

SUPPLY CONTRACT OF DEVICE AND RELATING SERVICES

registered at the Buyer under no. 020/OS/2021

registered at the Seller under no.

(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, 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 "**Buyer**")

and

VALIDO PRE-PRESS, s.r.o.

with its registered office at U Stavoservisu 646/1a, 108 00 Praha 10

registered in the Commercial Register administered by the Municipal Court in Prague,
Section C, File 62448

represented by: **Jaroslav Vábek, Managing Director**

Company ID: 25701240

VAT ID: CZ25701240

Bank details: ČSOB Praha 10,

Account No.: 134370488/0300

IBAN: CZ61 0300 0000 0001 5493 1561

SWIFT: CEKOCZPP

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

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

Representatives authorised for contractual and economic matters:

on behalf of the Buyer: **Tomáš Hebelka, MSc**, chief executive officer
on behalf of the Seller: **Jaroslav Vábek, Managing Director**

Representatives authorised for factual and technical matters:

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

I. INTRODUCTORY PROVISIONS

- 1) This Contract is concluded on the basis of the results of the public contract procedure in accordance with PPA titled "**Computer to High-Security Plate /Film and relating Plate Processor for Wet Offset Plates**" / "**Osvitová jednotka a vyvolávací automat**" (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 Contract is also the Seller's tender for the tender procedure submitted on **17th May 2021**, the content of which is known to the Parties (hereinafter referred to as the "Tender").
- 2) When interpreting the content of this Contract, 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.

II. SUBJECT OF THIS CONTRACT

1. The Seller undertakes:
 - a) to supply the Buyer with a Computer to High-Security Plate/Film and relating Plate Processor for Offset Plates (Direct thermal plate exposure system for dry and wet offset plates as well as ablative films), including all other related accessories and equipment, manufactured under applicable EU directives and regulations related to the subject of this Contract and in line with the technical specifications attached to this Contract as Annex No. 1, which is an integral part hereof, and in line with the Tender (hereinafter referred to as the "Device" regardless of whether the Device consists of 1 or more pieces unless otherwise stated by individual provisions of this Contract) and further transfer to the Buyer ownership of the Device under the conditions set out in the present Contract;
 - b) to make deliveries of the required amount of consumables, spare parts and relating material for the Device, at the express request of the Buyer, further specifications of

consumables are given in Annex No. 2 to this Contract – Consumables, relating material and servicing (hereinafter referred to as together only “Material”);

c) to grant repair and services not covered by the warranty (hereinafter “out of warranty service”).

2. The subject of this Contract according to par. 1(a) includes:

a) transportation and moving of the Device to the determined Buyer’s facility and place of installation, including liability insurance which provides cover for damage to the Device, DDP Praha (Incoterms® 2020),

b) installation including measures to ensure even distribution of the weight of the Device at the installation site in accordance with Annex 1 hereto and commissioning of the Device, verification of its serviceability within the trial operation period in the scope of 60 calendar days of its test run;

c) supply of the necessary quantity of consumables for commissioning and verification of the quality and serviceability of the Device at minimum quantity 400 pcs of printing plates, whereas stated amount of 400 pcs of plates, the Seller requires to divide in the manner specified in Annex 1 of this Contract;

d) training of specified Buyer’s employees in the Device operation and maintenance for at least 2 persons (hereinafter referred to as the "operator training“), conducted at the Buyer’s facility within the extent according to the Seller's recommendation, but minimum of 3 business days (8 hours per day, 60 minutes per hour),

e) to handover of certificates and documents relating to the use of the Device, as specified in Annex No. 3 List of documents and technical documentation, which is an integral part of this Contract (in particular, a complete operating and maintenance instructions according to EU standards and technical documentation in the Czech language);

f) to handover to the Buyer a list of all installed computers including their basic parameters and software specifications, which are part of the delivery specified herein, including ID numbers and software licence numbers. The above mentioned list must clearly state whether it is an OEM (Original Equipment Manufacturer) version. If this SW identification is missing, it is understood that this is not an OEM version.

3. The subject of this Contract also includes Seller’s obligation to grant to the Buyer unlimited, non-exclusive and for the next possible sale of Device a transferable right to use computer software in the device within the scope of use of the Device to the contracted purpose (exposure of offset printing plates). The Buyer is granted a non-exclusive and non-assignable right to use all supplied software products provided that the Seller’s copyrights are respected. However, the Buyer may neither interfere with, nor modify the functions of the computer programmes in any way.

4. The Seller states that:

a) the Seller is aware that the Buyer shall use the Device specified in paragraph 1 of this Article to make offset and nyloprint printing plates and exposure of films

with high resolution min. 10,160 dpi, and that the Device is fully functional and complies with the agreed specifications and Device will be fully functional for this purpose,

- b) during the performance of this Contract, the Seller shall observe legal regulations applicable to the Buyer, regarding occupational safety and health, fire protection and environmental protection, including ecological disposal of waste.

