

**FRAMEWORK AGREEMENT**  
**FOR THE MANUFACTURE AND SUPPLY OF**  
**HOLOGRAPHIC FILM**  
**FOR MOTORWAY STICKERS**

on record with the Buyer under Ref No. **70/2019**  
(hereinafter referred to as this "**Framework Agreement**")

entered into pursuant to **Act No. 134/2016 Coll.**, on Public Procurement, as amended  
(hereinafter referred to as the "**PPA**")

and

pursuant to **Act No. 89/2012 Coll.**, the Civil Code, as amended (hereinafter referred to  
as "**Civil Code**"),

by and between:

**STÁTNÍ TISKÁRNA CENIN, státní podnik**

with its registered office at Prague 1, Růžová 6, House No. 943, post code 110 00, Czech Republic

entered in the Commercial Register maintained by the Municipal Court in Prague, Section ALX, Insert 296

Business ID: 00001279

Tax Identification No.: CZ00001279

Acting through: **Tomáš Hebelka, MSc**, Chief Executive Officer

Bank details: UniCredit Bank Czech Republic and Slovakia, a.s.

Account No.: 200210010/2700

IBAN: CZ44 2700 0000 0002 0021 0010

SWIFT: BACX CZPP

(hereinafter the "**Buyer**" or the "**Client**" or the "**Employer**" or the "**Contracting Authority**" or "**Party**")

and

**LEONHARD KURZ Stiftung & Co.KG**

with its registered office at Schwabacher str. 482, D-90763 Fuerth, Federal Republic of Germany

entered in the Commercial Register maintained by the District Court of Fürth

Reg. No.: HRA 5526

Tax Identification No.: DE 132748097

Represented by **XXX, XXX**

**XXX, XXX**

Bank details: XXX

Account number: XXX

IBAN: XXX

(hereinafter the "**Seller**" or "**Party**")

(the "Buyer" and the "Seller" hereinafter referred to collectively as the "**Contracting Parties**")

## I. INTRODUCTORY PROVISIONS

1. This Framework Agreement is executed on the basis of the result of the negotiated procedure without publication for the public procurement titled "*Production and supply of holographic film for motorway stickers for issue for years 2020 and 2021*" (hereinafter just the "**Tender Procedure**"), with the Seller meeting all tender conditions and winning the Tender Procedure. This Framework Agreement is further based on the bid of the Seller the content of which is known to the Contracting Parties.
2. When interpreting this Framework Agreement the Contracting Parties must take account of the award terms and conditions pertinent to the award procedure and the purpose of the Tender Procedure. The provisions of laws and regulations on interpretation of legal conduct are not affected by this.
3. The Framework Agreement regulates the method for conclusion of individual specific purchase contracts, conditions for execution of individual deliveries on the part of the Seller, as well as other rights and obligations of the Contracting Parties related to the implementation of the individual orders under this Framework Agreement.
4. The purpose hereof is mutual collaboration between the Contracting Parties on manufacture and supply of the vouchers for payment of the time fee for use of a road with toll charge for issue for years 2020 and 2021 and its specimen in compliance with the requirements of Act No. 13/1997 Coll., on Roads, as amended (hereinafter "**Motorway Stickers**").

## II. SUBJECT OF THE FRAMEWORK AGREEMENT

1. The subject hereof is the liability of the Seller to **make and supply to the Buyer holographic film for Motorway Stickers for years 2020 and 2021 according to the graphic design unique to the whole issue of motorway stickers for each respective calendar year** (hereinafter "**Goods**") **including the potential production of a print template for an original hologram stamping** (hereinafter "**Master**") in compliance with the technical specification according to Annex no 1 hereto which conclusively defines the quality of the Goods (hereinafter "**Technical Specification**") and enable to transfer of ownership right to the supplied Goods and potential licence to the graphic design of the Motorway Stickers onto the Buyer. Accurate specification of the Goods and their security holographic elements and the Master shall always be defined in the written order pursuant to Art. 5 hereof.
2. The Buyer undertakes to accept the Goods, duly delivered as regards the required quantity and type of the Goods, on the required delivery dates, and to pay for the Goods the price agreed herein.
3. All supplies of the Goods and the Master shall take place in line with the Buyer's needs against written orders, each one of which constitutes a proposal to conclude a specific contract (hereinafter just an "**Order**"), and order confirmations, which constitute the acceptance of the proposal to conclude a specific contract (hereinafter just a "**Specific**

**Contract**”). A Specific Contract shall be deemed to have been entered into once the Buyer receives confirmation of an Order from the Seller confirming the Order without reservations.

