

CONTRACT FOR WORK

On record with the Client under No. 058/OS/2020
On record with the Contractor under No. 5446-00304-I-1
(hereinafter referred to as the "Contract")
concluded on the basis of the result of the open tender procedure issued pursuant to Act No. 134/2016 Coll., on public procurement, as amended (hereinafter referred to as the "PPA")
and
concluded pursuant to Section 2586 et seq. of Act No. 89/2012 Coll., Civil Code, as amended

I. CONTRACTING PARTIES

STÁTNI TISKÁRNA CENIN, státní podnik

with its registered office at Praha 1, Růžová 6, House 943, zip code: 110 00, Czech Republic
registered in the Commercial Register administered by the Municipal Court in Prague,
Section ALX, File 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 "**Client**")

and

Mühlbauer GmbH & Co. KG

with its registered office at Josef-Mühlbauer-Platz 1, 93426 Roding, Germany
registered in the Commercial Register kept by Local Court Regensburg, File HRA 9073

represented by: **Thomas Betz, Managing Director**
Ludwig Huber, Authorized Signatory
Company ID: HRA 9073
VAT ID: DE 811156881
Bank details: XXX
Account No.: XXX
IBAN: XXX
SWIFT: XXX

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

(the "Client" and the "Contractor" hereinafter referred to collectively as the "**Contracting Parties**")

Representatives authorised for contractual and economic matters:

on behalf of the Client: **Tomáš Hebelka, MSc, Chief Executive Officer**
on behalf of the Contractor: **Ludwig Huber, Authorized Signatory**

Representatives authorised for factual and technical matters:

on behalf of the Client: **XXX**
on behalf of the Contractor: **XXX**

II. INTRODUCTORY PROVISIONS

1. This Contract is entered into on the basis of the results of an open tender procedure issued pursuant PPA for a public contract with the name "**Laminating Press Delivery (Reissue)**" (hereinafter referred to as "**Tender Procedure**").
2. In the interpretation of the contents hereof, the Contracting Parties are obliged to consider the condition of the Tender Procedure for public contract called "**Laminating Press Delivery (Reissue)**" as well as the purpose of the given Tender Procedure and other acts of the Contracting Parties executed in the course of the Tender Procedure including relevant negotiations of the Contracting Parties focusing on the content of the Contract prior its conclusion. 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 tender of the Contractor submitted on 10.12.2020, whose content is known to both Contracting Parties.

III. SUBJECT OF THE CONTRACT

1. The subject of the present Contract is to regulate the mutual rights and obligations of the Contracting Parties in the implementation of scheduled preventive servicing inspections and unscheduled servicing on the **Laminating Press, type MÜHLBAUER LP 3555 S6** supplied under Purchase Contract No. 055/OS/2020 (hereinafter referred to as the "Device"), manufactured by **Mühlbauer GmbH & Co. KG**, subject to the conditions and terms defined hereunder.
2. The subject hereof includes the supply of all the necessary spare parts, consumable parts and consumables necessary for the proper operation of the Device.
3. The Client undertakes to pay the agreed price for the activities and deliveries performed in a proper and timely manner under this Contract.

IV. PLACE OF PERFORMANCE

The Contractor shall perform the work specified under Art. III(1) hereof at the Client's site at STÁTNÍ TISKÁRNA CENIN, státní podnik, Na Vápence 14, Prague 3, Czech Republic.

V. SCHEDULED SERVICE PREVENTIVE INSPECTIONS

1. The Contractor undertakes to conduct **planned semi-annually preventive inspections** (hereinafter referred to as the "Inspection") of the Device in the following scope: **2** working day / working days, by (number) **1** engineer / engineers.
2. The Inspection defined under the previous paragraph shall include, as a minimum:
 - a) removal of impurities that could affect the operational safety of the Device,
 - b) a check of:
 - lubrication of the Device at the spots not accessible for the Client;
 - adjustment of the Device and the setting up of its mechanical moving parts, where necessary;
 - wear of the Device;
 - functioning of the memory cards, emergency supply sources;
 - condition of the batteries;

