



PURCHASE ORDER

Thales DIS Finland Oy
P.O. Box 31
Vantaa, 01621
Finland

Purchase Order Number: **630409029**

Purchase Order date:

Prepared by:

Preparer Email Address:

Preparer Phone Number:

Revision Number:

Revision date:

Buyer:

Requested by:

SUPPLIER:

STATNI TISKARNA CENIN
Ruzova 6, cp. 943
statni podnik
PRAHA 1, 11000
Czech Republic

DELIVERY ADDRESS:

Thales DIS Finland Oy
MYLLYNKIVENKUJA 4
Keskusvarasto, OVI C
Vantaa, 01620
Finland

INVOICING ADDRESS:

Thales DIS Finland Oy
* Via EDI
BAWCFI22:
* Via email attachment:
Vantaa, 01620
Finland

Supplier Code	Payment Term	Incoterm	Freight Conditions	Forwarder
65477	30NET	FCA		

Notes: All prices and amounts on this order are expressed in EUR

Line	Part Number / Description	Requested Delivery Date	Quantity	Unit Of Measure	Unit Price (EUR)	Amount (EUR)
		04-APR-2023				20640.00
TOTAL AMOUNT (EUR): 20640.00						

All prices on this Purchase Order are Net.
This Purchase Order is subject to all Terms and Conditions on the face and back hereof

Thales DIS Finland Oy, Myllynkivenkuja 4 FI-01620 Vantaa Finland
VAT Number FI08262777

THALES GENERAL TERMS AND CONDITIONS OF PURCHASE

1. Acceptance of orders: Unless otherwise specifically agreed in writing between the parties in a frame agreement or other instrument, all contracts whereby buyer orders goods or services are to be treated as being entered into upon the present terms and conditions of purchase. The acknowledgement of this order or commencement of performance implies the acceptance of such terms which shall prevail over contrary terms contained in any order acknowledgement, confirmation, invoice or any other document issued at any time by the supplier. The supplier shall acknowledge this order and return the same within one (1) week of receipt thereof, failing which the supplier shall be deemed to have accepted the order. No change, modification or revision of this order shall be effective unless in writing and signed by the buyer.

2. Delivery: All deliveries not supported by an order signed by an authorised representative of the buyer shall be refused. Unless otherwise specified in writing or on the face of the order, goods or services called upon hereunder shall be delivered on a DDP destination basis (as per ICC Incoterm definition) to the buyer's designated place. If goods are incorrectly delivered, the supplier shall be responsible for any expense incurred in delivering them to their correct destination. The buyer will pay only for quantities ordered and delivered and shall be entitled to return at the supplier's cost and risk, any advance delivery or excess quantity. Time is of the essence for all deliveries and the supplier is obliged to adhere strictly to the dates stated in the order. The supplier shall notify the buyer in the event the timely performance of the order is delayed or likely to be delayed and shall immediately work on a contingency plan to mitigate consequences for the buyer arising from such delay. Upon receipt of such notification the buyer may elect to cancel the order without liability. In the absence of cancellation a delay in delivery will result in a late penalty of 1 % of the price of the ordered goods or services per calendar day of delay, which shall be paid or credited at buyer's option. The amount of the penalty shall not exceed 20% of the price of the ordered goods or services. Title to the goods shall pass to the buyer upon delivery thereof.

3. Packing: All goods shall be packed, packaged, marked and otherwise prepared for shipment in a manner which is (i) compliant with buyer's specifications; (ii) in accordance with good professional practice and I.C.C. regulations where applicable; (iii) acceptable to common carriers for shipment at the lowest rate for the particular goods and (iv) adequate to ensure safe arrival and storage, handling and storage at the named destination. Unless otherwise specified, the supplier is responsible for marking all containers with necessary lifting, handling, storage and shipping information. An itemized delivery note must accompany each shipment specifying the purchase order numbers, buyer item codes, dates of shipment, name of the consignee or consignor and any particular storage conditions to adhere to. Failure by the supplier to comply with the above shall entitle the buyer to return the goods at the supplier's cost, with no obligation for the buyer to make payment of the goods.

