Contractor shall pay the contractual penalty within ten (10) days of the delivery of a written notice from the Customer. The Customer's right to damages, if applicable, shall remain unaffected by the payment of the contractual penalty in accordance with this provision.
- (9) In the event of the Contractor's delay in delivery or performance, the Customer may withdraw from the Agreement upon the expiry of an additional adequate period for the performance of the obligation by the Contractor.

## **5. Acceptance of a Work, Delivery of Services, Contractual Penalty**

- (1) The Contractor shall produce a work or provide services

on the date or within the time limit specified in the Agreement.

- (2) If the subject matter of the Agreement is the production of a work, the Contractor shall be obliged to demonstrate the fitness of the work for use pursuant to Section 2605 of the Civil Code and the Customer may test the work during a maximum period of two weeks from the delivery thereof with respect to whether it meets the agreed conditions and whether it is free of defects (acceptance procedure). The Contractor shall allow the Customer to inspect the work. If the work meets the agreed conditions and is free of defects, the Customer shall accept the work. Upon the acceptance of the performance by Customer, the parties shall sign a delivery note or an acceptance protocol. The delivery note or acceptance protocol must include a description of the performance to be taken over in accordance with the Agreement, the quantity and specific identification details of the performance (e.g., production, serial numbers or IMEI in the case of mobile devices). This shall also apply if the performance is taken over in accordance with the Agreement directly by the Customer's client or by a third party, as the case may be. Acceptance of the performance shall be deemed to occur when the delivery note or acceptance protocol is signed by both parties or by persons authorized to accept the performance in accordance with the Agreement. The delivery note and acceptance protocol must include the full name of the signing person and their relationship to the contractual party. Should the work fail to meet the agreed conditions or should it show defects, including those not hindering its use, the Customer shall notify the Contractor of the existing defects and refuse acceptance within two (2) weeks, or the Customer may accept the work only partly. In such a case, the Contractor shall remove the ascertained defects within ten (10) days of the notification thereof. Should the Contractor fail to remove the defects within ten (10) days, the Customer may exercise its statutory rights, particularly the right to withdraw from the Agreement, and the Customer may have the defect removed by a third party at the Contractor's expense.
- (3) Unless agreed otherwise, the delivery or performance time limits specified in the Agreement shall be binding. The Contractor shall promptly inform the Customer of any expected delay in the delivery of performance in accordance with the Agreement. If only a partial delivery of performance can be provided on time, the Contractor shall provide at least such a partial delivery within the agreed time limit, unless the Customer orders the Contractor in writing to provide the entire delivery within an agreed later time limit. Such agreement of a later time limit for the delivery shall not affect the Customer's right to a contractual penalty in accordance with these GTC Purchasing. If it can be justifiably assumed already within the duration of the delivery period that the Contractor will be unable to comply with the agreed delivery date, the Customer may take any and all



adequate measures to prevent the imminent delay at the Contractor's expense and risk.

- (4) Along with services provided or work produced, the Contractor shall deliver any and all necessary documents in the Czech language. Proper training of the authorized employees of the Customer shall form part of the delivery or, as the case may be, acceptance of work, which training shall be included in the price of the subject matter of the Agreement.
- (5) Should the Contractor be in delay by more than five (5) working days in the production of a work or a part thereof or in the provision of services, the Contractor shall pay to the Customer a contractual penalty in the amount of 0.5% of the value of the performance in accordance with the respective Agreement for each new commenced calendar day of delay. The Contractor shall pay the contractual penalty within ten (10) days of the delivery of a written notice from the Customer. The right to damages, if applicable, shall remain unaffected by the payment of the contractual penalty in accordance with this provision.
- (6) In the event of the Contractor's delay in delivery or performance, the Customer may withdraw from the Agreement upon the expiry of an additional adequate period for the performance of the obligation by the Contractor.

#### **6. Liability for Defects, Quality Guarantee**

- (1) The Contractor shall be liable with respect to the Customer for defects in the performance existing at the moment of the acceptance thereof by the Customer and for defects in the performance that manifest themselves during the warranty period.
- (2) Unless a longer warranty is provided by the Contractor or manufacturer, the warranty period for the performance provided (in particular goods delivered or work produced) shall be 24 months and shall commence upon acceptance of the goods or work.
- (3) The Contractor shall remove the claimed defects in the performance within ten (10) working days from such defects being claimed. The place of claiming defects is the Customer's registered office. Any and all costs related to the removal of defects, including travel expenses, assembly, disassembly, etc. shall be borne by the Contractor. Should the Contractor fail to remove the defects, the Customer may exercise its statutory rights, particularly the right to withdraw from the Agreement, and the Customer may have the defect removed by a third party at the Contractor's expense.
- (4) The performance provided shall comply with all legal regulations of the Czech Republic and European Union in force applicable to such performance at the moment of delivery, including recommended technical standards, ergonomic regulations, safety and security regulations and environmental regulations.