5. The Buyer undertakes to take over the subject of this Contract as specified above in this Article, and to the price for it as specified herein.

III. PLACE OF PERFORMANCE

The place of performance is the facility of the Buyer – production plant I, 4th floor, located at the address STÁTNÍ TISKÁRNA CENIN, státní podnik, Růžová 6, House 943, 110 00 Prague 1, Czech Republic, provided the nature of individual actions necessary for fulfilment of this Contract does not indicate otherwise.

IV. DELIVERY TERMS AND TERMS OF PERFORMANCE

1. The Seller shall supply and move in the Device **within 18 weeks from the effective date of the Contract within the meaning of Article XIII (1) hereof. Furthermore, the Seller is obliged to perform the installation of the Device, training of designated employees of the Buyer and commissioning of the Device, including supply of the necessary documents and technical documentation according to the Contract within 10 working days of its delivery.**
2. The periods for installation of the Device, training of the operators and connection of the device to the Buyer's production system including the verification of serviceability in the trial operation period are given in the Contract fulfilment time schedule, which comprises **Annex 4** hereto (hereinafter the "Time schedule").
3. Any notification of a fault or claim (included in warranty or out of warranty services) is usually submitted at the contact telephone number: **XXX**. The telephone request for repair of a fault must always be confirmed by the Buyer writing by e-mail on e-mail address: **XXX**. The Buyer is obliged to describe the claimed defects, indicate how they manifest themselves, and also, if necessary, substantiate them with the necessary documents (eg photographs of defective parts or products). A sample form for notification of defects, a sheet of repairs, is given in **Annex 5 – Maintenance form**, which is an integral part of this contract.
4. If the Buyer reports a malfunction of the Device during the Seller's business hours, i.e. Monday to Friday, from 8:00 to 16:00, the Seller shall communicate its response to the notification of defect to the Seller at the latest within 8 hours of receipt of such notification, otherwise within 8 hours of start of the following working day.

5. The Seller undertakes to respond to the Buyer and give its opinion regarding a reported defect as soon as possible, but no later than within 2 hours from delivery of the notice, and to **arrange for the arrival of its technician** within 24 hours from delivery of the notice, and to **repair the identified defects or replace the defective part** within 48 hours after the arrival of the Seller's technician at the Buyer's facility, at Seller's expense. If, in exceptional circumstances, the above time limits prove insufficient, both Contracting Parties shall specify an adequate additional grace period in writing.
6. If there is a danger that the defects may cause death or harm the health of persons, cause damage to the Device or assets of the Buyer or third parties, the Seller undertakes to start repairs of the reported defects without delay, and to take necessary measures to prevent any harm or damage, unless otherwise agreed with the Buyer.
7. Upon request of the Seller's technician, the Buyer undertakes to ensure that the Buyer's employees shall render the Seller reasonable assistance and available machinery/tools.
8. The servicing of the Device will usually take place on working days from 8:00 to 16:00, exceptionally outside the specified hours and on non-working days, if the Contracting Parties so agree in advance.
9. In the event of the Buyer request for the supply of Material necessary for the proper operation of the Device, the Seller will deliver the required Material based on the Buyer's order. The order will contain at least the identification data of the Buyer; the definition of the Material and its detailed specification, including the quantity to be delivered; detailed delivery conditions, in particular the time and place for delivery of Material; identification of the person making the order who is authorized to act on behalf of the Buyer. The written order will be sent by the customer to the Seller to the e-mail address of the Seller **XXX**. The Seller is obliged to immediately confirm in writing to the Buyer the receipt of this order to the e-mail address of the Buyer from which the order was sent.
10. The Seller is obliged to deliver to the Buyer the Material required on the basis of the order according to the previous paragraph of this Article within 7 working days from the delivery of the order to the Buyer. Each delivery will be equipped with a delivery note, which will be confirmed by both Contracting Parties when handing over and taking over the Material and will serve as a protocol on handing over and taking over the goods.
11. The Seller guarantees to the Buyer that all Material shall be genuine and new and in compliance with EU standards.

V. PRICE

1. The price of the subject matter as set out under Art. II (1) and (2) hereof has been determined in accordance with the Seller's Tender submitted under the Tender Procedure.
2. The price of the performance according to Article II, para 1 (a) and 2 of this Contract is **EUR 438 818** (in words: **four hundred and thirty-eight thousand eight hundred and**

eighteen) excl. VAT, where this total price comprises:

AMSKY CTP line with MCL automatic loader with 4 cassettes

a) the purchase price of the Device including accessories according to Article II, para. 1 (a) and delivery necessary documentation according to Article II, para 2 (e), (f): EUR **216 592** excl. VAT

b) Device transport costs including insurance according to Article II, para. 2 (a), DDP Prague 1, Czech Republic (Incoterms 2010):

EUR **4 000** excl. VAT,

c) cost of Device moving to the place of installation, installation itself, commissioning and test of its serviceability within the scope of trial operations according to Article II, para 2 (b) (c) of this Contract is:

EUR **5 000** excl. VAT,

d) cost of operators' training according to Article II, para. 2(d) of this Contract is:

EUR **2 000** excl. VAT.