- c) improvement of the knowledge of the Client's staff with regard to operation of the Device where such training is required and may be conducted as part of an Inspection without being excessively time-consuming;
 - d) identification of worn parts for timely replacement;
 - e) replacement of any previously identified worn spare parts as part of an Inspection where permitted by the amount of time required for such replacement; otherwise the Contracting Parties shall agree on an alternative date of the replacement;
 - f) working with the operating staff while optimising the set-up of the Device;
3. After each Inspection completed, the Contractor shall complete the service form (the Maintenance form) (hereinafter referred to as the "Maintenance form"), attached as Annex No. 1, which is an integral part of this Contract, including the specification of any spare parts needed for replacement. The Contractor shall prepare a price offer in respect of the spare parts to be replaced and submit it to the Client for an approval. The completed Maintenance form must always be approved by the Client's authorised person.
 4. The Contractor's engineers must enter each activity completed as part of an Inspection in the Client's Repair and Maintenance Log of the Device, kept in compliance with the relevant ISO standards.
 5. The Inspection defined under paragraph 1 of this Article shall be scheduled at least 3 weeks before it takes place. The Client may change the date of the Inspection, or cancel the Inspection where necessary, and agree an alternative date with the Contractor at least 3 business days before the originally agreed date.
 6. As part of the Inspection referred to under paragraph 1 hereof, the Contractor shall eliminate any minor defects in the Device if their elimination is feasible without extra time and material requirements, i.e. no more than 5 hours of additional work the above stated estimated duration of the Inspection and up to EUR 1,000 as cost of materials. For the purposes hereof, an hour means 60 minutes.
 7. If the required amount of servicing work during the Inspection is larger than as set out in par. 6 of this Article, the Client shall issue a written order for the additional work. This period shall not include the travel time of the Contractor's engineer to and from the site under Art. IV hereof.
 8. As part of the Inspection, the Contractor's engineers may also check the prescribed maintenance work carried out by the Client's operators. The Contractor's engineers shall report any shortcomings to the Client's staff members in charge.

VI. UNSCHEDULED MAINTENANCE OF DEVICE

1. The Contractor also undertakes to conduct **unscheduled maintenance of the Device**.
2. Unscheduled maintenance of the Device consists of solving the Device defects not covered by the warranty as referred to in Art. X (3) of Purchase Contract No. 055/OS/2020 for delivery of the Device, and defects occurring after expiry of the warranty period, and the Contractor shall conduct the unscheduled maintenance on the basis of individual Client's requests for necessary repairs, adjustments and settings of the Device. The Contractor shall record any unscheduled maintenance conducted in the Maintenance form through which the Device defect was reported and which shall be then approved by the Client's authorized person.
3. Each spare part replaced in the Device during unscheduled maintenance must be approved by the Client prior to its installation in the Device. The name and code of the replaced spare part shall be entered in the Maintenance form and confirmed by the Client's representative.
4. The Contractor shall always conduct unscheduled maintenance of the Device after a defect is reported by the Client. The process described under Art. X (6) and (7) hereof shall apply to reporting defects accordingly.

5. If the Client reports a defect of the Device during the business hours of the Contractor, i.e. 8:00 a.m. to 4:00 p.m., the Contractor shall communicate their response regarding the reported defect to the Client by return, no later than within 2 hours from receipt of such a notice, no later than the following working day, if the report of the defect is not delivered within the Contractor's business hours.
6. The Contractor undertakes to ensure that their engineer shall arrive within 24 hours from delivery of a report of a defect. **Any defects solved during unscheduled maintenance shall be eliminated by the Contractor's engineer within 48 hours from reporting the defect by repairing or replacing the defective part**, provided that these periods do not include days off, holidays and public holidays of the country of the Contractor. In exceptional cases where a longer period of time is required for a repair or the required spare part is not currently available with the Device manufacturer, the Contractor shall notify the Client of it without delay, and both Contracting Parties shall jointly set an alternative date of the repair.
7. The actual inspections or unscheduled maintenance of the Device shall generally be conducted on business days, from 8:00 a.m. to 6:00 p.m., exceptionally also outside the above stated working hours, and as agreed by the Contracting Parties on non-working days.
8. If the Client requests delivery of necessary consumables for proper operation of the Device which are not provided as part of the Inspections or unscheduled maintenance of the Device, the Contractor shall supply the requested materials on the basis of Client's order, based on the Contractor quotation. The order shall at least contain the Client's identification data; description and specification of the consumables, including the quantity to be delivered; detailed delivery terms, in particular the term and place of delivery of the consumables; identification of the person who places the order who is entitled to act on behalf of the Client. Written orders shall be sent by the Client to the Contractor to the Contractor's email address XXX. The Contractor shall confirm the order acceptance to the Client by return to the Client's email address from which the order was sent.
9. The Contractor shall deliver the consumables requested on the basis of an order as per the previous paragraph of this Article within 10 business days from delivery of the order to the Contractor. A delivery note shall be attached to each delivery, which shall be confirmed by both Contracting Parties upon handover and takeover of the consumables and shall be used as the goods handover protocol.

