**General Business Conditions for the Sale and Handover of Property (hereinafter referred to as the “BC”)**

**issued within the meaning of the provisions of Section 1751 of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the “Civil Code”)**

1. **Introductory provisions and the scope of applicability of the BC**
2. These BC provide for the fundamental organisation and business conditions for the course of action in selling or buying movable property (a thing) in possession of RWE Gas Storage, s.r.o. with its registered office at Prosecká 855/68, 190 00 Prague 9, Identification No.: 27892077, registered in the Commercial Register maintained by the Municipal Court in Prague, file No. C 124711 (hereinafter referred to as the **“Seller”**).
3. These BC provide for the relations between the Seller and the Buyer when concluding and transacting business via e-shop operated for the Seller by the Operator. The Contracting Parties are obliged to follow these BC in selling the movable property defined in the Purchase Contract. Upon the conclusion of a Purchase Contract, these BC become its integral part.
4. **Terminology**
5. **Buyer** refers to each legal entity or natural person buying any offered property via e-shop operated by NAR marketing s.r.o. at a set price on the conditions contained in the Contract and these BC.
6. **E-shop** refers to the Operator's web portal serving for the accomplishment of the sale of property at the address [www.rwe-prodej.proebiz.com](http://www.rwe-prodej.proebiz.com). The placement of property in the e-shop is of informative nature and it is not deemed to be the offer within the meaning of Section 1732 Subsection 2 of the Civil Code.
7. **Operator** refers to NAR marketing s.r.o. with its registered office at Masarykovo náměstí 52/33, 70200 Moravská Ostrava, Identification No.: 64616398, operating the e-shop.
8. **Contracting Parties** refer collectively to the Seller and the Buyer.
9. **Purchase Contract** refers to a bilateral document which is an outcome of the legal negotiations conducted by the Contracting Parties and which the Contracting Parties conclude within the accomplishment of the sale of property.
10. **Property** refers to any property on Seller's warehouse stock which is offered in the e-shop.
11. **Order** refers to the form placed in the e-shop; the Buyer fills the form in expressing thus his interest in buying of a Property. The order is not deemed to be the offer to conclude the Purchase Contract within the meaning of Section 1732 Subsection 1 of the Civil Code.
12. **Place of supply** refers to the place at the address of RWE Gas Storage, s.r.o., the warehouse of the Tvrdonice UGS, Hrušky 3436, CZ 690 02  Břeclav, the warehouse position: GPS coordinates: 48°46'51.897"N, 16°56'30.97"E.
13. **Business day** refers to each day except for Saturdays, Sundays, bank holidays or any other holidays in terms of Act No. 245/2000 Coll., on public holidays, as amended..
14. **The Contact Person** of the Seller is Martina Nováková, tel: +420 [739 535 822](javascript:vytocit('739535822','26389')), e-mail: [martina.novakova@rwe.cz](mailto:martina.novakova@rwe.cz), address: RWE Gas Storage, s.r.o., Prosecká 855/68, 190 00 Prague 9.
15. **Course of action of the Buyer in concluding business without requesting any additional information and examination of property**
16. Property which is currently offered for sale is placed in the e-shop. In the event the Buyer selects a certain thing without requesting any other information or without being interested in the examination of the thing, he orders the selected thing through a binding Order without the need of taking any other steps. Delivery of the Order is confirmed by sending a notice to the e-mail address indicated to E-shop immediately.
17. The thing is immediately withdrawn from the e-shop not being offered for sale any longer.
18. The Seller undertakes to make out a tax document within no later than 5 (five) business days from the day of Order acknowledgement and send the tax document together with two copies of the Purchase Contract signed by the authorised representatives of the Seller, these BC and other documents relating to the collection of the thing, if necessary, to the Buyer's address indicated in the Order. The Draft Purchase Contract with the BC is deemed to be a revocable offer for the conclusion of a Purchase Contract in terms of Section 1732 Subsection 1 of the Civil Code. The tax document is payable within 10 (ten) business days from the day of the issue of the invoice. The Buyer undertakes to settle the tax document in a due and timely manner, i.e. pay it in full and within the maturity period. The Buyer undertakes to sign the Purchase Contract in the wording sent by the Seller without undue delay, within no later than 10 (ten) days from the delivery thereof, without making any changes or amendments thereto (including the BC) and to delivery one bilaterally signed copy back to the Seller to the address indicated in the heading of these BC to the attention of the Contact Person. The moment of the delivery of the signed Purchase Contract under the previous clause is deemed to be the acceptance of the offer within the meaning of Section 1740 Subsection 1 of the Civil Code. After these requisites are complied with, the Buyer agrees with the Contact Person on the day of the collection of the thing in the place of supply. In the event the tax document has been settled, the Contact Person ensures that the thing be prepared for being dispatched, and the Buyer is entitled to collect the thing. The title and the risk of damage to the thing pass onto the Buyer upon the collection of the thing.
19. In the event the tax document has not been settled, the Seller is entitled to call the Buyer to settle the agreed amount and set a new period, not shorter than 3 (three) business days, to perform the payment. If the Buyer fails to settle the whole price of the thing though having additionally been called to do so, the Seller is entitled, due to lapse of time, to withdraw from the concluded Purchase contract. If the Purchase Contract has not yet been concluded, the Seller's offer shall extinguish on the 18th (eighteenth) business day from the acknowledgement of the delivery of the Offer unless it has been withdrawn by the Seller.