#### **7. Title and Danger of Damage**

- (1) Title to the performance shall pass to the Customer on the date of the acceptance thereof.
- (2) Danger of damage to the performance shall pass to the Customer on the date of the acceptance thereof.

#### **8. Use of Software and Other Works Covered by Copyright**

- (1) If the Contractor's performance involves the creation of a copyrighted work (e.g., software), the Contractor shall provide to the Customer the right to use the copyrighted work (the "Licence") both to the work as a whole and to its individual parts. The Licence is provided as exclusive, permitting to use the copyrighted work in any manners known, not limited in quantity and territory and limited in time only to the extent of the duration of the proprietary copyright to the copyrighted work. The Contractor undertakes to refrain from using the copyrighted work to the extent of the Licence granted to the Customer. The Customer is not obliged to use the Licence. The Licence is transferrable and the Customer may, on its basis, grant a sublicense to a third party or assign the Licence to a third party, without the need of obtaining any additional consent from the Contractor. The Customer is not obliged to inform the Contractor of the assignment of the Licence or of the identity of the assignee. The Customer may, at its own discretion, alter and interfere with the copyrighted work and combine it with other works, also via a third party. The Customer may also introduce the copyrighted work in its original or altered form to the public under its name and designation. If the copyrighted work is software, the Customer acquires the Licence both to its machine and source code, and the Contractor is obliged to provide the Customer with the documented source code to such computer program.
- (2) The provisions stated above apply also to all technical solutions, conceptions, know-how, procedures or methods for data processing, analytical tools, working documentation, diagrams, schemes and concepts, if developed by the Contractor while providing the performance and provided that they do not have the nature of copyrighted work.
- (3) If, within the provision of the performance, a co-authored work is created by the activities of the Contractor and the Customer and if the Parties fail to expressly agree otherwise, the following assumptions will apply:
  - (a) the Customer will be deemed entitled to exercise the proprietary copyrights to the co-authored work as if it was the only party authorised to exercise the same;
  - (b) the Customer will be deemed entitled to use the co-authored work to the extent to which it is entitled to use the Contractor's copyrighted work under these GTC Purchasing;
  - (c) the Contractor will be deemed to have granted to the Customer its consent to any alteration of or interference with the co-authored work;

- (d) the Customer will be deemed entitled to receive any proceeds of the copyright to the co-authored work.
- (4) If, within the provision of the Performance, the Contractor provides to the Customer copyrighted work which was not created as part of the performance and to which the Contractor grants (or procures the granting of) the Licence as part of the performance (e.g., off-the-shelf software not developed exclusively for the Customer), the conditions applicable to the Licence as set out in paragraph 1 of this Article shall apply and such Licence shall be provided as non-exclusive.
- (5) The price for the provision of the authorization by the Contractor pursuant to this Article shall be fully included in the price of the performance, which also includes the copyrighted work.

#### **9. Copyright and Industrial Property Rights in Relation to Third Parties**

- (1) The Contractor shall ensure that the Customer (also in the case of re-sale of the performance) is authorized to use the performance provided (in particular goods or work) which is covered by copyright, industrial property rights or trademark rights and provide such performance to third parties for consideration or free of charge, in accordance with the applicable legal regulations, and ensure that no claims are asserted against the Customer by third parties due to infringement of copyright, industrial property rights, trademark rights or other rights.
- (2) The Contractor shall be responsible for ascertaining the situation as specified in paragraph 1 of this Article. Should a third party assert a claim against the Customer due to the infringement of copyright, industrial property rights or other rights, the Contractor shall ensure remedy and shall bear any related costs. The Contractor shall also bear any and all costs of defence against the unjustified assertion of rights against the Customer. The Contractor shall further be obliged to indemnify the Customer for any harm which it incurs in connection with it.
- (3) The Customer shall promptly inform the Contractor in writing of any claims asserted by a third party pursuant to paragraph 2 of this Article and shall allow the Contractor to take the necessary legal, technical or other defensive measures. The Contractor shall continually inform the Customer of the status of the proceedings and the measures taken.
- (4) In the event of infringement of copyright, industrial property rights, trademark rights or other rights, the Contractor shall ensure, at its own expense, for the Customer the right to continue using and providing to third parties the performance with respect to which a claim has been asserted due to infringement of copyright, industrial property rights, trademark rights or other rights, or shall replace the performance with similar goods, work or service with the same qualities

which do not infringe copyright, industrial property rights, trademark rights or other rights, or shall modify the performance in such a manner that the goods or works remain the same in the material respects but no longer infringe copyright, industrial property rights, trademark rights or other rights.