CTP Flexo plate Imager TermoFlexX 48 UHR

a) the purchase price of the Device including accessories according to Article II, para. 1 (a) and delivery necessary documentation according to Article II, para 2 (e), (f): EUR **197 726** excl. VAT

b) Device transport costs including insurance according to Article II, para. 2 (a), DDP Prague 1, Czech Republic (Incoterms 2010):

EUR **5 500** excl. VAT,

c) cost of Device moving to the place of installation, installation itself, commissioning and test of its serviceability within the scope of trial operations according to Article II, para 2 (b) (c) of this Contract is:

EUR **5 000** excl. VAT,

d) cost of operators' training according to Article II, para. 2(d) of this Contract is:

EUR **3 000** excl. VAT.

3. The price according to para. 2(a) of this Article includes the costs of providing measures for the even distribution of the weight of the device at the installation site according to Annex 1 to this Contract as well as price of any licences granted to the Buyer within the meaning of Article II para. 3 hereof.
4. The Device transport cost including insurance according to (b) of the preceding paragraph includes the price of the packaging, including non-returnable pallets, and a statement describing how to handle the packaging in accordance with the relevant

waste disposal law valid in the country of the Seller.

5. The price according to para. 2(c) of this Article includes the Seller's expenses on supply of the necessary quantity of consumables for commissioning and test of the quality and serviceability of the Device pursuant to Article II (2) (b) (c) to this Contract that is, among other things, including the material for tests in minimum quantity according to Article II par. 2 (c) hereof
6. The prices according to para. 2(c) and (d) of this Article include all the Seller's all costs related to the performance of the Seller, in particular the transport cost of the Seller's engineer(s), accommodation in the place of performance meals, etc. a Increased possible costs in connection with pandemic situation caused by COVID- 19and incurred in connection with the performance of this Contract on the part of Seller, such as costs associated with the quarantine of the Seller's employees or mandatory testing, will be paid by the Buyer only if the Buyer has given prior consent to reimburse these costs and only in the amount demonstrably and purposefully spent by the Seller.
7. The price for out of warranty servicing of the Device requested by the Buyer according to Article II para 1 (c) hereof and unit prices of Material ordered by the Buyer and supplied by the Seller according to Article II para 1 (b) are given in Annex 2 to this Contract.
8. 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.

VI. PAYMENT TERMS

1. The price according to Art. V (2) hereof shall be paid by the Buyer to the Seller in EUR by bank transfer as follows:

- a) advance payment **in amount of 30 % of the total price referred to in Art. V (2) hereof**, i.e. in amount **131 645,40 EUR** plus VAT after conclusion of the Contract;

The right to issue a proforma invoice for payment under para. 1 point (a) is given to the Seller on the next business day following the effectiveness of this Contract. The Seller shall issue and send to the Buyer a proforma invoice within 1 week of the effectiveness of this Contract. (due date is 30 days after issuance of the proforma invoice).

- b) payment **in amount of 50 % of the total price referred to in Art. V (2) hereof**, i.e. in amount **219 409 EUR** plus VAT after an installation, commissioning, operators training and acceptance tests of the Device at the Buyer's site (SAT), i.e. after signing of the Protocol No. 1 against submitting a final invoice (tax document) for the total amount for the subject of the Contract.

The right to issue this final invoice (the tax document) is given to the Seller the following business day after an installation, commissioning, operators training

and performance of the acceptance tests of the Device at the Buyer's site, i.e. after the signing of the Protocol No. 1 by the authorized representatives of the Contracting Parties (the date of taxable chargeable event is the date of signing of the Protocol No. 1). The Seller shall issue and send to the Buyer the final invoice (tax document) within 10 days from the occurrence of the right to its issue. This invoice (tax document) includes a copy of Protocol No. 1. Through this final invoice (tax document) will be accounted the proforma payment of 30 % of the price plus VAT paid in compliance with point (a) of this paragraph; maturity of the part of the price according to this point of this paragraph is within 30 days after the issuance of the final invoice (tax document).

c) Payment in amount of **20 % of the total price referred to in Art. V (2) hereof**, i.e. in amount **87 763,60 EUR** plus VAT after completion of the trial operation period and commencement of the warranty period, ie after the signing of Protocol No. 2 by authorized representatives of both Contracting Parties. An annexe to the final invoice (tax document) according to letter b) of this paragraph will be a copy of the Protocol No. 2. The due date of the specified part of the price according to this point of this paragraph is 30 days from the signing of the Protocol No. 2.