4. Inspection - acceptance: Neither delivery or performance, nor payment of the goods or service shall imply their acceptance. Unless otherwise specified, all goods and services purchased hereunder shall be subject to inspection and test by the buyer to the extent practicable at all times and places and prior to final acceptance. If inspection or testing is made on supplier's premises, the supplier, without additional charge, shall provide for all reasonable facilities and assistance for the proper and safe inspection of the buyer. No inspection or test shall relieve the supplier from responsibility for defects or other failure to meet the requirements of this order. Any good or service which is defective or otherwise delivered or performed not in conformity with the specifications and requirements of the order shall entitle the buyer, at its sole option, to either reject it, require its correction or accept it with an adjustment in price. Any item which has been rejected or requires to be corrected shall be replaced or corrected by and at the supplier's risk and expense promptly after notice. Failure by the supplier to replace or correct the defective good or service within the delivery schedule shall entitle the buyer (i) to replace or correct the item and charge to the supplier the costs occasioned therewith; or (ii) to require a reduction in price unless the buyer elects in addition or in substitution to (i) to cancel the order pursuant to the provisions of clause 13 below (Termination for default). Notwithstanding any prior inspection or test, the supplier shall bear all risk of loss or damage to the goods or services until their final acceptance to be notified within a reasonable time after delivery, provided however that buyer remains responsible for losses or damages occasioned by the gross negligence of its employees.

5. Changes: The buyer may at any time for any item not yet delivered or performed by written change order, suspend performance hereunder, increase or decrease the ordered quantities or make changes to: (i) the applicable specifications; and/or (ii) the methods of shipment and packing; and/or (iii) the place or time of delivery. If any such change causes an increase or decrease in the cost of or the time required for the performance of the order, an equitable adjustment shall be made in the order price or delivery schedule, or both, and the order shall be modified accordingly in writing. However, nothing in this clause shall excuse the supplier from proceeding with the order as changed or amended. No claim by the supplier for adjustment hereunder shall be valid unless asserted within thirty calendar days from the date of receipt of the change order.

6. Prices – Invoicing - payment: Subject to the price changes provided for in clauses 4 and 5 above, all prices as stated in this order are firm, non-revisable and include all charges associated with the performance of the order. No adjustment may be made for exchange rate differences, unless accepted by the buyer in writing. The prices are exclusive of any VAT and of any taxes of a similar nature, which shall be stated separately on supplier's invoice. To the extent the withholding of taxes is required by law, the buyer shall withhold such taxes from payments due to the supplier and make payment of the same to the appropriate authorities. Upon written request, the buyer shall provide the supplier with a tax certificate or any other document evidencing such payment. Notwithstanding the foregoing, the parties shall cooperate to secure a reduction or elimination of such withholding taxes. Each order shall be invoiced separately unless otherwise specified in writing by the supplier. Invoices shall be submitted in duplicate and shall include the order number, description and quantity of goods delivered or services performed, the reference to the delivery note, the unit price thereof and the extended totals together with any other information requested by the buyer. All invoices shall be sent to the address specified in the order to the attention of the accounts payable department. The buyer shall not be responsible for any payment delay resulting from the supplier's failure to comply with this clause. No payments in advance shall be made by the buyer unless otherwise stated in the order. In that case the advance payment shall be regarded as a loan made to the supplier until the order has been completely fulfilled. Payment of invoice shall not constitute acceptance of the goods or services and shall be subject to adjustments at any time for errors, shortages, defects or other failures of the supplier to meet the requirements of the order. The buyer reserves the right to suspend payments whenever the supplier is in breach even partially of its obligations under any order and may at any time set off any amount owed by the supplier to the buyer against any amount owed by the buyer to the supplier. In consideration of supplier's complete and satisfactory performance of the order, the buyer shall pay the supplier within 60 days end of month the 10th of receipt of invoice.

7. Warranty: The supplier warrants that it has the necessary skills, personnel, equipment and permits to provide the goods or perform the services hereunder; that the goods delivered hereunder shall be free from defects in design, materials and workmanship and that goods and services shall comply with the requirement of the order, the specifications, the applicable standards, and any sample provided by the supplier or the buyer. The supplier further warrants that the goods supplied hereunder shall be of merchantable quality and that goods and services shall be fit and suitable for the purpose intended by the buyer and free of any lien, charge, hold or similar claim or encumbrance of any third party. The foregoing warranties constitute conditions and are in addition to all other warranties whether express or implied and shall survive any delivery, inspection, acceptance or payment by the buyer. Buyer's approval of the supplier's material or design or specifications shall not relieve the supplier of the warranties set forth herein. Without prejudice to buyer's rights to claim damages for losses suffered or costs incurred by the buyer or its customers as a result of the goods or services delivered or performed, if such goods or services do not meet the above warranties, the buyer may at its option [for a period of twelve months from the date of delivery or performance] request the replacement, correction or reimbursement of the defective or non-conforming service or goods at no costs to the buyer. The supplier shall also be responsible without limitation as to time for losses or damages of any kind resulting from hidden defects in the goods supplied or services performed. The liability of the supplier shall extend to loss of profits, loss of business or any other indirect damages suffered by the buyer or its customers.

