

PURCHASE CONTRACT

registered at the Buyer under no. 128/2019
(hereinafter the "Contract")

made on the basis of the result of an open award procedure published pursuant to Act No. 134/2016 Sb., on public procurement, as amended (hereinafter "PPA"),

and

further, pursuant to Section 2079 et seq. of Act No. 89/2012 Coll., Civil Code, as amended
(hereinafter referred to as the "Civil Code")

by and between:

STÁTNÍ TISKÁRNA CENIN, státní podnik

with its registered office at Praha 1, Růžová 6, čp. 943, zip code: 110 00, Czech Republic
registered in the Commercial Register administered by the Municipal Court in Prague,
Section ALX, File 296, File Ref. ALX 296

represented by: **Tomáš Hebelka, MSc, chief executive officer**

Comp. Reg. No.: 00001279

VAT ID: CZ00001279

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

Account No.: 200210010/2700 EUR

IBAN: CZ44 2700 0000 0002 0021 0010

SWIFT: BACX CZPP

(hereinafter referred to as the "**Buyer**")

and

DGpress ServiceS B. V.

with its registered office at Hallseweg 21, 6964 AJ Hall, The Netherlands
registered in the Commercial Register kept by Chamber of Commerce Apeldoorn

represented by: **Remko Koolbergen and Pieter Kloppers**

Company ID: 52887898

VAT ID: NL850649262B01

Bank details: XXX

Account No.: XXX

IBAN: XXX

SWIFT: XXX

(hereinafter referred to as the "**Seller**")

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

Representatives authorised to lead contractual and economic negotiations:

on behalf of the Buyer: **Tomáš Hebelka, MSc, chief executive officer**

on behalf of the Seller: **Remko Koolbergen**

Representatives authorised to lead factual and technical negotiations:

on behalf of the Buyer: **XXX**
on behalf of the Seller: **XXX**

I. INTRODUCTORY PROVISIONS

1. The present Contract is made based on the results of the PPA open tender procedure for the public contract titled "*Update of the control system for the web offset press type DRENT VISION U 1133*", order reference number STC/4363/FÚ/2019 (hereinafter referred to as the "**Tender Procedure**"), with the Seller, who complies with all the tender conditions and whose bid has been selected as the most economically advantageous.
2. When interpreting the contents hereof, the Contracting Parties shall take account of tender documents relating to the tender procedure for the public contract titled "*Update of the control system for the web offset press type DRENT VISION U 1133*", the purpose of the tender procedure in question and the Contracting Parties' other steps taken during the award procedure as the Contracting Parties' relevant negotiations concerning the contents of this Contract before it was made. The provisions of laws and regulations on interpretation of legal conduct are not affected by this.
3. An essential requirement to conclude this Contract is the bid of the Seller submitted on 2nd August, 2019, whose content is known to both Contracting Parties.

II. SUBJECT MATTER OF THE CONTRACT

4. The Seller undertakes to deliver to the Buyer
 - a) Control system Management of web offset press type DRENT VISION U 1133
and
 - b) Control system of web offset press type DRENT VISION U 1133(hereinafter Control system Management of web offset press and Control system of web offset press referred to as the "System").
For detailed technical specifications for the System see Annex 1 hereto, with the technical specifications of Control system Management of web offset press given in Part A and the technical specifications of Control system of web offset press given in Part B Annex no. 1.
5. The Seller's obligations under the previous paragraph shall include:
 - a) dismantling and disposal of the existing control system of the web offset press type DRENT VISION U 1133 and its components;
 - b) transport including damage liability insurance of the System to the Buyer's Site and its relocation to the very installation site, and the packaging subject to DAP Praha 3 INCOTERMS® 2010 (Art. III(1));
 - c) submission of documents and paperwork related to the use of the System supplied (in particular, the system operating and maintenance manual and safe labour policy and technical documentation shall be provided in English language).

Existing original documents will be adjusted according to the changes made. If the System will be changed an addendum will be delivered in the same language as the original document.