The Seller is entitled to place the thing in the e-shop for sale again on the day following the offer extinguishment or withdrawal.

1. **Course of action of the Buyer in concluding business when additional information and examination of property is requested**
2. In the event the Buyers demonstrates interest in additional information or examination of the thing, he clicks on the button Question and indicates his requirements; if interested in the examination of the thing, he proposes 2 (two) dates for the examination. The Buyer is sent an e-mail acknowledging his request for information or examination and informing him of being contacted in the days to come.
3. The thing continues to be included in the e-shop and offered for sale.
4. The Buyer is contacted within 2 (two) business days being provided additional information or the acknowledgement of the date of the inspection of the thing. The examination may take place only on business days. The examination takes place in the place of supply. After being provided additional information or taking part in the examination, the Buyer is obliged to inform the Seller if he continues being interested in the thing. If the Buyer decides to buy the thing, the proceeds accordingly as per Art. III. of the BC.
5. **Price**
6. The price which is indicated for the individual kind of property is set as a contractual, fixed and unchangeable price. The price is set exclusive of VAT. The Buyer is entitled to choose either CZK or EUR.
7. The Buyer undertakes to pay the agreed price to the Seller on the basis of a tax document which will be made out and sent to the Buyer in compliance with Art. III. of the BC.
8. The tax document must contain all requisites under generally applicable legislation, especially the VAT act. If the tax document misses any of the requisites laid down in applicable legislation or is made out in contradiction with the Purchase Contract, the Buyer is entitled to return it to the Seller within its maturity period to correct it or make out a new tax document. The reason for the return of the tax document must be indicated in the particular context. The running of the maturity period of the tax document is interrupted on the day of its return, and a new maturity period starts running on the day the corrected or newly issued tax document is delivered to the Buyer by the Seller.
9. The agreed price is payable within 10 (ten) days from the day of sending of the tax document.
10. The price is deemed to be settled on the day the relevant sum is credited to the Seller's account from the Buyer's account.
11. In the event of a delay with payment of the price, the Buyer is obliged to pay the Seller an interest on overdue payment at a rate of 0.1 per cent of the amount owing for each day of delay.
12. **Transportation costs**
13. The Buyer takes the thing over or returns it in the place of supply.
14. The costs associated with the transportation and/or packing, insurance and customs are paid by the Buyer when both accepting and returning the thing. Such costs are not part of the agreed price.
15. **Duty of confidentiality**
16. The Contracting Parties are aware of the fact that they or their employees may get access to confidential information of the other Contracting Party when performing the Contract. The Contracting Parties undertake to handle such confidential information as a business secret, especially keep it secret and take any and all contractual and technical measures to prevent any misuse or disclosure of such information to third parties except for the entities constituting one concern with the Contractual Party. The Contracting Parties may provide such confidential information only to their employees who need to be made familiar therewith by reason of performing or preparing the performance of the subject matter of the Contract.
17. The Contracting Parties undertake to duly advice the above individuals of confidential information and the duty to keep such information secret and to duly ensure on the basis of a contract that such information is kept secret. In the event of any breach of the duty of confidentiality the Contracting Party will forthwith notify the other Contracting Party of such fact, and the Contracting Parties will take relevant measures to remove such defective state. Any and all confidential information remains in exclusive possession of the party providing such information. Confidential information is primarily deemed to be any information that the Contracting Parties or the persons authorised by them learnt in connection with the Contract and the performance thereof and with other dealings with the other Contracting Party, such as, for example, any information about operating methods and procedures and work procedures.
18. **Law and jurisdiction**
19. Should a discrepancy occur between the Purchase Contract and the BC, the Purchase Contract shall prevail.
20. The Contracting Parties undertake to solve any disputes arising from the Purchase Contract primarily by agreement.
21. The court having the jurisdiction for any disputes arising between the Seller and the Buyer in connection with the Purchase Contract and the BC is a general court of the Seller or of the Seller's legal successor.
22. **Joint and closing provisions**
23. In compliance with the long-term objectives and principles of entrepreneurial behaviour, the Seller informs that the companies of the RWE Group in the Czech Republic have voluntarily undertaken to follow the “RWE Code of Conduct” obliging these entities to respect clear principles creating a framework for their entrepreneurial and social behaviour. To oversee the adherence to the above principles, the companies of the RWE Group in the Czech Republic have established the institution of an ombudsman. Detailed information about the “RWE Code of Conduct” and the ombudsman line is available on the web pages: <http://www.rwe.cz/cs/4415/> (Czech version) and <http://www.rwe.cz/en/fraud-prevention-program/> (English version).
24. The Seller reserves the right to interrupt or cancel the e-shop operation anytime.
25. These BC take effect as of 30 March 2015.