4. The Buyer may invite the Seller to provide performance in accordance with this Framework Agreement up to goods quantity of 8 000 m<sup>2</sup> for the term of effect hereof. The Buyer is not obliged to place any Order. To avoid any doubt the Contracting Parties hereby stipulate that in the case of an additional print of the Motorway Stickers using the same graphic design for the given issue the Buyer shall not be liable to repeatedly Order the Master.
5. As a minimum requirement, an Order shall contain the following details:
  - a) identification data of the Seller and the Buyer,
  - b) detailed specification of the Goods including specification of the number and design of the required security holographic elements based on Annex No. 1 hereto and including the quantity of the Goods to be supplied,
  - c) further requirements for the Goods, such as potential requirements for the design of the Master,
  - d) detailed delivery conditions, especially the delivery term and place of delivery,
  - e) the designation of the person placing the Order, who is authorised to act on behalf of the Buyer.

In case of doubt the Seller must ask the Buyer for additional information. If the Seller fails to do so, it is understood that the instructions are sufficient for the Seller, and no such reason may release the Seller from any liability for failure to perform an Order in due manner and time.

6. The Buyer shall send the Order to the Seller electronically to the e-mail address XXX.
7. The Seller shall confirm the order placed by the Buyer in **2 business days** (Monday to Friday except for national holidays in the country of the Seller) from the date of its receipt.
8. The Seller shall send confirmation of an Order to the Buyer electronically to the e-mail address XXX. As a minimum requirement, confirmation of an Order must include identification data of the Seller and the Buyer, and identification of the Order being confirmed.

### **III. DEADLINE AND PLACE OF PERFORMANCE, DELIVERY CONDITIONS**

1. The Seller shall supply the Goods to the Buyer in **12 calendar weeks from the date of confirmation of the Order by the Seller, in compliance with the below milestones, on condition of the required assistance provided by the Buyer, i.e.:**
  - a. **in 5 business days** from delivery of the Order with vector data and logos the Seller shall submit to the Buyer a graphic design of the hologram pursuant to the Order,
  - b. **in 3 weeks** from the hologram graphic design approval by the Buyer pursuant to a) above herein the Seller shall submit to the Buyer a copy of

the Master for approval, which shall be returned to the Seller after approval by the Buyer,

- c. **in 8 weeks** from the Master approval by the Buyer pursuant to b) above herein the Seller shall supply the ordered Goods to the Buyer.

2. Each delivery of the Goods shall be accompanied with a delivery note, which shall be confirmed by the Contracting Parties upon handover and takeover of the Goods, and shall be used as the Goods handover protocol.

The delivery note shall contain:

- a) identification data of the Seller and the Buyer,
  - b) the number and date of issue of the Delivery Note,
  - c) the Order number and potential position/serial number according to the Order;
  - d) contract number (if stated in the Order);
  - e) specification of the required type and properties of the Goods or the Master,
  - f) the Goods quantity and the unit of measurement,
  - g) the item name.
3. The place of performance shall be the factory premises of the Buyer at the address.
    - **Production Plant I – Růžová 6/943, 110 00 Prague 1, Czech Republic**
  4. The Seller shall arrange for the transportation of the Goods to the Place of Delivery at its own expense and risk in accordance with Incoterms 2010, DAP.
  5. The Seller shall inform the Buyer about handover of the Goods for transport to the electronic address XXX at least **3 business days** before the date of delivery of the Goods to the Buyer. If the Seller engages a carrier, who allows tracking the delivery status, the Seller shall also send the Buyer the bill of lading number.
  6. The Seller shall deliver the Goods on business days and during the Buyer's regular working hours, i.e. between 6:00 a.m. and 2:00 p.m., unless stipulated otherwise by the Buyer.
  7. The Seller shall arrange for the Goods transport by a haulier/courier service without any intermediary haulier, i.e. door to door. The Seller is required to take adequate transport measures to ensure that the Goods are not stolen, damaged or misused while in transit.
  8. Delivered Goods shall be packed in the manner usual for such Goods with regard to the place of delivery of the Goods and the method of transport in order to secure preservation, protection and quality of the Goods and so that the Goods are secured against mechanical damage and damage by climate effects. Each consignment shall be duly marked with the name of the Goods, manufacturer and weight of the Goods.
  9. The Buyer is obliged to take over any Goods free of any defects and supplied by the Seller on the basis of and in accordance with this Framework Agreement, and to pay to the Seller the price as defined in Article IV hereof.