- d) installation and commissioning of the System and its integration with the web offset press type DRENT VISION U 1133 (specific machine software and electrical/mechanical components), including 5 business days of its test run to verify its functioning;
 - e) training of the Buyer's designated employees in System operation, amounting to at least 5 persons, and System maintenance, amounting to at least 5 persons.
3. The subject of this Contract also includes the transmission of a list specifying all the computers installed and their localization. Fault messages/reports and control screens of all sections, will be customizable to the Czech language.
 4. At the same time, the Seller grants to the Buyer a perpetual and non-exclusive right (transferable in the event the System or the web offset press type DRENT VISION U 1133 is subject to resale) to use the computer programmes required for the operation of the System, including as part the subject hereof for the purpose agreed hereunder. The Buyer may use all of the software products provided in a manner that respects the Seller's or Third Party copyright. However, the Buyer may neither interfere with, nor modify the functions of the computer programmes in any way.
 5. The Buyer undertakes to take over the System and pay to the Seller the price set out under Art. V hereof.
 6. The Seller represents and warrants that:
 - a) The Seller understands the System specified in paragraph 1 of this Article will be used to supplement existing control system of the web offset press type DRENT VISION U 1133 and should be able to meet all of functionalities determine in the technical specification in Annex 1 hereto;
 - b) The System to be delivered by the Seller hereunder is fit for the purpose defined under point a) of this paragraph;
 - c) When performing this Contract, the Seller must adhere to the applicable legal regulations and the Buyer's internal guidelines in the area of occupational safety and health protection, fire safety, environmental safety and environmental disposal of waste, provided that the Buyer has presented the regulations and guidelines to the Seller's engineers.

III.

TERMS AND PLACE OF PERFORMANCE

1. The Seller must supply the System subject to DAP, STÁTNÍ TISKÁRNA CENIN, státní podnik, Production Plant III, Na Vápence 14/915, 130 00 Prague 3, Czech Republic (hereinafter referred to as the "**Buyer's Site**"), INCOTERMS ® 2010, at the latest within **20 weeks** of the **effectiveness of the present Contract** in accordance with Art. XII (10) hereof.
2. The Seller shall install, integrated and commission the System, train the operating staff and furnish the Buyer with documents on the System within 14 calendar days of the date specified in the Buyer's call to start the installation. The Buyer's call pursuant to the preceding sentence of this paragraph must be made by e-mail to the address [XXX](#) at least 5 working days before the specified date of start of the installation, with the installation of the System commencing no later than 1 month from the delivery of the System to the Buyer's Site. After performance of these tasks, the Contracting

Parties shall compile a Handover Protocol, which shall be issued in two copies and signed by the authorised representatives of both Contracting Parties responsible for negotiation of factual and technical issues, and each Contracting party shall receive one copy. The template of the Handover Protocol is contained in Annex 2, which is an integral part of this Contract. Upon ascertaining any defect on the System, which does not hinder its usage to the usual purpose, periods shall be stipulated in this Protocol for remedy of ascertained defects, including method for Seller's performance of this obligation.

3. Operability of the System shall be tested through trial operation lasting for 5 business days after the signing of the Handover Protocol. After successful completion of the trial operation, the Contracting Parties shall compile an Acceptance Protocol, which shall be issued in two copies and signed by the authorised representatives of both Contracting Parties responsible for negotiation of factual and technical issues, and each Contracting party shall receive one copy. The template of the Acceptance Protocol is contained in Annex 3, which is an integral part of this Contract.
4. The Buyer undertakes to provide an adequate quantity of testing material for both the System commissioning and training and the System trial operation. The Seller shall inform the Buyer of any requirements for the testing material after signing this Contract.
5. Partial backlog or defects preventing the proper use of the System is not acceptable and the Buyer is not obliged to take over the System in such a case and has right to immediate remedy of this defects or partial backlogs.

IV.

DELIVERY TERMS AND CONTRACTING PARTIES' COOPERATION

1. The Seller shall package the System properly and ensure its safe transport and notify the Buyer in a demonstrable manner no later than 5 business days in advance of the date of System delivery to the Buyer's premises, by e-mail to the Buyer's address [XXX](#).
2. The Seller represents that the packaging used is non-returnable and the Buyer may dispose of it in accordance with the applicable regulations as in force and effect within the area of the Buyer's Site.
3. The System shall be delivered in presence of the Seller's and the Buyer's agent at the Buyer's Site and the Seller shall furnish a delivery note along with the System delivery.
4. The Seller is obliged for the entire period until the signing of the Acceptance Protocol to maintain a third party liability insurance policy covering the Seller or parties for which the Seller is responsible, a third party, with a minimum indemnity limit of double the price of the Subject Matter of this Contract pursuant to Art. V(1), sentence 1 hereof. The Seller is obliged to submit a document demonstrating fulfilment of this insurance duty to the Buyer within 5 calendar days upon call from the Buyer.
5. The Buyer undertakes to grant the Seller's employees access to the place of performance and create necessary conditions for them to fulfil the Seller's contractual obligations.
6. The Seller undertakes to perform the subject matter hereof also in compliance with the Buyer's internal guidelines, including those concerning production security, unless they impede the factual and timely performance of the subject matter hereof.
7. The Seller's employees are mainly:

- a) allowed to enter only those areas on the Buyer's Site that are agreed between both Contracting Parties' representatives authorized to negotiate in factual and technical matters,
 - b) obliged to carry on their person visible cards for access to the Buyer's building,
 - c) obliged to have their own personal protective equipment as necessary for the work performed.
8. Before commencing the performance of the subject matter hereof, the Seller shall present the Buyer with a list of employees that are to enter the Buyer's premises. The list shall include each employee's full name and identity card or passport number, as appropriate. The list shall be kept updated.

V. PRICE

1. The price of the subject matter as set out under Art. II hereof has been determined by agreement of the Contracting Parties in accordance with the Seller's bid submitted under the Tender Procedure organised by the Buyer as the contracting authority, and amounts to (excluding VAT):

492.885 EUR

(in words: Four Hundred Ninety Two Thousand Eight Hundred Eighty Five Euros),
of which, for:

- a) supply of the Control system Management of web offset press including accessories (according to the Art. II(1) (a) hereof) **254.625 EUR**
- b) supply of the Control system of web offset press including accessories (according to the Art. II(1) (b) hereof) **227.980 EUR**
- c) Training (according to Article II(2) (e) hereof) **10.280 EUR**

Total **492.885 EUR** (hereinafter the "price").

- 2. The price set out under paragraph 1 of this Article is a fixed price, which cannot be modified.
- 3. The price set in Para. 1 of this Article already includes all costs of transport, accommodation, and meals of the Seller's technicians during performance of the subject matter of this Contract according to Article II. Para. 2, d) and e) hereof, and includes all auxiliary costs, licence fee according to Article II. Para. 4 hereof as well as any other fees (e.g. custom duties) associated with delivery of the subject matter to the Buyer's site.

VI. PAYMENT TERMS

- 1. The price according to Art. V(1) hereof shall be paid by the Buyer to the Seller by bank transfer as follows:
 - a) 40 % of the total price referred to in Art. V (1) hereof against submission of an

proforma invoice. The right to issue an proforma invoice for payment under point (a) of this paragraph is given to the Seller on the day following the delivery of the Buyer's information on the effectiveness of this Contract to the Seller's e-mail address [XXX](#). The Seller shall issue and send to the Buyer a proforma invoice within 1 week of the date of the right to issue the proforma invoice.

- b) 10 % of the total price referred to in Art. V (1) hereof against submission of an proforma invoice. The right to issue an proforma invoice for payment under point (b) of this paragraph is given to the Seller on the day following the delivery of the System to the Buyer's Site. The Seller shall issue and send to the Buyer a proforma invoice within 1 week of the date of the right to issue the proforma invoice. An annexe to the proforma invoice will be a copy of the delivery note.
- c) 30 % of the total price referred to in Art. V (1) hereof against submission of the final invoice. The right to issue this final invoice (the tax document) for the subject of this Contract is given to the Seller the following day after the handover of the System on the basis of the signature of the Handover Protocol; this invoice will be issued by the Seller in a single copy stating the number of the Contract, a copy of the Handover Protocol will be annexed to the final invoice (tax document), through this invoice will be accounted the proforma payment of 40% of the price paid in compliance with point (a) of this paragraph and proforma payment of 10% of the price paid in compliance with point (b) of this paragraph;
- d) 20% of the total price referred to in Art. V (1) hereof after completion of the trial operation period confirmed by the Acceptance Protocol signature according Article III par 3 hereof; An annexe to the final invoice (tax document) according to letter b) of this paragraph will be a copy of the Acceptance Protocol. The due date of the specified part of the price according to letter d) of this paragraph is 30 days from the signing of the Acceptance Protocol.

2. Each proforma invoice/invoice (tax document) must at least include the following essentials:

- identification details of the contracting parties (i.e. name, registered office address, identification number, registration details);
- the Contract reference number indicated in the Contract;
- payment identification via a link to the appropriate Article hereof;

and all essentials of a proper tax document laid down by the applicable legal regulations and the present Contract. The Seller is required to deliver the proforma invoice/invoice (tax document) to the Buyer's email address podatelna@stc.cz. The proforma invoice/invoice (tax document) shall show the bank account to which the payment is to be made. The account shall be identical to that stated in this Contract. The maturity of an proforma invoice/invoice (tax document) shall be 30 calendar days after issuing of the proforma invoice/invoice (tax document) unless otherwise provided hereof.