VII. PRICE AND TERMS OF PAYMENT

1. The prices for performance of the subject hereof as defined in the scope specified in Art. V and VI hereof are determined on the basis of the Contractor's bid, as follows:
 - a) Flat-rate of EUR **2.750,00** for each scheduled preventive inspection, all related costs of the engineer
 - b) rate per 1 hour of unscheduled servicing of the Device during the Contractor's business hours (on business days from 8:00 to 18:00) amounting to:
 - EUR **125,00** (mechanical engineer, instructor),
 - EUR **168,75** (electrical engineer, specialist)
 - c) rate per 1 hour of unscheduled servicing of the Device outside the Contractor's regular business hours (on business days from 18:00 to 8:00) amounting to:
 - EUR **188,50** (mechanical engineer, instructor),
 - EUR **253,00** (electrical engineer, specialist)
 - d) rate per 1 hour of unscheduled servicing of the Device on Saturdays and Sundays or on public holidays, amounting to:

- EUR **377,00** (mechanical engineer, instructor),
 - EUR **506,00** (electrical engineer, specialist),
- e) lump-sum price amounting to EUR **490,00** covering all costs incurred by the Contractor's engineer (costs of travelling to the Client's Site and back, accommodation, travel expenses, time on the road, etc.) when conducting unscheduled servicing on the Device.
2. The prices specified in paragraph 1 of this Article are exclusive of VAT. VAT shall be charged according to the relevant legal regulations in force at the time of the taxable supply.
 3. The price under paragraph 1(a) includes at least the activities referred to in Art. V(2) hereof, conducted during a scheduled preventive inspection, except the prices of the spare parts or necessary consumables, which shall be charged separately in accordance with Art. V(7) hereof, based on the valid Contractor's price offer, and also includes all costs of the Contractor's engineer (travel costs to the site and back, accommodation, travel expenses, travel time, etc.).
 4. The price for the unscheduled maintenance of the Device, which, for the purposes hereof, means a specific servicing action, shall consist of:
 - a) price of the spare part in accordance with the Contractor's valid price offer,
 - b) price for the time worked, at the hourly rate pursuant to par. 1(b), (c) and/or (d) of this Article,
 - c) flat rate per engineer pursuant to par. 1(e) of this Article.
 5. The prices of the delivered spare parts or consumables shall always be governed by the current and valid Contractor's price offer for a particular spare part or consumables requested.
 6. The prices specified in paragraph 1 of this Article do not include eventual necessary costs resulting from emergency measures associated with the state of emergency declared by the Government of the Czech Republic due to the occurrence of coronavirus / referred to as SARS CoV-2 /
 7. The Contractor always becomes entitled to invoice the price for the performance of the subject of the Contract on the business day that follows the handover of the work to the Client, or finishing the Contractor's activities conducted as part of one inspection or servicing.
 8. The invoices (tax documents) for the price of the services as per par. 1 of this Article shall always be issued on the basis of the approved Maintenance forms. The person authorized to sign the Maintenance forms on behalf of the Client is the representative authorised for factual and technical matters, centre manager, or an employee authorised by this manager, or also the outside working hours operator of the Device. The invoices (tax documents) for the deliveries of consumables carried out outside inspections or unscheduled maintenance shall be issued on the basis of the delivery note, confirmed by the Client. Copies of these documents shall be attached to the invoice (tax document).
 9. Properly issued invoices (tax documents) shall be due within 30 days from the date of issue. In case of doubts, it shall apply that the invoice (tax documents) was delivered on the 3rd working days after its sending. The due date is treated as met if the full invoiced amount is credited to the Contractor's account as specified at the beginning of this Contract no later than on the last day of the due period.
 10. The invoice (tax document) must contain the reference number of this Contract and all details required by the legal regulations. The Contractor shall deliver the invoice to the Client at the following email address: XXX.
 11. The Client is entitled to return the invoice (tax document) by the due date if it contains incorrect data or does not contain any of the required particulars. The Contractor shall then issue a new invoice (tax document); the due date shall commence on the date that the new invoice (tax document) is delivered to the Client.