#### **10. Customer's Ownership**

- (1) Any and all items or documentation provided by the Customer to the Contractor based on the handover record to fulfil the subject matter of the Agreement shall remain the property of the Customer and the Contractor shall promptly return such items or documentation upon the fulfilment of the subject matter of the Agreement by the Contractor.

#### **11. Confidential Information and Protection of Personal Data**

- (1) For the purposes of these GTC Purchasing, "Confidential Information" shall be understood as such information which the Parties may consider – with respect to the nature of the information – information in the secrecy of which the other Party may be deemed to be justifiably concerned or which is not available in the business sphere. For the purposes of these GTC Purchasing, Confidential Information shall also be understood as information concerning the Customer's clients.
- (2) The Parties have agreed that should they receive Confidential Information in such a manner from the other Party, they shall treat such Confidential Information as if it were their own trade secret, and that it is not necessary to designate each piece of such information as "Confidential", which, however, does not exclude the possibility of designating the information as "Confidential" in individual instances necessitating a greater degree of secrecy. The Parties also acknowledge that some of the Confidential Information may constitute a trade secret of the other Party protected in accordance with the applicable provisions of the Civil Code.
- (3) The Parties undertake that any and all Confidential Information obtained from each other shall be used exclusively for the purpose for which it is designated by the disclosing Party. The receiving Party undertakes to exercise due care, however, in no event to a lesser extent than the extent of care exercised for the protection of its own Confidential Information of similar importance, to protect the Confidential Information from unauthorized use, provision, publication or dissemination.
- (4) The receiving Party may disclose or make the Confidential Information available without prior consent of the disclosing Party only upon a request from the court or any other statutory request or duty. The receiving Party shall inform the disclosing Party of such an occurrence without undue delay, unless prevented by a statutory limitation.

- (5) The disclosing Party agrees that the receiving Party may, at present or in the future, obtain internally or from third parties, without breaching the duties arising from these GTC Purchasing, such information that may be of a similar nature to the information from the disclosing Party. Information obtained in this manner may then be disclosed without any limitation. The receiving Party shall prove the obtaining of such information upon a request from the other Party.
- (6) Any and all Confidential Information shall remain the property of the disclosing Party and no authorizations or other rights relating to such information, with the exception of the right to use the Confidential Information for the purpose for which it has been provided, are granted or transferred to the receiving Party. Upon written notice from the disclosing Party, the receiving Party shall return immediately to the other Party any and all Confidential Information recorded on tangible media, including but not limited to computer programs, documentation, notes, plans, sketches and copies concerning the information, unless agreed otherwise in writing by the Parties.
- (7) Breach of the protection of Confidential Information within the meaning of this Article does not understand situations when Confidential Information is disclosed by the Customer to the members of the Deutsche Telekom AG Group, which the Customer is a member; however, only to the extent absolutely necessary for the fulfilment of the purpose for which such information is disclosed.
- (8) The duties under this Article shall apply for the entire duration of the legal relationship between the Parties and shall survive the termination thereof.
- (9) In the event of a proven breach of any duty under this Article 11 by a Party, the other Party may demand the payment of a contractual penalty of CZK 500,000 (in words: five hundred thousand Czech crowns) from the breaching Party for each individual breach of duties, unless agreed otherwise in writing in the Agreement. The right to damages, if applicable, shall remain unaffected by the payment of the contractual penalty in accordance with this provision.
- (10) If a separate non-disclosure agreement is entered into between the Parties, the provisions of such an agreement shall prevail over the provisions contained in this Article 11.
- (11) The Contractor undertakes to comply with all provisions of the relevant legislation concerning personal data protection, in particular to ensure fulfilment of obligations under 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 (hereinafter referred to as "GDPR").
- (12) The Contractor undertakes to explicitly and demonstrably inform its employees, sales representatives and subcontractors that the Customer

processes their personal data listed below for the purposes of fulfilling legal requirements, fulfilling the contract and its legitimate business interests: title, surname, first name, date of birth and address (street, postcode, city and state).

- (13) In the event that personal data is processed within the framework of cooperation, the Customer and the Contractor undertake to enter into an appropriate personal data processing agreement in accordance with Article 28 of the GDPR.