#### IV. PRICE

1. The price of the supplied Goods is denominated in **EUR** and specified on the basis of the Seller's bid submitted in the Tender Procedure on the basis of the actually implemented supply pursuant to the individual quantity-based price levels specified below. These prices are the maximum prices that shall not be exceeded.

<b>Supply quantity level:</b>	<b>Price per 1 m<sup>2</sup> (in EUR, excluding VAT):</b>
Supply quantity level: 1 m <sup>2</sup> – 500 m <sup>2</sup>	<b>XXX</b>
Supply quantity level: 501 m <sup>2</sup> – 1,000 m <sup>2</sup>	<b>XXX</b>
Supply quantity level: 1,001 m <sup>2</sup> – 2,000 m <sup>2</sup>	<b>XXX</b>
Supply quantity level: 2,001 m <sup>2</sup> – 3,000 m <sup>2</sup>	<b>XXX</b>
Supply quantity level: 3,001 m <sup>2</sup> – 4,000 m <sup>2</sup>	<b>XXX</b>
Supply quantity level: 4,001 m <sup>2</sup> and more	<b>XXX</b>

(Hereinafter just “**goods prices**“)

2. The goods prices pursuant to section 1 above herein also include any related cost, particularly any cost of packaging and transportation of the Goods to the Buyer to the place of performance according to Article III section 3 hereof and any cost of waste disposal.
3. The goods prices pursuant to section 1 above herein do not include the costs for the production of the Master, unique for the whole issue of the Motorway Stickers for the respective calendar year, and the costs of other tools connected with the Goods production. The price for the production of the Master and the other tools, according to the Seller's bid, makes **EUR XXX excluding VAT** (hereinafter “**Master Price**“). The Master Price includes any fees for potential licences for use of the security holographic elements in Master preparation pursuant to the Buyer's requirements in compliance with the Technical Specification.
4. VAT shall be added to the goods price and the Master Price according to the legal regulation applicable as at the date of the taxable supply.

#### V. PAYMENT TERMS

1. The price shall be paid by the Buyer after proper delivery of the Goods on the basis of tax documents (invoices) issued by the Seller.
2. The Seller's right to issue a tax document (invoice) for each consignment of the Goods is established on the day of shipment, i.e. the date of signature of the Delivery Note by the Buyer's authorised person. The date of taxable supplies is the date of documented handover and takeover of the performance, i.e. the date the Buyer signed the protocol of handover of the Goods (delivery note).
3. The Buyer shall not make any advance payment of the price to the Seller.
4. An invoice (tax invoice) shall contain all the prerequisites of a tax document according to the applicable legal regulations and this Framework Agreement. Each tax document (invoice) must include a copy of the confirmed Delivery Note relating to the executed delivery.

5. For each delivery of the Goods, the Seller shall issue a separate tax document (invoice).
6. The maturity period of any tax document (invoice) duly issued by the Seller is 30 calendar days following its issuance date. The Seller is obliged to deliver the tax document (invoice) to the Buyer to the email address XXX. For the purposes of this Framework Agreement, an invoice shall be deemed paid once the respective amount has been credited in the Seller's account specified in the header hereof.
7. If a tax document (invoice) issued by the Seller does not contain the necessary pre-requisites or will contain incorrect or incomplete information, the Buyer is entitled to return the tax document (invoice) to the Seller stating the reason for such return, without getting into arrears with payment. The new maturity period shall commence on the date of delivery of a duly corrected or supplemented tax document (invoice) to the Buyer.
8. The Seller is not authorised without prior consent of the Buyer to set-off any of its claims against any of the Buyer's claims or assign any of its rights and claims against the Buyer to a third party.
9. The Seller agrees that it shall in no way encumber its receivables from the Buyer existing under or in connection with any Specific Contract with a lien in favour of a third party.
10. If the Seller sets off, assigns or pledges any receivables from the Buyer resulting from any specific contract contrary to the previous provisions, the Seller will be obliged to pay the Buyer a contractual penalty in the amount of 10% of the amount of the receivable, which was the subject of set-off, assignment or pledge.