VIII. CLIENT'S COOPERATION

1. The Client agrees to provide the Contractor with the necessary cooperation and create the necessary conditions for the Contractor to fulfil their obligations hereunder.
2. The Client agrees that—where necessary—the Contractor may use other entities (subcontractors) to fulfil their obligations hereunder. In such a case the Contractor is responsible for the work in the same way as if the Contractor performed the work themselves.

IX. SPECIAL PROVISIONS

1. Both Contracting Parties undertake to cooperate in the implementation of this Contract.
2. Due to the specific conditions of production in the Client's premises, the entry and movement of the Contractor's employees must be governed by internal safety rules. The basic principle of these rules is to identify all persons entering the Client's premises with the Client's right not to grant the right to enter the premises, or to ban a person from the premises if these rules are not observed. As part of ongoing security measures, the Client may also restrict the Contractor's activities for a short time. The Contractor's staff must be demonstrably acquainted with the basic security rules of the Client (in the form of a document "Declaration / Advice") before entering the Client's premises. In the case of longer-term activities in the Client's premises, the Contractor's staff will be issued an entry identification card stating the name and photograph of the holder and the name of the Contractor, which the holders are obliged to visibly wear during the entire activity in the building. The Contractor must endure the fact that work activities can be monitored by CCTV.
3. The Contractor undertakes to transmit to the Client, sufficiently in advance before beginning of the Inspection, the names and surnames of those of their service engineers who will have access to the Client's Site, and inform the Client of any changes in these persons without undue delay. The Contractor shall include in the list of persons the name, surname and number of the identity card or passport. The Client shall approve the list of persons within 2 working days from the date of its delivery. Otherwise, the Contractor is obliged to modify this list according to the Client's requirements. The Contractor is obliged to ensure an update of the Contractor's employee list.
4. The Client shall ensure for the proper execution of the subject of this Contract by Contractor:
 - a) accessibility of all areas where the subject of this Contract will be performed;
 - b) entry of the Contractor's employees and vehicles into the Client's premises to fulfil the subject of this Contract;
 - c) instructing the Contractor's employees to observe the protective and security measures in the Client's premises during their stay in the Client's premises, in the form of signing the "Declaration / Information" for information protection, occupational health and safety, fire protection and environmental protection. The contractor is responsible for OHS and observance of fire protection regulations when performing the activities. All employees of the Contractor and, where applicable, subcontractors are obliged to wear designated work protective equipment when performing the subject of this contract;
 - d) hygienic and safe working conditions complying with EU standards;
 - e) regular maintenance of the Device as specified in the Operation and Maintenance Manual;
 - f) provision of the necessary energy supply, consumables, tools and operating device necessary for contracted services to be provided;
5. The Contractor's employees are in particular:
 - a) authorized to enter only those premises in the Client's premises, which will be agreed between the representatives authorized to negotiate in factual and technical matters of both Contracting

Parties; the Contractor's employees are entitled to enter the safety regime zone of the Client's premises (hereinafter referred to as "BRZ") only on the basis of an entry identification card authorized to enter the BRZ and accompanied by the responsible employee of the Client;

- b) obliged to wear visibly entrance identification cards and wear yellow reflective vest and a valid identity card throughout their presence in the Client's premises; In the event that the Contractor's employees do not prove their issued identification card, they will not be allowed into the Client's premises. After completion of activities, the Contractor is obliged to return all entrance identification cards. In case of loss, damage or non-return of the entrance identification card, the Contractor is obliged to pay compensation for the incurred damage in the amount of the purchase price for each entrance identification card;
 - c) obliged to refrain from collecting any production-related data, both on data carriers and in writing;
 - d) obliged to comply with all applicable legal regulations (especially safety regulations) and any emergency measures associated with the occurrence of coronavirus / referred to as SARS CoV-2 in Czech Republic or in country of the Contractor;
 - e) obliged to obey the instructions of Client's security personnel.
6. The Contractor's responsible employee is obliged to report to the security staff of the Client the breach of security rules or defects in the entry and security systems. In the event of a serious breach of the safety regulations by the Contractor's employee, the Client may refuse to continue to participate in the provision of services under this Contract and refuse access to its premises.
7. The Contractor acknowledges that smoking is prohibited throughout the Client's premises, with the exception of the designated smoking areas.
8. The Contractor shall ensure that the engineers performing activities hereunder receive professional training from the manufacturer of the Device.

