

FRAMEWORK AGREEMENT FOR THE PRODUCTION AND SUPPLY OF SELF-ADHESIVE PAPER FOR EU VISA

registered by the Buyer under No. 052/OS/2020
registered by the Seller under No. 1427074

(hereinafter referred to as "**this Framework Agreement**")

made pursuant to the provision of Section 53 of the Act No. 134/2016 Coll., on public procurement, as amended (hereinafter referred to as the "PPA")

and

pursuant to Section 1746 (2) et seq. of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "Civil Code")

by and between:

STÁTNÍ TISKÁRNA CENIN, státní podnik

with its registered office at Prague 1, Růžová 6, house No. 943, 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 number: 200210010/2700

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

and

Tullis Russell Coaters Limited

with its registered office at Church Street, Bollington, Macclesfield, Cheshire, SK1 0 5QF, UK entered in the Commercial Register administered by Companies House

Business ID: 1427074

Tax Identification No.: 452 36200 04159

Represented by: XXX

Bank details: XXX

Account number: XXX

(hereinafter the "**Seller**")

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

I. INTRODUCTORY PROVISIONS

1. This Framework Agreement is concluded on the basis of the results of a simplified below-threshold procedure within the meaning of Section 53 of the PPA for the public contract entitled "*Production and Supply of Self-adhesive Paper for EU Visa Production*" hereinafter referred to as the "**tender procedure**") with the Seller who meets all the tender conditions and whose tender was selected as the most economically advantageous. The basis for this Framework Agreement is also the Seller's tender for the tender procedure submitted on 3/8/2020, the content of which is known to the Parties (hereinafter referred to as the "**Tender**").
2. When interpreting the content of this Framework Agreement, the Parties are obliged to take into account the tender conditions and the purpose related to the tender procedure. The provisions of laws and regulations on interpretation of legal conduct are not affected by this.
3. This Framework Agreement regulates the method for conclusion of individual partial contracts, conditions for execution of individual deliveries on the part of the Seller, as well as other rights and obligations of the Parties related to the realisation of the individual partial contracts concluded hereunder.

II. SUBJECT MATTER OF THE FRAMEWORK AGREEMENT

1. The subject matter of this Framework Agreement is **the Seller's obligation to produce and supply the Buyer with self-adhesive paper for EU visa** (hereinafter referred to as "**Goods**" or "**paper**"), which must
 - i. meet the technical specification requirements arising from EU requirements, namely **Commission Implementing Decision C (2018) 674 dated 12 February 2018 and Regulation 2017/1370 of the European Parliament and of the European Council dated 4 July 2017** (hereinafter collectively referred to as "**European Legislation**"), and further
 - ii. correspond with the Buyer's technical specifications beyond the framework of European Legislation specified in Annex No. 1 hereto,according to the Buyer's current needs, and enable the Buyer to acquire ownership of the delivered Goods.
2. The Buyer undertakes to accept the Goods, duly and timely 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 shall take place according to the Buyer's needs in line with the written orders, each one of which constitutes a proposal to conclude a partial contract (hereinafter as an "**order**"), and confirmations, which constitute the acceptance of the proposal to conclude a partial contract (hereinafter as a "**partial contract**"). A partial 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 a maximum financial amount of EUR 200,000 excluding VAT for the entire duration of this Framework Agreement.

III. ORDERS

1. As a minimum requirement, an order shall contain the following details:
 - a) Buyer's identification data;
 - b) Detailed specification of the Goods, including the quantity of the Goods to be delivered;
 - c) Other requirements for the Goods;
 - 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.

2. The order shall be sent to the Seller electronically to the Seller's e-mail address XXX.
3. The Seller is obliged to confirm the receipt of this partial order in writing within 2 working days of receiving the order to the Buyer's e-mail address XXX. As a minimum requirement, confirmation of an order must contain identification data of the Seller and the Buyer, and identification of the order being confirmed.
4. The Parties agree that the Seller will respect the supplies of the Goods as requested and will not modify the supplies as to type, volume or finance unless expressly agreed by the Parties.
5. The Seller undertakes in the fulfilment of any purchase order to act in accordance with the Tender.