## **VI. LIABILITY FOR DEFECTS AND QUALITY WARRANTY**

1. The Goods and the Work must be free of any factual and legal defects. The Goods or the Work shall be considered to have defects if they do not comply with the Technical Specification, which conclusively defines the quality of the Goods or are not delivered in accordance with this Framework Agreement or any Specific Contract.
2. The Seller shall provide the Buyer with a warranty for the quality of the Goods for the period of **16 months** from the date of takeover of the Goods without any defects (hereinafter the "**Warranty Period**"). A defect shall be regarded as claimed in a timely manner if the notice of such defect is sent to the Seller on the last day of the Warranty Period at the latest. If the end of the Warranty Period falls on a Saturday, Sunday or a national holiday, the defect will be considered as claimed in a timely manner if the notice of such defect is sent to the Seller on the next following business day.
3. Under warranty for quality of the Goods, the Seller undertakes that it shall for the duration of the warranty period be capable of performance for the contracted purpose, otherwise for the usual purpose and that it shall maintain the contracted properties. The Seller is liable for any defect that occurs within the warranty.
4. The Seller declares that the Goods or Work are not encumbered with any rights of third parties and have no other legal defects.
5. If the Goods or Work suffer defect(s), the Buyer has the right to:
  - a) Have the defect removed through a new supply of perfect Goods;
  - b) Have the defect removed through the supply of the missing Goods;

- c) Demand an adequate discount on the price;
  - d) Withdraw from the relevant specific contract.
6. The choice of the entitlement resulting from defective Goods or Work under section 5 of this Article of this Framework Agreement always lies with the Buyer.
  7. Any complaint shall be accepted or rejected within **5 business days** of a notification emailed to the Seller at: XXX. Each warranty complaint shall be settled in accordance with section 5 of this Article VI within **14 calendar days** of its acknowledgement by the Seller. All costs incurred in connection with the defects of the Goods or the application of defect liability claims, in particular the costs of the replacement of any defective Goods, and the costs of delivery of any missing quantity of the Goods, shall be borne by the Seller.
  8. Before all defects of the Goods or the Work are removed, the Buyer will not be obliged to pay the Seller the price of the defective Goods or Work, which have not been paid yet.
  9. Making claim under liability for defects of the Goods or the Work shall not affect Buyer's entitlement to the agreed contractual penalty and damage compensation.
  10. Any activities, which are necessary for or are relating to claiming the defects, shall be performed by the Seller itself at its own costs in cooperation with the Buyer during the Buyer's working hours so that its activities will not endanger or limit the Buyer's activities.

## **VII. OTHER RIGHTS AND LIABILITIES OF CONTRACTING PARTIES**

1. The ownership title to the Goods supplied on the basis of this Framework Agreement or the Specific Contracts shall pass on to the Buyer at the moment of takeover of the Goods, i.e. at the moment the handover protocol for the Goods (delivery note) is signed by the Buyer. The risk of damage to the Goods shall pass to the Buyer at the same moment.
2. The ownership title to the design provided by the Buyer to the Seller shall remain vested and exclusive copyright of the Buyer as the author.
3. The Seller warrants to the Buyer that during the preparation, production or shipment and transport of the Goods — as long as the Goods are owned by the Seller or the Seller bears the liability for damage to the Goods — there shall be no misuse of the materials used for the production of the Goods, or of the finished Goods, and undertakes to take all necessary and appropriate measures to prevent the Goods from being lost or stolen.
4. The Buyer has not made any special security requirements for the transport of the Goods, which will be carried out by normal truck without any security measurements by choosing a carrier/courier without use of a collecting haulier, i.e. so called door to door type of transport. The Buyer shall notify the Seller if it requests special security transport. The costs of such security transport, if any, will be charged separately to the Buyer.
5. The Contracting Parties undertake to respect the confidentiality of any information and messages related to the actual cooperation and internal affairs of the Contracting Parties where disclosure of such information could harm the other Party.
6. In the event that the production of the Master creates copyrighted work within the meaning of Act No. 121/2000 Coll., on copyright, rights related to copyright and the