## **12. Termination of an Agreement, Withdrawal from an Agreement**

- (1) The Customer may terminate an Agreement at any time without stating the reason. In such case, the termination period shall be one (1) month and shall commence on the last day of the calendar month in which the notice of termination was served upon the Contractor. It shall end upon the lapse of the last day of the calendar month of the termination period.
- (2) The Customer may withdraw from an Agreement particularly in the cases specified in these GTC Purchasing or the Agreement. The Customer may also withdraw from an Agreement in the event that insolvency proceedings have been instigated or are conducted against the Contractor. The withdrawal shall become effective on the date of delivery of a written notice of withdrawal from an Agreement to the Contractor. Withdrawal from an Agreement for reasons specified by the law shall not be affected by this provision.
- (3) The Parties undertake, in the event an Agreement ceases to exist as a result of withdrawal from the Agreement, to settle their mutual duties within fifteen (15) days of the date on which the Agreement ceases to exist. For the avoidance of any doubt the Parties have agreed that the Customer may withdraw from a part of an Agreement or from an entire Agreement in relation to all of the performance (i.e., in relation to a part of and/or all of the performance) and may do so also if the respective Agreement has already been partly performed and such partial performance may be of significance for the Customer.

## **13. Force Majeure**

- (1) Force majeure shall be defined as such permanent or temporary obstacles which occur after the creation of a duty independently of the will of the contracting parties, which are of an extraordinary nature, which are inevitable, unpredictable and insurmountable and which objectively prevent the performance of the obligations under the Agreement (e.g. war status, civil riots, fire, flood, quarantine measures, state of emergency, crisis situation declared by public authorities, etc.). Events of threat to public health, in particular in case of spread of infectious diseases, shall be considered as force majeure

only if the performance of contractual obligations by concerned contracting party is prevented by a legislative or administrative act, measure and/or decision of the competent public authority or body (including quarantine measures). The performance shall not be considered impossible, if feasible upon application of any technological procedure other than the one originally envisaged, under more adverse conditions, upon the incurrance of higher costs, through the third party, or after the agreed time limit. A change in the personal or the property conditions of any of the contracting parties or a change in the economic situation shall not be considered grounds for the impossibility of performance. A circumstance that the liable party could and should have assumed, when concluding the Agreement, to be likely to occur, shall not be considered to be force majeure.

- (2) Should any obstacles corresponding to the definition of force majeure occur, the obligated party shall promptly inform the other party of the nature, beginning, and end of the force majeure event preventing the performance of the obligations under the Agreement.
- (3) The contractual party shall relieve itself from the obligation to pay damages provided that such party proves that the obstacles corresponding to the definition of force majeure according to sub-clause (1) above prevented (temporarily or permanently) the party from fulfilment of its contractual obligations. The obligation to pay damages shall not be excluded, if the circumstances of force majeure only occur at a time at which the party has already been in delay in the performance of a duty under the Agreement, or if the obliged party fails to fulfil its duty to promptly inform the other party of the nature and beginning of the force majeure event.
- (4) In the case that contractual party ("first contractual party") is in delay with the performance of the obligations under the Agreement, or otherwise breaches its obligations under the Agreement, due to force majeure event for more than 45 days, the other contractual party shall be entitled to withdraw from the Agreement through a written notice sent to the first contractual party, effective as of the date of the delivery of the withdrawal notice.

#### 14. Illegal Work

- (1) The Contractor and his subcontractors shall comply with all relevant legislation concerning employment, in particular they will not allow the performance of illegal work. The Contractor shall immediately notify the Customer in writing as soon as it becomes aware of any actual or imminent violation of employment legislation, in particular if the Contractor and / or its subcontractor could perform illegal work. The Contractor shall avoid any action that could impair the image of the Customer's brand or endanger the security of supplies.

- (1) The Contractor is obliged to immediately inform the Customer in writing of any actual or potential conflict of interests that may arise in the performance of the Agreement. Such notice must contain a detailed description of the situation and the measures taken to eliminate or minimize the possible impact of the conflict of interest on the performance of the Agreement.
- (2) Conflict of interest means any situation in which a personal, family, business or financial interest or relationship of an employee, representative or other person acting on behalf of
  - i) contracting parties, or
  - ii) a competitor of the Customer or
  - iii) third parties that may threaten or adversely affect the performance of the Agreement,

jeopardize or adversely affect the performance of the Agreement or independent, objective and fair decision-making in connection with the Agreement.