X. WARRANTY

1. The Contractor is liable to the Client for the professional completion of all maintenance interventions, activities and work agreed hereunder. Spare parts or consumables supplied by the Contractor must be free from all factual and legal defects and the Contractor must supply them in the quantity and quality required by the Client.
2. The Contractor shall remove or replace, free of charge, any damages caused by its employees to the Client during the performance of activities under this Contract.
3. The Contractor provides a 6-month warranty for the quality of the maintenance interventions, activities and work conducted hereunder, commencing on the day of performance thereof. The Contractor grants a 6-month warranty for all spare parts replaced, commencing on the day of the replacement, respectively day of the supply, unless a longer warranty period follows from the relevant specific documents (e.g., the certificate of warranty).
4. The Client may demand that the Contractor remove a defect at the Contractor's expense at any time during the warranty period. The warranty shall cover any defects notified no later than 15 calendar days from the expiry of the warranty period provided that such defect manifested itself during the warranty period.
5. The Contractor undertakes to provide the Client with their response to the defect notification by return, no later than 2 hours after delivery of the defect notification and **arrange for the arrival of their engineer at the site within 24 hours** of receiving the defect notification, and **remove the defects identified either by repair or by replacement of any defective part within 48 hours** of the arrival of the Contractor's engineer at the Client's site. In the event that the defect notification is not delivered within the Contractor's business hours specified in the Art. X (6) hereof, these periods begin to run from the next working day provided that these periods do not include days

off, holidays and public holidays of the country of the Seller.

6. The Client may notified of the defect in any form, including over the phone (Tel. XXX), in which case, however, the defect notification must be followed by a written confirmation made by email to the following address of the Contractor: XXX. Defect notification is received by the Contractor during his business hours 8:00 a.m. to 4:00 p.m.
7. The Client is obliged to describe the noted defects and specify how these manifest themselves and provide the necessary documents (for example photographs of the defective parts or products). A sample defect notification form and maintenance form are available in **Annex No. 1**, which forms an integral part of this Contract.

XI. PROTECTION AND SECURITY OF INFORMATION

1. Both Contracting Parties undertake to preserve as confidential information and reports relating to their cooperation, the content of this Contract and internal matters of the Contracting Parties if their publication could harm the other party. The above provision is without prejudice to the obligation to provide information in accordance with Act no. 106/1999 Coll., on free access to information, as amended.
2. The Contracting Parties shall consider as confidential all the oral, documentary, electronic, visual and other information mutually provided in any objectively perceivable form, as well as the know-how, which has real or at least potential value and which is not readily available in the respective commercial circles, and furthermore the information which is designated as discrete information (bearing the abbreviation "DIS") or in whose case it can be assumed that the information is not public or is subject to a confidentiality obligation, and which the Contracting Parties learned of in connection with performance of this Contract.
3. 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 relevant national 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.
4. The Contracting Parties shall instruct their employees or, as the case may be, other persons to whom the confidential information will be disclosed on the obligation to maintain confidentiality of non-public information.
5. In particular, the Contracting Parties undertake:
 - a) not to disclose non-public information to third parties (unless this Contract expressly allows for it),
 - b) to ensure that said non-public information is not disclosed to third parties,
 - c) to secure data, including data in a written, oral, visual, electronic or another form, including photocopies, which contain non-public information against abusing by third parties or against their loss.
6. Protection of non-public information does not apply to the following cases:
 - a) if the Contracting Party is able to demonstrate that the respective information is publicly available, provided this availability was not caused by the Contracting Party itself,
 - 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 disclosing 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) if an auditor performs audit at one of the contracting parties based on authorization specified in applicable legal regulations.
7. The Contracting Parties undertake, at 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 information of a non-public nature,
 - 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 non-public information,
 - d) to destroy materials stored in computers, text editors or other devices containing non-public information. This excludes as part of automated backups created copies that are only created and stored within the backup, provided that they have adequate access protection.
8. If either Contracting Party learns, in a credible way, or reasonably suspects that non-public information was disclosed to an unauthorized person, it is obliged to inform the other Contracting Party about it. The confidentiality obligation is not time-limited.
9. 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.