IV. DELIVERY DATE AND PLACE OF PERFORMANCE, DELIVERY CONDITIONS

1. The Seller is obliged to deliver the Goods to the Buyer within the date specified in the relevant order. **The delivery date will be specified in the relevant order according to the Buyer's needs in the range of XXX from the date the order reaches the Seller.**
2. Each delivery of the Goods shall be accompanied with a delivery note, which shall be confirmed by both 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 position/serial number according to the order;

- d) contract number (if stated in the order);
 - e) Material code according to IS in STC format;
 - f) The number of the supplied units and unit of measure;
 - g) Item name.
3. The place of performance shall be the factory of the Buyer at the address.
 - **Production Plant I – Růžová 6, House No. 943, 110 00 Prague 1, Czech Republic.**
 4. The Seller shall arrange for the transportation of the Goods to the place of performance at its own expense and risk in accordance with Incoterms 2020, DAP.
 5. 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. Outside these hours, it is only possible to receive Goods following a previous agreement made over the phone between the Seller and the Buyer's representative stated in the order.
 6. The Seller shall notify the Buyer to the e-mail address: XXX and to the e-mail address specified in the order the expected date and time when the Goods will be delivered to the Buyer's address, at least 3 (three) working days before the day of dispatch from the Seller's plant. The Seller shall immediately inform the Buyer about expected failure to arrive on time in order to solve this situation. The Buyer shall confirm this information to the Seller.
 7. The Buyer is entitled to refuse to take over the Goods if the Goods have defects or are not supplied in the agreed type, quality, quantity or time.
 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 the Goods are secured against mechanical damage and damage by climate effects. Each delivered dispatch shall be duly marked with the information of the Goods, manufacturer and weight of the Goods.
 9. The Buyer is obliged to take over to Goods free of any defects and supplied by the Seller on the basis of and in accordance with this Framework Agreement, and to pay the Seller the price of deliveries of the Goods.
 10. The ownership title to the Goods supplied on the basis of this Framework Contract shall pass on 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.

V. PRICE

1. The price for deliveries of Goods in **EUR excluding VAT** is determined on the basis of the really realised performance according to a specific partial contract and the unit prices listed below (hereinafter referred to as the “**delivery price**”). The unit prices are the maximum

prices that shall not be exceeded. The unit prices for 1000 sheets of paper are in the individual quantity ranges as follows:

<u>Quantity</u>	<u>Price per m²</u>	<u>Price per 1,000 sheets</u>
0 – 22 000 sheets	XXX EUR excl. VAT	XXX EUR excl. VAT
22 001 – 30 000 sheets	XXX EUR excl. VAT	XXX EUR excl. VAT
30 001 – 37 000 sheets	XXX EUR excl. VAT	XXX EUR excl. VAT
37 001 – 45 000 sheets	XXX EUR excl. VAT	XXX EUR excl. VAT
45 001 – more sheets	XXX EUR excl. VAT	XXX EUR excl. VAT

If the Seller is a registered VAT payer in the Czech Republic, the Buyer shall pay the Seller the price plus the VAT in accordance with the applicable legislation.

2. The delivery price also includes any related cost, especially any cost of package and transportation of the Goods to the Buyer to the place of performance according to Article IV paragraph 3 hereof and any cost of waste disposal.

VI. PAYMENT TERMS

1. The delivery 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 delivery of the Goods is established on the day of delivery, i.e. the date of signature of the Delivery Note by the Buyer's authorised person. The date of taxable supply 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 does not provide the Seller with any advance payments for the price.
4. A tax document (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. The Seller shall issue a separate tax document (invoice) for each delivery of Goods.
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 invoice to the Buyer to e-mail address XXX. For the purposes of this Framework Agreement, an invoice shall be deemed paid once the respective amount has been deducted from the Buyer's financial account specified in the header of this Framework Agreement.
7. If a tax document (invoice) issued by the Seller does not contain the necessary formalities 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. In the case that the Seller is a VAT payer registered in the Czech Republic, the provisions of the Paragraph 9 to 12 in this Article shall be applied and be binding for the Seller.
9. The Seller shall immediately notify the Buyer, a recipient of the taxable performance, within 2 working days of its becoming aware of its insolvency at the latest, or of issuing a decision by a tax administrator, that the Seller is an unreliable payer pursuant to Section 106a of Act No. 235/2004 Coll., Value Added Tax, as amended (hereinafter "VATA". Failure to adhere to the present obligation shall be regarded as a material breach of this Framework Agreement by the contracting parties.
10. The Seller undertakes that the bank account specified by it for payment of any obligation of the Buyer based on this Framework Agreement will be posted from the date of this Framework Agreement signing to termination of its term in the way enabling remote access in the meaning of Section 98 VATA, otherwise the Seller is obligated to notify another bank account to the Buyer, made duly public in the meaning of Section 98. In the case the Seller is recorded by the tax administrator as an unreliable tax payer in the meaning of Section 106a VATA, the Seller undertakes to immediately notify this to the Buyer along with the date on which this circumstance arose.
11. If a guarantee for the unpaid VAT arises for the Buyer pursuant to Section 109 VATA from the accepted taxable performance from the Seller, or the Buyer has a grounded assumption that such circumstances have arisen or may have arisen, the Buyer is entitled, without the Buyer's consent, to exercise a process of special method of tax provision, i.e. the Buyer is entitled to pay the VAT amount based on the invoice (tax document) issued by the Seller directly to the relevant Tax authority pursuant to Section 109 a 109a VATA.
12. By paying VAT into the bank account of the Tax Office the Seller's claim from the Buyer amounting to the VAT having been paid shall be considered settled regardless of other provisions hereof. At the same time, the Buyer is obligated to notify the Seller of such payment immediately after its accomplishment in writing.
13. The Seller is not authorised, without prior consent of the Buyer, to set-off any of its receivables from the Buyer with any of the Buyer's receivables from the Seller or assign any of its rights and receivables from the the Buyer to a third party.
14. The Seller agrees that it shall in no way burden its claims against the Buyer under the partial contract or in connection with a lien in favour of a third party.