8 Intellectual Property: All industrial and intellectual property rights resulting from the development of products, tools or software and the documentation associated therewith made by the supplier upon buyer's demand shall be disclosed to the buyer and shall become buyer's property as of the date of creation of such element. The supplier irrevocably agrees to assign and transfer any and all such rights to the buyer. The supplier as part of the consideration for this order and without further cost to the buyer, hereby grants to the buyer and to the extent requested by the buyer, to any of its customers, an irrevocable, non-exclusive, royalty free right and license to use, sell, manufacture and cause to be manufactured products embodying any and all such inventions and discoveries made, conceived or actually or constructively reduced to practice which have not been assigned to the buyer pursuant to the provisions of the sentence immediately above. Any unpatented knowledge or information concerning the supplier's products, services, methods or process which the supplier may disclose to the buyer incident to this order shall, unless otherwise specifically agreed in writing, be deemed to have been disclosed as part of the consideration of this order and the supplier agrees not assert any claim by reason of use thereof. The supplier shall indemnify and save harmless the buyer and each subsequent user or purchaser from and against any and all liability, loss, damages, claims, costs and expense arising out of any claim with respect to any infringement or alleged infringement of any patent, trademark, registered

design or copyright or other property rights resulting from the design, manufacture, use, supply or resale of the goods or services.

9. Buyer furnished property: All specifications, drawings or other documents and data provided by the buyer and all tools, moulds, equipment, samples which have been furnished, paid for, or charged to the buyer shall be deemed buyer's property, treated as confidential information, and delivered in good condition, normal wear and tear accepted by the supplier. The supplier warrants that said items and all information related thereto will not be used for any work or for the production of any material or parts other than for the buyer and shall be promptly returned to the buyer when requested or upon completion or termination of the order. The supplier shall use its best efforts in safeguarding and preserving buyer's property and assumes all responsibility for loss, damage or destruction while in the possession or control of the supplier.

10. Confidentiality: The supplier undertakes that the order and all information of any nature whatsoever obtained in the course of carrying out the order or acquired during visits to buyer's premises shall be treated as confidential between the parties and shall not be disclosed to third parties or copied or publicized for any reason without the buyer's prior written consent, nor shall it be used for any purpose other than for carrying out the order. The supplier will not use buyer's name or other identity for advertising or publicity purposes without buyer's prior written consent.

11. Insurance: The supplier shall take out and maintain at all times adequate insurance policies with international and solvent insurance companies to fully cover its liabilities and risks under the order, including without limitation general public and product liability. The supplier shall upon request provide the buyer with valid certificates of insurance as proof of compliance specifying the insured, insured value, deductibles, guarantees undertaken, exclusions, the validity period of the policy and confirmation that the premiums have been duly paid by the supplier.

12. Termination for convenience: The buyer may terminate for convenience work under an order, in whole or in part, at any time by notice in writing and without court consent to termination. Upon any such termination, the supplier shall, without delay but to the extent and as specified by the buyer, stop all work on the order, place no further orders hereunder, terminate work under orders outstanding hereunder, assign to the buyer all supplier's interests under terminated subcontracts or orders, settle all claims thereunder after obtaining buyer's approval, protect all property in which the buyer has or may acquire an interest, and transfer all title and make delivery to the buyer of all goods, materials, documentation, work in progress or other things or rights held or acquired by the supplier in connection with the terminated order or portion thereof. Within sixty days after such termination, the supplier may submit its written and justified claim for termination charges, being understood and agreed that no compensation for damages of any kind shall be allowed in addition to such charges. Failure to submit such a claim within such a time shall constitute a waiver of all claims and a release of all buyer's liability arising out of such termination. Unless otherwise agreed, the buyer shall only pay as part of the above charges, the amount due for goods delivered or services rendered prior to termination and in addition thereto, but without duplication, its actual costs of material and direct labour incurred in anticipation of the fulfilment of the cancelled order and which are not recoverable by the supplier. The foregoing shall be applicable only to a termination for buyer's convenience and shall not affect or impair any right of the buyer to terminate an order for supplier's default in the performance hereof.