amendment to certain acts, as amended, (hereinafter referred to as the “**Work**”), whose author is the Seller, the Seller shall grant to the Buyer upon delivery of the Goods an exclusive territorially unlimited licence to the Work for the duration of the ownership rights to the Work and for all methods of use of the Work in the scope necessary for fulfilment of the purpose hereof. The Buyer hereby agrees to comply with the obligations following from the Copyright Act and from this Framework Agreement, especially in terms of non-provision of the right of use of the Work to any third party without consent of the Seller. The fee for the licence grant is included in the Master Price. The Seller is not entitled to any additional remuneration in relation to the copyrights to the Work that has not been agreed in this Framework Agreement.

7. If the author of the Work is a person different from the Seller the Seller shall obtain a licence for the Work within the scope of the previous section hereof including agreement of the right to provide a sub-licence to the Work to third parties. The Contracting Parties have agreed that by supply of the Goods the Seller shall provide to the Buyer a free-of-charge sub-licence to the Work. The Seller is not entitled to any additional remuneration in relation to the copyrights to the Work that has not been agreed in this Framework Agreement.
8. The Buyer has the right, after the termination of the Framework Agreement, to grant to third parties a sub-licence to the full or partial extent of the licence or sub-licence to the Work in an unlimited number. Furthermore, the Buyer has the right, after the termination of the Framework Agreement, to assign, in whole or in part, the licence or sub-licence to any third party and that third party may transfer it further without limitation, to which the Seller gives its consent.
9. The Seller undertakes to use the Work exclusively for the production of the Goods solely for the Buyer. The Seller is also obliged to secure the Work against any misuse, damage or loss caused by the Seller or a third party.
10. The provisions of sections 5 to 9 hereof shall not be relevant for and shall not be applied to the case of use of security holographic elements under copyright pursuant to the relevant legislation for the Master production by the Seller. In such case the Seller shall provide to the Buyer at the moment of the Goods delivery a non-exclusive territorially unlimited licence to these elements for the period of duration of the copyright to the Work and for all methods of the Work use within the scope necessary for fulfilment of the purpose hereof. The Buyer hereby agrees not to provide the right of use of the Work to any third party without the consent of the Seller. The remuneration for the licence provision pursuant to this paragraph shall be included in the Master price in compliance with Art. IV (3) hereof. The Contracting Parties have agreed that the produced Master as a physical object shall be left for physical disposal by the Seller unless otherwise agreed between the Contracting Parties.
11. The Seller hereby agrees to provide the necessary assistance in fulfilment of the obligations pursuant to the PPA.

#### **VIII. CONFIDENTIALITY**

1. The Contracting Parties are not entitled to disclose to any third party the non-public information they obtained or shall obtain during mutual cooperation, and the information relating to entering into this Framework Agreement and its content. This does not apply if



the information is disclosed to the employees of the contracting Party for the purpose of implementation hereof on a need-to-know basis, or to other individuals (information processors) involved in implementation hereof, under the same terms as laid down for the Contracting Parties hereto and always within the minimum scope necessary for due fulfilment hereof.

2. The Contracting Parties are liable to assure compliance with the liability pursuant to this Article of all individuals to whom the non-public information is disclosed pursuant to the previous sentence. Violation of the confidentiality commitment by these individuals shall be deemed violation by the Party disclosing the information to them.
3. Confidential information is any information mutually provided in written, oral, visual, electronic, or other format as well as know-how which has actual or potential value and which is not commonly available in the respective business circles, and further information which is designated in writing as confidential (abbreviation "DIS") or which may be assumed to be confidential information due to the nature of the respective matter.
4. The Contracting Parties hereby undertake that if in the context of mutual cooperation they get in touch with personal data or special categories of personal data in the sense of the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on free movement of these data, and repealing Directive 95/46/EC (the General Data Protection Regulation, or GDPR) and Act No. 110/2019 Coll., on Personal Data Processing, they will take all necessary measures to prevent unauthorised or random access to these data, their alteration, destruction or loss, unauthorised transfer, other unauthorised processing or any other misuse.
5. In this regard, the Contracting Parties undertake:
  - a) Not to disclose confidential information to any third party;
  - b) Ensure that the confidential information is not disclosed to third parties;
  - c) Secure the data in any form, including their copies, which include confidential information, against third party abuse and loss.
6. The obligation to protect confidential information does not apply to the following cases:
  - a) The respective contracting Party proves that the given information is available to the public without this availability being caused by the same contracting Party;
  - b) If the contracting Party is able to demonstrate that the given information was available to it before the date of disclosure of the information by the other Party and that it did not acquire it in violation of the law;
  - c) If the contracting Party obtains a written approval from the other Party to disclose the information further;
  - d) If the law or a binding decision of the respective public authority requires the information to be disclosed;
  - e) An auditor performs an audit at one of the Contracting Parties based on authorisation specified in applicable legal regulations.
7. The Party undertakes, upon the request of the other Party, to:
  - a) Return all the non-public information which was handed over to it in a "material form" (especially in writing or electronically) and any other materials containing or