3. If any of the documents stated above (proforma invoice/invoice (tax document)) does not contain any of the essentials, or contains incorrect price information, or if the proforma invoice/invoice (tax document) is issued in breach of the applicable payment conditions, the Buyer may return such a proforma invoice/invoice (tax document) to the Seller for a revision. If the above is the case, the Buyer must indicate the reason for returning the invoice on the proforma invoice/invoice (tax document) concerned or in a cover letter. The maturity term of the new (corrected) proforma invoice/invoice (tax document) shall start on the date of its demonstrable delivery to the Buyer.

4. Payments of the individual price instalments shall be deemed made once the respective amounts are debited to the Buyer's account.

VII.
QUALITY WARRANTY, COMPLAINT PROCEDURE

1. The Seller shall supply the System to the Buyer in such a manner that the Buyer may use the same for the purpose hereof. Moreover, the Seller is responsible for meeting the quantity and date of delivery required for the System under the present Contract.
2. The Seller is responsible for ensuring that the System is properly delivered in accordance with this Contract and remains defect-free **within 12 months of the date of signing of the Acceptance Protocol by both Contracting Parties**, and the Seller grants a quality warranty on the System lasting for the same amount of time.
3. Under the quality warranty, the Seller accepts the obligation to ensure that the supplied System remains fit for the customary purpose and that it retains the agreed-upon or customary properties. The Seller shall be liable for any defects that occur during the warranty period on the new delivered system only. The Buyer may note any defects in the System supplied at any time during the aforementioned warranty period, yet in any event within no more than 30 days of the lapse of the warranty term, as long as the defects manifest themselves during the warranty period.
4. The quality warranty shall be extended by the period that elapses between the submission of a proper complaint and the remedy of the defect in the System.
5. All expenses associated with a justified claim shall be borne by the Seller.
6. The Buyer is obliged to describe the defect, given account of the manner in which the defect manifests itself and indicate the nature of the claims raised vis-a-vis the Seller. The defect notification must be delivered to the Seller's e-mail address: helpdesk@dgpress.nl.
7. The Seller undertakes to provide the Buyer with its position statement on the defect notification within 2 hours of the delivery of the written defect notification. In order to localise the defect or to implement the repair, the Seller can also use the "VPN (Virtual Private Network)" remote support connection. If the defect is remedied by means of remote support connection (VPN), the Seller undertakes to remove the defect within 5 hours from the delivery of the written defect notification. These periods run only during specified operating hours (operating hours is defined in the time range from 8:00 till 17:00 on weekdays).
8. If the defect is not removed using remote support (VPN), the Seller undertakes to remove defects, i.e., make the System operable, within 72 hours of the delivery of the written defect notification; this period shall be extended with bank holidays or state-endorsed holidays in the Seller's registered office country. In exceptional situations when a repair requires a longer time or the requisite spare part is not available, the Seller shall immediately notify the Buyer of the fact. If the defects may cause death or harm the health of persons, cause damage to the System or other Buyer's or third parties' property, the Seller undertakes to start correction of the reported defects immediately and to take necessary measures to prevent any harm or damage.
9. The Seller undertakes to remove the defects by repair or replacement of the defective part.
10. The Seller undertakes to deliver to the Buyer, on the day of defect rectification, any and all new and/or amended documents concerning the repaired and/or replaced part of the System that are required for System operation.
11. Travel expenses as well as insurance covering damage or loss relating to parts returned for repair or replacement including the expense of their return to the Buyer or

replacement, shall be covered by the Seller within the guarantee period. The Seller shall decide whether the original replaced parts should be sent back to the Seller.

12. The Seller undertakes to deliver replacement parts for fluent operation of the System, as well as SW support for a duration of 10 years after the signing of the Acceptance Report.