VII. LIABILITY FOR DEFECTS AND QUALITY WARRANTY

1. The Goods must be free of any factual and legal defects. The Goods are considered to have defects, if not delivered in accordance with this Framework Agreement or any partial contract.
2. The Seller shall provide the Buyer with a guarantee for the quality of the Goods for the period of **24 months** from the date of takeover of the Goods without any defects (hereinafter as 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 shall 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 the Goods shall be free of defects, i.e. be, for the duration of the Warranty Period, capable of performance for the contracted purpose, otherwise to the usual purpose, and maintain the otherwise the usual properties contracted in particular in Article II Paragraph 1 hereof and in Annex No. 1 hereto. The Seller is liable for any defect, including hidden or obvious defects, which arise or manifest during the Warranty Period. The Buyer may claim defects in the delivered Goods at any time during the Warranty Period.
4. The Seller declares that the Goods are not encumbered with rights of third parties and have no other legal defects.
5. If the Goods suffer defect(s), the Buyer is entitled 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 partial contract.
6. The choice of the entitlement resulting from defective Goods under Paragraph 5 of this Article hereof always lies with the Buyer.
7. The period for settling a warranty claim is **20 calendar days** from its notification to the Seller's e-mail address: XXX. All costs incurred in connection with the defects of the Goods or the exercise of defect warranty claims, especially 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 are removed, the Buyer will not be obliged to pay the Seller the price of the defective Goods, if the price for defective Goods has not yet been paid to the Seller at the time of the exercise of warranty claim.
9. Making claim under liability for defects shall not affect Buyer's entitlement to the agreed contractual penalty and damages.
10. Any activities, which are necessary for or are relating to claiming the defects, shall be made 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.

VIII. PROTECTION OF INFORMATION

1. The 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 Parties hereto and always within the minimum scope necessary for due fulfilment hereof.
2. The Contracting Parties are liable to assure compliance with the obligations 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 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 Protection, they will take any and 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 Parties agree, in particular:
 - a) Not to disclose non-public information to any third party;
 - b) To ensure the non-public information is not disclosed to third parties;
 - c) To secure the data in any form, including their copies, which include non-public information, against third party misuse and loss.
6. The obligation to protect non-public information shall not apply to the following cases:
 - a) The respective Party proves that the given information is available to the public without this availability being caused by the same Contracting Party;
 - b) If the 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 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 Parties based on authorisation specified in applicable legal regulations.
7. The Parties agree, 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 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.

8. The employee of the liable Party authorised to destroy the documents in the sense of the previous paragraph shall confirm the destruction at the request of the other Party in writing.
9. In case that either of the 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 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 Party lasts even after this Framework Agreement is terminated or expires. The confidentiality commitment shall pass onto any potential successors of the Parties.

IX. SANCTIONS

1. In the case of Seller's delay with the delivery of the Goods, the Seller is obliged to pay a contractual penalty to the Buyer in the amount of 0.1 % of the price of the Goods or its part with the delivery of which the Seller is in delay, for each started day of such delay.
2. In the case of the Seller's delay in settling a warranty claim within the period specified in Article VII Paragraph 7 hereof, the Buyer is entitled to demand a contractual penalty in the amount of 0.05% of the price for the Goods or its part, for each started day of such delay.
3. In the case of violation of the obligations resulting from Art. VIII hereof, the Buyer shall be entitled to a contractual penalty in the amount of EUR 7,800 per each discovered case of violation of these obligations.
4. If the Seller sets off, assigns or pledges any receivables from the Buyer resulting from any partial order contrary to the provisions of Article VI Paragraph 13 and 14 hereof, 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 of pledge.
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 partial contract.
6. Stipulating the contractual penalty is without prejudice of the right to compensation of any incurred harm to full extent.
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 Party shall notify the other 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 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.

XI. APPLICABLE LAW 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 Parties undertake to exert every effort to resolve any mutual disputes resulting from this Framework Agreement. Should the Parties fail to agree on an amicable settlement of a mutual dispute, each of the Parties may seek its rights before a competent court in the Czech Republic; the jurisdiction of a foreign court is excluded. The Parties have agreed that the competent court for judgement of the disputes arising between them under this Framework Agreement is the general court according to the Buyer's registered seat.
3. The application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980, known as the Vienna Convention, is excluded by this Framework Agreement.