13. Termination for default: The buyer may terminate in writing, and without court consent to termination, an order in whole or in part if the supplier fails: (i) to make delivery of the items or to perform the services within the time specified herein, or any extension thereof in accordance with clause 5 (Changes) above; or (ii) to replace or correct defective items in accordance with clauses 4 (Inspection-acceptance) or 7 (Warranty); or (iii) if as result of a force majeure event, the performance of the order is rendered impossible for more than thirty calendar days; or (iv) fails to perform any other provisions of the order or so fails to progress as to endanger performance thereof, the buyer being sole judge under such circumstances. Termination pursuant to this clause shall further entitle the buyer to require the supplier to transfer title and deliver to the buyer, in the manner and to the extent directed by the buyer, (i) any completed items and (ii) any such partially completed items, materials, documentation work in progress or other things or rights as the supplier has produced or acquired for the performance of the terminated order or portion thereof.

14. Gratuities: The supplier warrants that it has not offered or given and will not offer or give to any employee or representative of the buyer any gratuity with a view toward securing any business from the buyer or influencing such person with respect to any contract with or order from the buyer. Any breach of this warranty shall be a material breach of each and every contract between the buyer and the supplier.

15. Assignment and subcontracts: No right or obligation under an order (including the right to receive monies due hereunder) shall be assigned in whole or in part by the supplier nor shall the supplier subcontract all or part of the work under an order without the prior written consent of the buyer and any purported assignment or subcontract without such consent shall be void. The buyer's consent to the subcontracting of work under an order shall however not release the supplier from its liability for the proper execution of its obligations under the order. The buyer may assign an order or any part thereof to any third party.

16. Waiver: The failure of the buyer to enforce at any time any of the provisions of an order, to exercise any election or option provided herein, or to require at any time performance by the supplier of any of the provisions hereof shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of the order or any part thereof or the right for the buyer thereafter to enforce each and every such provision.

17. Severability: If any term or provision of an order is determined unenforceable, invalid or unlawful, the other provisions of the order shall continue with the same effect to the fullest extent permitted by law.

18. Cumulative remedies: The rights and remedies herein reserved to the buyer shall be cumulative and additional to any other or further rights and remedies provided in law or equity.

19. Applicable law – jurisdiction: This order shall be governed by, subject to, and construed in accordance with the laws of the country where the buyer has its registered address but without reference to its rules of conflict of laws. The United Nations Convention on International Sale of Goods shall not apply. Any dispute arising out of or in connection with an order which cannot be settled amicably within thirty days of its notification by one party to the other shall be submitted to the exclusive jurisdiction of the competent courts of the place where the buyer has its registered address, even in case of counterclaim or in case there are several defendants.

STÁTNÍ TISKÁRNA CENIN, státní podnik will accept this Purchase Order under the following conditions:

Product to be produced according to attached Technical specification and according to colour proofs approved by the Buyers representative /Customer.

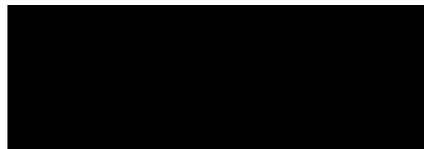
FCA – Růžová 6/943, Prague 1, Czech Republic

We confirm delivery date 5.4.2023

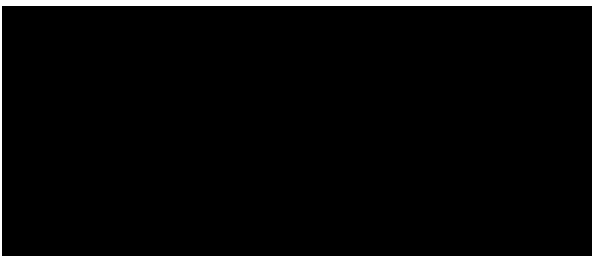
This Purchase Order is subject to contractual conditions stated to the attached Frame Contract. The contracting parties expressly agreed that the Thales General Terms and Conditions of Purchase stated mentionet above of this Order shall not apply.

Annexes of the Order as its integral parts:

- Frame Contract
- Technical specification version 1.11



On behalf of Thales, confirms the above change in conditions:



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