VIII. SANCTIONS

1. In the event the Seller occurs in default of delivery as per Art. III(1) hereof, due to reasons attributable to it, the Buyer shall be entitled to a contractual penalty equivalent to 0.05 % of the total price of the System for each commenced day of the default; the contractual penalty shall not exceed 30% of the price of the System as per Art. V (1) hereof.
2. In the event the Seller occurs in default of delivery as per Art. III(2) hereof, due to reasons attributable to it, the Buyer shall be entitled to a contractual penalty equivalent to 750 euros for each commenced day of the default. The contractual penalty shall not exceed 7.500 Euros.
3. In the event the Seller is in default of removing any justifiably claimed defects in the System during the warranty period as set out under Art. VII(8) hereof due to reasons attributable to it, it shall pay to Buyer a contractual penalty equivalent to 750 euros for each commenced day of the default. The contractual penalty shall not exceed 7.500 Euros.
4. Should the Seller breach obligations specified in Article IX hereof, the Buyer is entitled to issue a contractual penalty in the amount of EUR 7,800.00 for each case of violation of the given obligation.
5. Payment of the contractual penalty shall be without prejudice to the Buyer's claim to damage compensation.
6. The contractual penalty set out under paragraphs 1 through 4 of this Article shall be payable within 30 days of receipt of the billing thereof.

IX. 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 Contract 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 the need-to-know basis, or to other individuals (information processors) involved in implementation hereof, under the same terms as laid down for the 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 undertake that if they come, during mutual cooperation, into contact with personal/sensitive information within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and the relevant national implementing legislation, they will take all precautions to prevent unauthorized or accidental access to these data, their alteration, destruction or their loss, unauthorized transfers, unauthorized processing, as well as other kinds of their abuse.
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 Contracting 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 audit at one of the contracting parties based on authorization specified in applicable legal regulations.
7. The Contracting Party undertakes, upon the request of the other Contracting 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 Contract.
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 Contracting Party.
8. The employee of the liable Contracting Party authorised to destroy the documents in the sense of the previous paragraph shall confirm the destruction in request of the other Contracting 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 unauthorized 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 Contract is terminated or expires. The confidentiality commitment shall pass onto any potential successors of the Contracting Parties.

X.

SETTLEMENT OF DISPUTES AND GOVERNING LAW

1. This Contract and any matters that are not regulated or only partially regulated by this Contract shall be governed solely by and interpreted in compliance with Czech substantive law, in particular Act No. 89/2012 Sb., Civil Code, as amended.
2. Application of the United Nations Convention on Contracts for the International Sale of Goods of 11th April 1980, also known as the Vienna Convention, is hereby excluded.
3. The Contracting Parties undertake to settle any disputes arising out of this contractual relation primarily amicably by negotiation. The jurisdiction of Czech courts shall apply to all disputes arising out of or in connection with the present Contract and the jurisdiction of courts in any other state is hereby excluded. The locally competent court shall be that having jurisdiction at the address of the registered office of the Buyer.

XI.

WITHDRAWAL FROM THE CONTRACT

1. The Buyer may withdraw from this Contract if:
 - a) the System is not supplied or installed or commissioned within 1 month of the lapse in vain of agreed terms due to reasons attributable to the Seller. This shall be without prejudice to the provision under Art. VIII(1) hereof;
 - b) the technical specifications of the System given in Annex 1 hereto are not complied with;
 - c) the System is supplied with defects that are not removable or defects, the removal of which would bring about excessive costs or take an inappropriately long period of time.
2. Either Contracting Party may withdraw from the present Contract by serving a written notice if the other Contracting Party breaches the provisions hereof in a material way. The withdrawal becomes effective on the date of delivery of a written withdrawal notice to the other Contracting Party.
3. This shall be without prejudice to the withdrawing party's right to damages or a contractual fine or default interest.

XII.

FINAL PROVISIONS

1. This Contract may only be amended or added to following mutual agreement, through written progressively numbered addenda, designated as such and signed by the authorised representatives of the contracting parties. The addenda shall form integral parts hereof and any other arrangements shall be void. This provision shall not apply

in the event of changes in the authorised representatives listed in the Contract, which may be addressed by means of an official letter.