XII. TERM OF THE FRAMEWORK AGREEMENT

1. The present Framework Agreement comes into force on the day it is signed by both Parties and taking effect once it is published in the Register of Contracts.
2. This Framework Agreement has been entered into for a definite period of time, namely for a period of 2 years from the date of its entry into force, or until the maximum financial limit agreed in Article II Paragraph 4 hereof has been exhausted, whichever is the earlier.
3. This Framework Agreement shall terminate
 - a) with the lapse of the agreed term;
 - b) upon the exhaustion of the maximum financial limit stated in Article II Paragraph 4 hereof;
 - c) by written agreement of the Parties;
 - d) by written notice of termination by either Party;

- e) by withdrawal from this Framework Agreement subject to the terms given below in the event of a substantial breach hereof by either Party.
4. The Parties agree that they consider the following cases in particular to constitute a substantial breach hereof:
- a) a failure to meet technical specification of Goods pursuant to Article II Paragraph 1 hereof or pursuant to Annex No. 1 hereto;
 - b) repeated, at minimum the second, delay of the Seller in the delivery of Goods according to partial contracts for a period exceeding 7 business days;
 - c) breach of Article VIII hereof which has not been remedied following a previous notice for correction,
 - d) breach of obligation under Article XIII Paragraph 1 hereof;
 - e) breach of obligation under Article XIII Paragraph 2 hereof.
5. The partial contract shall terminate:
- a) if such termination is agreed upon by both of the Parties hereto;
 - b) By withdrawal of the Buyer
 - i. in the case pursuant to Article VII Paragraph 5 letter (d) hereof; or
 - ii. in the case of a breach of the partial contract by the Seller in a substantial manner, whereas the Parties consider such a breach of the partial contract in a substantial manner to be in particular the case pursuant to Article XII Paragraph 4 letters (a), (c), and (d) hereof and the case where the Seller is in delay with the delivery of Goods according to specific partial contract for more than 2 calendar weeks.
6. The written notice of withdrawal from this Framework Agreement or a specific partial contract shall take effect on the day the written notice of withdrawal is delivered to the other Party. The notice of withdrawal from this Framework Agreement or a specific partial contract must be sent by registered mail. Withdrawal from this Framework Agreement or from a specific partial contract does not terminate the contractual relationship from the very beginning, the mutual performances provided by the Parties until the termination of this Framework Agreement or a specific partial contract shall be retained by both Parties.
7. The Parties are entitled to terminate this Framework Agreement at any time, without stating any reason. The notice period shall be 6 months and shall begin on the first day of the calendar month following the delivery of written notice of termination to the other Party. The notice must be sent by registered mail. The Parties take into consideration that they are obliged to fulfil the obligations arising from this Framework Agreement during the notice period.
8. 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, including partial contracts, formed during this Framework Agreement even after this Framework Agreement is terminated.

XIII. OTHER PROVISIONS

1. For the entire period of validity and effectiveness of this Framework Agreement, the Seller is obliged to maintain valid a liability insurance contract for damages caused to third parties for the minimum amount of EUR 87,500. At the request of the Buyer, the Seller is obliged to submit a copy of the insurance contract (insurance certificate) proving the required insurance at any time, no later than 10 calendar days from the receipt of such a request by the Buyer.
2. The Seller further acknowledges and agrees that the Buyer is entitled to conduct the Security audit / check related to the subject of performance of this Framework Agreement at the Seller's facility, which usually requires the Seller's assistance, by enabling access to the Seller's facility, or verification of specific processes of the Goods production. A more detailed description of the requirements of the Security audit / check is set out in Annex No. 2, which is integral part of this Framework Agreement. Breach of this Seller's obligation to enable realization of the Security audit / check constitutes a substantial breach of Framework Agreement pursuant to Article XII Paragraph 4 hereof.

XIV. FINAL PROVISIONS

1. The 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 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 Parties hereby declare that no verbal arrangement, contract or proceedings on the part of any of the Parties exists, which would negatively influence the exercise of any rights and duties according to this Framework Agreement. At the same time, the 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 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 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 Parties take into consideration that in accordance with Section 219 (1) (d) of the PPA, this Framework Agreement shall 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 (the Register of Contracts Act), as amended. The publication shall be arranged by the Buyer.

7. This Framework Agreement is drawn up in two copies in English language, each having the same validity as the original itself. Each Party shall receive one copy.
8. The 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 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 specification beyond the framework of European Legislation
Annex No. 2 – Security audit

For the Buyer:

In Prague, on

For the Seller:

In Bollington UK, on

Tomáš Hebelka, MSc

Chief Executive Officer

STÁTNÍ TISKÁRNA CENIN, státní podnik

XXX

XXX

Tullis Russell Coaters Limited