XII. SANCTIONS

1. If the Contractor fails to meet the time limits specified under Art. VI(6) or Art. X(5) hereof, the Client shall be entitled to a contractual fine amounting to EUR 1.000 for each commenced day of the delay.
2. If the Client is late with the payment of a tax document (invoice), the Contractor is entitled to charge late interest payment interest. The rate of the late payment interest is governed by Government Regulation No. 351/2013 Coll., laying down the amount of interest on late payment and costs associated with the claim, the remuneration of the liquidator, the liquidation administrator and the member of the body of a legal entity appointed by court, and regulating certain issues of the Commercial Bulletin and the public registers of legal entities and individuals as amended.
3. If any Contracting Party provably violates provision of Art. XI hereof, the other Contracting Party shall be entitled to a contractual penalty amounting to EUR 12.000 for each individual violation of those provisions.
4. The contractual fine is payable within 14 days of the receipt of the payment request.
5. The late payment interest is payable within 14 days of the receipt of the payment request.
6. The payment of a contractual fine shall be without prejudice to the Client's claim to damages, including damages exceeding the amount of the contractual fine.

XIII. TERM OF THE CONTRACT

1. This Contract is entered into for a definite period of time, for a period of 4 years from conclusion of the test run, i.e. signature of the Protocol No. 2 pursuant Art. IX (7) of the Purchase Contract No. 055/OS/2020.

2. The Contract may be terminated:
 - a) by mutual agreement of the Contracting Parties made in writing;
 - b) by withdrawal from the Contract pursuant to Art. XIV hereof;
 - c) by a notice of termination of the Contract served by either Contracting Party without indicating the cause, subject to a 6-months notice period commencing on the first day of the month following delivery of the notice and ending on the last day of the relevant month.

XIV. WITHDRAWAL FROM THE CONTRACT

1. The Client may withdraw from the Contract if the Contractor—despite a prior notice—violates the conditions of this Contract especially by failing to meet their obligations under the Contract for and failing to remedy the situation within an adequate grace period granted to them through a written notice.
2. The Contractor may withdraw from the Contract if the Client violates the provisions of this Contract by not paying the invoiced amount despite a prior notice.
3. The withdrawal shall take effect on the date of delivery of the written notice of withdrawal to the other Contracting Party. The withdrawal from this Contract voids all rights and obligations of the Contracting Parties established by this Contract. However, the withdrawal shall be without prejudice to the claim to any damages resulting from a breach of the Contract, and the claim to payment of any contractual fines.

XV. GOVERNING LAW AND SETTLEMENT OF DISPUTES

1. The interpretation of this Contract, as well as the rights and obligations of the Contracting Parties in cases not expressly regulated by this Contract shall be governed by the laws of the Czech Republic, in particular Act No. 89/2012 Coll., The Civil Code, as amended, and related regulations.
2. 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 Client.

XVI. FINAL PROVISIONS

1. The present Contract shall be equally binding for the respective legal successors of the contracting parties.
2. The Contract may only be amended or added to by written amendments identified as such and progressively numbered following an agreement between the Contracting Parties signed by their authorised representatives. The amendments 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.
3. The rights and obligations hereunder may not be assigned or transferred to a third party without a written consent of the other Contracting Party.
4. 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 Parties shall analogously assess the effect of such nullity on the remaining provisions hereof in accordance with Section 576 of the Act No. 89/2012 Coll., The Civil Code, as amended, and related regulations.

5. In the event of any serious problems in fulfilling the obligations of this Contract, which lie on the side of the Contractor, the Client is entitled to solve the remedy directly with the manufacturer of the device, if it is different from the Contractor.
6. The present Contract has been made in the English language, in 2 counterparts of each, of which the Client and the Contractor shall each receive one copy.
7. The Contractual Parties agree that in accordance with Section 219(1)(d) of the PPA, this Contract 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 (the Register of Contracts Act). The Client shall arrange for the publication.
8. The present Contract comes into force on the day it is signed by the authorised representatives of both Parties, taking effect once it is published in the Register of Contracts.
9. Appended to the present Contract as its integral parts are:
Annex No. 1 – Servicing form (Maintenance form) - Template

In Prague, date _____

In Roding, date _____

For the Client:

For the Contractor:

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

Thomas Betz
Managing Director
Mühlbauer GmbH & Co. KG

Ludwig Huber
Authorized Signatory
Mühlbauer GmbH & Co. KG