- implying the non-public information;
- b) Return or destroy copies, extracts or other entire or partial reproductions or records of non-public information;
- c) Destroy without undue delay all documents, memoranda, notes and other written materials elaborated on the basis of the non-public information;
- d) Destroy materials stored in computers, text editors, or other devices containing non-public information pursuant to this Framework Agreement.

The Contracting Parties also undertake to ensure that the same shall be performed by any other individuals, to which the non-public information is disclosed by either Party. The obligation to return or destroy confidential information does not apply to, routine backup copies of electronic data, or confidential information which have to be stored by the receiving Party under mandatory law. The confidentiality obligations under this Framework Agreement remain applicable with regard to this retained confidential information for the storage period.

8. The employee of the liable Party authorised to destroy the documents in the sense of the previous section shall confirm the destruction at the request of the other Party in writing.
9. In case that either of the Contracting Parties or their employees or other individuals (information processors) become aware in a credible manner or if they have a reasonable suspicion that the confidential information has been disclosed to an unauthorised party, they shall be bound to inform the other contracting Party of such a fact without undue delay.
10. The confidentiality obligation is not time-limited. The obligation to maintain confidentiality of non-public information acquired within the framework of cooperation with the other Contracting Party lasts even after this Framework Agreement is terminated or expires. The confidentiality commitment shall pass onto any potential successors of the Contracting Parties.

## **IX. SANCTIONS**

1. In the event of the Seller's delay in delivery of the Goods in compliance with Art. III (1) hereof the Seller shall be obliged to pay a contractual penalty to the Buyer at the rate of 0.1 % from the price of the Goods or the Master – the part thereof with the delivery of which the Seller is in default – and to do so for each day of the delay.
2. In the event of the Seller's delay in acknowledgement or rejection of a complaint within the deadline specified in Art. VI (8) hereof (5 business days from notification) and the complaint settlement within the deadline specified in Art. VI (8) hereof (14 calendar days from the complaint acknowledgement) the Buyer shall be entitled to charge a contractual penalty in the amount of EUR 200 for each day of the delay per each individual case.
3. If the Seller uses the Work in any way in contradiction to Art. VII (9) hereof, i.e. for production of goods for another client, then the Seller shall be charged by the Buyer a contractual penalty in the amount of EUR 12,000 per each such case of unauthorised use of the Work.
4. In the event of violation of the liabilities following from Art. VIII hereof each Party shall be entitled to a contractual penalty in the amount of EUR 8,000 per each discovered case of violation of these liabilities.

5. Payment of the contractual penalty does not release the Seller from its duty to perform the obligations imposed on the basis of this Framework Agreement and the respective Specific Contract.
6. The Contracting Parties agree, that the liability of the Seller for other damages for which it is responsible, under any legal theory, shall be limited per each Specific Contract to a maximum amount corresponding to the supply volume of the Goods, which have been supplied and invoiced by the Seller to the Buyer under the respective Specific Contract. In any case the Contracting Parties shall not be liable for indirect damages, consequential damages, loss of profit, loss of production, interruption of business or loss of data or information. The foregoing limitations shall not apply in case, where a legally binding liability exists under mandatory law (e.g. Product Liability Act), in case of wilful misconduct or gross negligence of that Contracting Party, or in case of personal injury or death. Insofar as a Contracting Party's liability according to this section 6 of Article IX is excluded or restricted, this shall also apply to the personal liability of that party's employees, personnel, staff and other agents.
7. The contractual penalty is due within 30 calendar days after the delivery of the bill for the contractual penalty to the Seller.