2. The rights and obligations arising out of the present Contract may not be assigned to a third party without the consent of the other Contracting Party.
3. Subject to the conditions set out in paragraph 1 of this Article, the present contract shall be equally binding for the respective legal successors of the contracting parties.
4. The Seller warrants to the Buyer that the System is not encumbered by third party rights.
5. The Contracting Parties assume the risk of a change in circumstances and must fulfil their obligations hereunder even if there is such a substantial change in circumstances that the change constitutes an especially gross disproportion in the rights and duties of the Parties by disadvantaging one of them by disproportionately increasing the cost of the performance or disproportionately reducing the value of the subject matter of performance; in particular, the Contracting Parties may not apply to a court for a decision restoring the balance of their rights and obligations or cancelling the Contract. Even if the performance of one of the Contracting Parties is grossly disproportionate to what the other Party has provided, the aggrieved Party may not request that the Contract be cancelled and everything be restored to the original condition.
6. The Contracting Parties do not wish that any other rights and obligations, in addition to those expressly agreed under the Contract, should be derived from the existing or future practices established between the Contracting Parties or from general trade usage or from the usage applied in the field relating to the subject of performance hereof, unless expressly agreed otherwise herein. In addition to the provisions stated above, the Contracting Parties hereby confirm that they are not aware of any trading usage or practices established previously between them.
7. If any provision hereof is or becomes invalid or ineffective, this shall not affect the other provisions hereof, which shall remain valid and effective. In such 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 putative (void), the effect of such defect on the other provisions hereof shall be appraised analogously to Section 576 of the Civil Code.
8. The Contracting Parties acknowledge that, pursuant to Section 219, Para. 1(d) of the PPA, this Contract shall be published in the Register of Contracts pursuant to Act No. 340/2015 Coll., on Special Conditions for the Effectiveness of Certain Contracts, the Disclosure of These Contracts and the Register of Contracts (Register of Contracts Act). The publication shall be ensured by the Buyer.
9. This Contract is executed in English in 2 copies having the validity of an original, of which each Contracting Party shall receive 1 copy.
10. The present Contract becomes valid on the date of its signing by the Contracting Parties and comes into force upon publication in the Register of Contracts.
11. Appended to the present Contract as its integral parts are:
 - Annex 1: Technical Specifications
 - Annex 2: Handover Protocol template
 - Annex 3: Acceptance Protocol template
12. In witness of their consent with the entire content of the present Contract, the authorized representatives of the Contracting Parties affix their signatures below.

Prague, dated

On behalf of the Buyer:

TOMÁŠ HEBELKA, MSc
Chief Executive Officer
STÁTNÍ TISKÁRNA CENIN, státní podnik

Place:dated

On behalf of the Seller:

REMKO KOOLBERGEN
DGpress ServiceS BV

Place:dated

On behalf of the Seller:

PIETER KLOPPERS
DGpress ServiceS BV

Annex No. 1

Technical specification of Update of the control system for the web offset press type
DRENT VISION U 1133

Technical specification – part A
Update of the Control system Management of web offset press type DRENT VISION U
1133

XXX

Technical specification – part B
Update of the Control system of web offset press type DRENT VISION U-1133

XXX

Schematic of current connection of Drent VISION U 1133 web printing machine

Handover Protocol template

Wording in accordance with the Purchase Contract registered by the Buyer under no. and made by and between the following Contracting Parties:

1. **STÁTNÍ TISKÁRNA CENIN, státní podnik**, with its registered office at Růžová 6/ 943, Praha 1, Czech Republic, represented by Tomáš Hebelka, MSc, chief executive officer

(hereinafter referred to as the "Buyer")

on the one part,

and

2.
represented by:

(hereinafter referred to as the "Seller")

on the other part.

The Buyer:

- a) hereby confirms the acceptance, installation and commissioning of the Control system for the web offset press DRENT VISION U 1133 (hereinafter referred to as the "System") and acceptance of all necessary documents and technical documentations as specified in Purchase Contract No.;
- b) confirms training of System operators and maintenance workers.

The System trial operation lasting for 5 business days shall start on the following day of signing hereof.

Prague, dated

On behalf of the Buyer:

STÁTNÍ TISKÁRNA CENIN, státní podnik

On behalf of the Seller:

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Acceptance Protocol template

Wording in accordance with the Purchase Contract registered by the Buyer under no. and made by and between the following Contracting Parties:

1. **STÁTNÍ TISKÁRNA CENIN, státní podnik**, with its registered office at Růžová 6, house no. 943, Praha 1, Czech Republic, represented by Tomáš Hebelka, MSc, chief executive officer

(hereinafter referred to as the "Buyer")

on the one part,

and

2.
represented by:

(hereinafter referred to as the "Seller")

on the other part.

The Buyer:

- a) hereby confirms that the successful trial operation of the Control system for the web offset press DRENT VISION U 1133 (hereinafter referred to as the "System") has been completed;
- b) hereby confirms that no defects or deviations were established during the trial operation of the System. The System complies with the Buyer's requirements and technical parameters specified in Purchase Contract No.

The warranty period specified in the Purchase Contract shall commence by signing thereof.

Prague, dated

On behalf of the Buyer:

STÁTNÍ TISKÁRNA CENIN, státní podnik

On behalf of the Seller:

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