

AMENDMENT No. 1 to the CONTRACT ABOUT DELIVERY AND SERVICE OF A SORTING SYSTEM

registered with the Ordering party under No. 221/2018
(hereinafter referred to as the "Amendment")

**signed as the result of public procurement, awarded in the upper tier regime in an
open procedure under the Act No 134/2016 on public procurement, as amended
(hereinafter referred to as "PPA"),**

and

**also in compliance with the Act No 89/2012 Civil code as amended (hereinafter
referred to as „CC“)**

between:

STÁTNÍ TISKÁRNA CENIN, státní podnik

with registered office Růžová 6, House No. 943, 110 00 Praha 1
registered in the Commercial Register of the Municipal Court of Prague,
Section ALX, insert 296, ref. ALX 296

Represented by: **Tomáš Hebelka, MSc**, Director General

Company ID: 00001279

Tax reg. ID: CZ00001279

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

account number: 200210010/2700

IBAN: CZ44 2700 0000 0002 0021 0010

BIC/SWIFT: BACX CZPP

(further on only the "**Ordering party**" or "**STC**")

and

Giesecke+Devrient Currency Technology GmbH

with registered office at Prinzregentenstrasse 159, 81677 Munich, Germany
recorded in the Commercial register of the Local Court of Munich, section B, insert HRB
148256

Represented by: **Wolfgang Kneilmann**, Managing Director, Head of Currency
Management Solutions, and

Monika Speckmaier, Global Vice President Value Added Solutions
and Services

Company ID: 148256

Tax reg. ID: DE229960356

Bank: Bayerische Landesbank Munich

Account no: IBAN: DE90 7005 0000 0004 6491 62, BIC: BYLADEMXXX

(further on only the "**Contractor**")

(the Ordering party and Contractor hereinafter together as "**Contracting Parties**")

I.

1. The Contracting Parties concluded the above-mentioned Contract about delivery and service of a sorting system on 20th December 2018 (hereinafter referred to as the „**Contract**“).
2. After the conclusion of the Contract, the state of emergency was declared in the period from 12th March 2020 till 17th May 2020 in the whole territory of the Czech Republic from by the Government Decree No. 194 issued on 12th March 2020 in accordance with Articles 5 and 6 of Constitutional Act No. 110/1998 Coll., on the Security of the Czech Republic, and measures related to incidence of the Coronavirus (known as SARS CoV-2) were introduced, namely the ban of all foreigners coming from Coronavirus risk areas including the Federal Republic of Germany from the entry into the territory of the Czech Republic, which the diligent Ordering Party could not foresee.
3. After the conclusion of the Contract, the Contractor became unable to access the place of performance, i.e. it became impossible to perform the necessary activities at the place of performance according to the subject of the Contract in the period from 1st April 2020 till 31st August 2020 due to the reconstruction of the roof of the Ordering Party's building at Praha 1, Růžová 6, House No. 943, 110 00, Czech Republic, due to which the Ordering Party has been in default of providing necessary cooperation to the Contractor with the Contractor's performance.
4. The Contracting Parties jointly declare that one set of custom detectors was only delivered to the production site of the Sorting System on 12th May, 2020 within the meaning of Article II paragraph 6 of the Part A of the Contract. The delay in the delivery of custom detectors was caused by extraordinary measures of the Republic of Austria restricting the manufacturer of custom detectors in their delivery to the place of production site of the Sorting System.
5. With regard to the above, the Contracting Parties have agreed within the meaning of Article III paragraph 4 of the Common Provisions for both parts of the Contract and in accordance with Section 222 of Act No. 134/2016 Coll. on Public Procurement, as amended.
6. The Contract is amended as follows:
 - a) The current wording of Article II Paragraph 4, Part A of the Contract is replaced by the following new wording:

„4. The Contractor undertakes to deliver the Work to the place of performance, however, no earlier than on 1st September 2020. The Contractor undertakes to move Work inside, install and hand it over to the Ordering Party after the verification of serviceability of the Sorting System by successful performance of a trial run, on 20th April 2021 at the latest.“
 - b) The current wording of Article V Paragraph 3, Part A of the Contract is replaced by the following new wording:

“3. The risk of damage to the Work passes to the Ordering Party at the time of signing of the Protocol of the successful SAT implementation.

7. The Contractor provides to the Ordering Party a warranty for the delivered Sorting System in the duration of 12 months starting from the signing of the protocol of successful SAT implementation.
8. In order to affirm the economic balance of the contractual obligation between the Contracting Parties, the Contracting Parties have agreed to amend the Contract by replacing Article IV Paragraph 1, Part B of the Contract with the following new wording:

„1. The price for the performance of the Contractor's activities under this Contract ("full service") is set at a lump sum excluding VAT and amounts to EUR 98,000 (in words: ninety eight thousand Euros) per year.

The Contracting Parties have agreed that for the first year of the Contractor's performance under this contract ("full service"), i.e. for the period of 12 months after the signing of the Protocol on the handover and acceptance of the Work, the price is a lump sum in the amount of EUR 65,000 (in words: sixty five thousand Euros) without VAT."

9. In the view of the fact that the Coronavirus pandemic is still ongoing, the Contracting Parties agree that If the Coronavirus pandemic obstructs the works for fulfilment of this Contract, access and travel rights of one or both of the Contracting Parties, the affected Contracting Party must declare this obstruction within one week after its first appearance. The delay caused by this obstruction will be added to the time schedule for performance of the subject of the Contract. Possible contractual penalty payments and/or payments for compensation of damages will not apply in case they are caused exclusively by a delay due to the Coronavirus Pandemic.

II.

Other provisions of the Contract shall remain unchanged by the Amendment and remain in full force and effect.

III.

1. This Amendment shall be drawn up in Czech and English language version, each in duplicate, with the validity of the original of which each Contracting Party shall receive one copy of each language version. In the event of a disputed interpretation of this Amendment, the Czech version of the Amendment shall prevail.
2. The Contractor takes note that this Amendment shall be, in accordance with Act No. 340/2015 Coll., on Special Conditions of Efficiency of some Contracts, Disclosure of such Contracts and the Contracts Register (the Contracts Register Act), after signing by both Contracting Parties disclosed in the Contracts Register. The disclosure and related operations shall be ensured by the Ordering Party.
3. The Amendment comes into validity on the day of signature by both Contracting Parties and into effect on the day of its disclosing in the Contracts Register.

In Prague on the day of
On behalf of the Ordering Party:

STÁTNÍ TISKÁRNA CENIN, státní podnik

Tomáš Hebelka, MSc
General Director

In Munich on the day of
On behalf of the Contractor:

Giesecke+Devrient **Currency**
Technology GmbH
Wolfgang Kneilmann
Managing Director
Head of Currency Management Solutions

Giesecke+Devrient **Currency**
Technology GmbH

Monika Speckmaier,
Global Vice President Value Added
Solutions and Services