#### **X. FORCE MAJEURE**

1. An obstruction which occurs independently of the will of the obliged Party which prevents it from performing its duty (and it may not be reasonably expected that the obliged Party could have averted or overcome the obstruction or its consequences and that at the moment of formation of this obligation it could have foreseen it) is regarded as a circumstance excluding liability.
2. In such case the concerned contracting Party shall notify the other contracting Party of the nature of the obstruction preventing it from performing its duties.
3. During the existence of such obstruction the concerned Party shall not be bound to perform the obligations resulting from this Framework Agreement.
4. As soon as the obstacle ceases to exist, the affected Party shall resume its obligations towards the other Party and shall do its utmost to remedy the consequences of the temporary non-performance of its obligations pursuant to this Framework Agreement.
5. The contracting Party that has a statutory right not to perform its obligations due to force majeure shall not be liable for the damage incurred by the other Party in this connection.
6. In the event, that the force majeure will exceed a period of 30 (in words: thirty) calendar days each Contracting Party may claim the other Party to adjust this Framework Agreement and/or the Specific Contract concerning delivery quantities, delivery times and prices. In so far as the Contracting Parties cannot agree upon such adjustments, each party may terminate this Framework Agreement and/or the Specific Contract with the exclusion of any further claims and rights, such as but not limited to direct damages, indirect damages, consequential damages, loss of profit, or loss of production.

## XI. ARBITRATION AND RESOLUTION OF DISPUTES

1. This Framework Agreement is governed by the laws of the Czech Republic, especially the Civil Code and PPA.
2. The Contracting Parties undertake to exert every effort to resolve any mutual disputes resulting from this Framework Agreement. If the Parties fail to find a solution of their mutual dispute, each contracting party will then have the right to file a claim with the competent court in the Czech Republic; jurisdiction of a court of another country is hereby excluded. The Parties have agreed that the general court having the jurisdiction according to the Buyer's registered seat shall be the competent court to decide any disputes that arose between the Parties on the basis of this Framework Agreement.

## XII. TERM OF THE FRAMEWORK AGREEMENT

1. The present Framework Agreement comes into force on the day it is signed by the Contracting Parties, taking effect once it is published in the Register of Contracts.
2. This Framework Agreement is entered into for a definite period of time, which is two **(2) years from the date it came into force** or until the maximum goods quantity stipulated in Article II section 4 hereof has been reached, whichever occurs earlier.
3. This Framework Agreement shall terminate:
  - a) with the lapse of the agreed-upon term of the Contract;
  - b) once this Framework Agreement's maximum goods quantity stipulated in Article II section 4 hereof is reached;
  - c) by written agreement between the Contracting Parties,
  - d) by withdrawal from this Framework Agreement in the case of its gross breach by the other contracting Party in the manner specified in section 4 below.
4. Either contracting Party may withdraw from this Framework Agreement if the other contracting Party commits a material breach of the provisions hereof. Except as stipulated by law or any other provisions hereunder, material breach of the Framework Agreement shall apply at all times if:
  - a) in 14 days from elapse of the supply deadline pursuant to Art. III (1) hereof the Goods are not duly and timely supplied to the Buyer for reasons on the side of the Seller. This provision is without effect on Art IX (1) hereof;
  - b) the Technical Specification has not been complied with.
5. The written notice of termination shall take effect on the day it is received by the other Party. The notice of withdrawal must be sent by registered mail. Withdrawal from this Framework Agreement does not terminate the contractual relationship from the outset and the Contracting Parties retain any performance provided for each other up to termination hereof.
6. Termination of this Framework Agreement shall not affect the provisions regarding contractual penalties, damage compensation, and such rights and obligations which, by their nature, shall persist even after this Framework Agreement is terminated. This

Framework Agreement is also to be applied to the relations formed during this Framework Agreement even after this Framework Agreement is terminated.