Instances of conflict of interest situations include in particular, but are not limited to:

- a) Family relationships, personal, friendly or employment or similar relationships between employees and representatives of the contracting parties and/or employees and representatives of the Contractor or a competitor of the Customer, or a third party who is in a position to influence the impartial provision of performance under the Agreement, which could lead to favoritism or influence decisions in connection with the Agreement;
- b) Financial interests – If the Contractor or its representatives have property or economic connections in another company that is a competitor of the Customer, or with a third party that is in a position to influence the impartial provision of performance under the Agreement;
- c) Provision of gifts and benefits - If the Contractor, its employees or representatives offer or provide gifts, financial benefits or other benefits to the Customer's employees or representatives that could threaten or adversely affect the performance of the Agreement or independent, objective and fair decision-making in connection with the Agreement.

- (3) The Customer is entitled to withdraw from the Agreement in question if the Contractor has failed to comply with its obligation to immediately inform the Customer in writing of any actual or potential conflict of interest within the meaning of this Article 15, paragraph (1), or if with regard to a specific Agreement the Contractor is in conflict interests within the meaning of this Article 15, regardless of whether the Contractor has notified the Customer of this situation or not.
- (4) The Contractor undertakes to comply with the rules of the Code of Human Rights, available on the page: .....

#### 15. Avoiding Conflicts of Interest, Code of Human Rights

## 16. Dispute Resolution

- (1) Any and all disputes arising from the performance, interpretation or termination of contracts entered into based on and in accordance with these GTC Purchasing shall be settled by the Parties to the maximum extent possible by negotiations of authorized persons and/or authorized representatives of the Parties.
- (2) Any disputes which the Parties fail to settle by mutual negotiations shall be submitted for final resolution to the respective Czech court having subject-matter jurisdiction. In the event that the law does not stipulate exclusive local jurisdiction of a certain court, the Parties have agreed that in the case of all disputes arising out of an Agreement and these GTC Purchasing, the general court of the Customer will be the court having local jurisdiction.

## 17. Final Provisions

- (1) The rights and duties, including claims, arising between the Customer and the Contractor may be assigned only with the express prior written consent of the Customer.
- (2) The Contractor shall, in the event that the Contractor provides the performance on the Customer's premises, adhere to the internal rules of the Customer concerning the protection of property, protection of the environment and the work environment, safety and security of work, health protection in connection with work, as well as fire protection with which the Customer made the Contractor familiar. The Contractor is also obliged to adhere to the Customer's anti-corruption principles with which the Contractor was made familiar.
- (3) Unless the Parties agree otherwise, indemnification for any harm caused in connection with the performance of an Agreement shall be provided in cash.
- (4) The content of the rights and duties of the Parties arising from an Agreement and these GTC Purchasing shall be primarily construed according to the expression in words of the individual provisions of the Agreement and these GTC Purchasing. The intention of the acting Party may only be taken into consideration if it is not in conflict with such expression in words and if the acting Party has demonstrably made the other Party familiar with such intention before the conclusion of the Agreement.
- (5) Should any provisions of these GTC Purchasing or Agreements entered into with the Contractor become entirely or partly invalid or ineffective, this shall not affect the validity and effect of the GTC Purchasing or

Agreements in other parts.

- (6) An Agreement entered into based on an Order and these GTC Purchasing may be altered only upon mutual agreement of the Parties by written and numbered amendments, duly signed by the persons authorized to act on behalf of the Parties.
- (7) Any and all communication between the Parties shall be in writing, by fax or e-mail; communication by fax or e-mail may, upon mutual consent in a particular case, replace written communication in cases in which it is required by these GTC Purchasing.
- (8) The legal relationships that arise from an Agreement and these GTC Purchasing shall be governed and construed in accordance with Act No. 89/2012 Coll., the Civil Code, as amended, and other laws, regulations and legal rules of the Czech Republic, with the exception of the conflict rules of Czech law.
- (9) Upon the conclusion of an Agreement the Contractor confirms that it does not find these GTC Purchasing to contain provisions that the Contractor could not have reasonably expected. If, despite such confirmation, the Contractor ascertains after the conclusion of the Agreement the existence of any provisions in the GTC Purchasing which it could not have reasonably expected, it shall notify the Customer within three (3) working days from the moment when these GTC Purchasing first became effective in relation to the Contractor; failing which, all of the provisions contained in the GTC Purchasing will be deemed to be reasonably expectable for the Contractor. If the Contractor notifies the Customer as per the preceding sentence, the Customer has the right to withdraw from any Agreement then effective with immediate effect, and the Contractor shall promptly initiate negotiations regarding the method in which the provisions unexpected for the Contractor will be incorporated in its obligation towards the Customer.

Prague, 01.11.2024

T-Mobile Czech Republic a.s.

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