### **XIII. RESERVED CHANGES TO THE OBLIGATION**

1. In the sense of Section 100 (1) of PPA the Buyer hereby reserves the right to change the scope of supply pursuant hereto in the case of the requirement of the customer of the Buyer for a change of the size of the stamped area of the hologram, originally specified as 19 x 10 mm, or a change of the Goods width, originally 23 ± 0.5 mm according to Annex 1 hereto. Such reserved size change shall not exceed 20 % of the originally required size of the stamped area of the hologram and the Goods width.
2. In the case of the reserved change to the obligation the Buyer shall proceed accordingly with application of Art. II (3) hereof and the Goods to be supplied shall be specified in the Order in detail in compliance with the reserved change to the obligation pursuant to the first section hereof.
3. The Seller shall be liable to specify changes in the prices for the Goods deliveries within the individual quantity levels in the amounts of the price change not exceeding 10 % of the original price of the Goods pursuant to Art. IV (1) hereof.
4. The subject of the supply in compliance with its reserved change pursuant to section 1 above herein shall otherwise be governed by the remaining provisions hereof, as for, inter alia, the place of performance, the delivery terms, the payment terms and the damage liability and penalties **accordingly**.
5. The Buyer is not obliged to use the right pursuant to section 1 hereof.

### **XIV. FINAL PROVISIONS**

1. The Contracting Parties agree that any modifications and additions hereto may only be made in written amendments identified as such, numbered in ascending order, and agreed upon by the Contracting Parties.
2. Any established commercial habits or practices relevant to the agreed performance or to follow-up performance, shall not take precedence over contractual provisions or provisions specified in the Civil Code, even if such provisions have no enforcement effects.
3. The Seller undertakes to notify the Buyer without undue delay if the Seller becomes insolvent or is under threat of becoming insolvent.
4. The Contracting Parties hereby declare that no verbal arrangement, contract or proceedings on the part of any of the Contracting Parties exists, which would negatively influence the exercise of any rights and duties according to this Framework Agreement. At the same time, the Contracting Parties confirm by their signatures that all the assurances and documents hereunder are true, valid and legally enforceable.
5. If any provision hereof is or becomes invalid or ineffective, it shall have no effect whatsoever on the other provisions hereof, which shall remain valid and effective. In such a case, the Contracting Parties undertake to replace the invalid/ineffective provision with a valid/effective provision the effect of which comes as close as possible to the

originally intended effect of the invalid/ineffective provision. If any provision hereof is found null (void), the Contracting Parties shall analogously assess the effect of such nullity on the remaining provisions hereof in accordance with Section 576 of the Civil Code.

6. The Contracting Parties agree that in accordance with Section 219(1)(d) of PPA, this Framework Agreement will be published in the Register of Contracts pursuant to Act No. 340/2015 Coll., laying down special conditions for the effectiveness of certain contracts, the disclosure of these contracts and the register of contracts, as amended (the Register of Contracts Act). The Buyer shall arrange for the publication.
7. This Framework Agreement is executed in the **English language** and in two (2) counterparts each having the validity of the original document, of which each Contracting Party shall receive one (1) counterpart.
8. The Contracting Parties declare they agree with the content hereof and this Framework Agreement is prepared in a certain and intelligible manner, on the basis of true, free and serious will of the Contracting Parties, without any duress on either Party. In witness whereof they append their signatures below.
9. The following Annexes form an integral part of this Framework Agreement:  
Annex No. 1 - Technical Specifications (*consists of TS of the Buyer and Seller, which shall be in compliance with the tender conditions*)

On behalf of the Buyer:

In Prague, on .....

On behalf of the Seller:

In Fuerth, on .....

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**Tomáš Hebelka, MSc**  
Chief Executive Officer  
STÁTNÍ TISKÁRNA CENIN, státní podnik

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## **TECHNICAL SPECIFICATIONS**

### **Holographic film for hot stamping**

#### **Design, required holographic elements:**

- kinetic effect – colourful and colourless
- flip-flop effect
- positive and negative microtext
- nanotext
- nanoimage, nanostructures
- lens effect
- colourful and colourless bas relief
- concealed 3D image

Unregistered motif (continual design), the motif must be visible after application from the front and from the reverse side The motif shall be partially metallised/de-metallised.

Size of the applied hologram: 19 x 10 mm

Colour: silver (front and reverse side)

Thickness: 18 um +- 1 um

#### **Roll size:**

Roll width: 23 ± 0.5 mm

Roll winding: 220 bm (standard metres)

Max. external diameter of the roll: 75 mm

Paper hollow: 1"

#### **Application and substrate:**

Application on transparent polypropylene adhesive substrate

Application in the hot stamping machine, STEUER (B2)

Application temperature: 120°C - 170°C