2. The right of the Seller to invoice (tax document) the price for out of warranty service of the Device is established for the Seller always on the next working day after the handover of the work to the Buyer, resp. termination of the Seller's activities within one service intervention.
3. The basis for issuing an invoice (tax document) for the price for the out of warranty service are the agreed relevant service sheets authorised by entitled person of the Buyer to sign the service sheets.
4. The right to invoice (tax document) the price for the delivery of Material in the sense of the Article II para 3 (b) of this Contract and Annex 2 hereof, always arises the month following the month in which the Material were delivered to the Buyer. The basis for issuing an invoice (tax document) for the supply of Material, is the delivery note confirmed by the Buyer. Copies of these documents will be attached to the invoice (tax document).
5. The Seller is required to deliver the proforma invoice/invoice (tax document) to the Buyer's email address XXX. 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 period of any invoice (tax document) duly issued by the Seller is 30 days as of the issue date, unless explicitly stated in this Contract above otherwise.
6. 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.

7. 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.
8. Payments of the individual price instalments shall be deemed made once the respective amounts are debited from the Buyer's account.
9. If the Seller is an entity liable for VAT registered in the Czech Republic, the following arrangements as contained in this article shall be binding and applicable (paragraphs 10 to 14 and 16 of this Article).
10. The Seller shall immediately and demonstrably notify the Buyer, a recipient of the taxable supply, within two business days of its becoming aware of its insolvency or its threat at the latest, or of issuing a decision by a tax administrator, that the Seller is an unreliable payer pursuant to Section 106a of the Value Added Tax Act No. 235/2004 Coll., as amended (hereinafter "VATA"). Violation of this obligation by the Contracting Parties is considered a material breach of this Contract.
11. Each Seller pursuant to paragraph 9 of this Article undertakes that the bank account designated by him for the payment of any obligation of the Buyer under this Contract shall be published and accessible from this Contract conclusion date until its expiry in accordance with Section 98 of VATA, otherwise the Seller is obliged to provide another bank account to the Buyer that is duly published in accordance with Section 98. In the case that the Seller has been indicated by a tax administrator as an unreliable taxpayer pursuant to Section 106a of VATA, the Seller undertakes to immediately notify this to the Buyer along with the date on which this circumstance arose.
12. If a guarantee for unpaid VAT arises for the Buyer according to Section 109 of VATA on received taxable supply from any Seller, or the Buyer justifiably assumes that such facts have occurred or could have occurred, the Buyer is entitled, without the consent of such Seller, to exercise a procedure according to the special method for securing tax, i.e. the Buyer is entitled to pay the concerned VAT according to the invoice (tax document) issued by the given Seller directly to the competent revenue authority and to do so according to Sections 109 and 109a of VATA.
13. By payment of the VAT to the account of the revenue authority, the Seller's receivable from Buyer is considered as settled in the amount of the paid VAT regardless of other provisions of the Contract. At the same time, the Buyer shall be bound to notify the respective Seller of such payment in writing immediately upon its execution.
14. The Seller also declares that in the moment of conclusion of the present Contract there is no decision issued by a tax administrator, that the Seller is an unreliable payer pursuant to Section 106a VATA. The Seller shall immediately and demonstrably notify Buyer, a recipient of the taxable performance, within two working days of its becoming

aware of a issuing a decision by a tax administrator that the Seller is an unreliable payer pursuant to Section 106a VATA.

15. The Seller declares that in the moment of conclusion of the present Contract it is not in liquidation and no proceedings are being conducted against it pursuant to Act No. 182/2006 Coll., on bankruptcy and settlement (Insolvency Act). The Seller shall immediately and demonstrably notify Buyer within two working days of its becoming aware of its insolvency.
16. In the event that, during the period of validity and effectiveness of this Contract, the Seller's statements referred to previous paragraphs 14 or 15 prove to be false or the Seller violates the obligation to notify the Buyer of the fact stated in the previous paragraphs within the specified period, such conduct of the Seller will be considered a substantial breach of this Contract.
17. The Seller is not authorised, without the written 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 Buyer to a third party.
18. 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.
19. In case the Seller sets off, assigns or places under lien any claim against the Buyer from the title of a partial contract in contravention of the preceding provisions, the Seller is obliged to pay to the Buyer a contractual penalty at the rate of 10% on the value of the claim, which was set-off, assigned or placed under lien.

VII. SHIPPING AND INSTALLATION CONDITIONS

1. The transport of the Device to the Buyer's premises stated in Article III hereof shall be provided by the Seller and shall be by road haulage truck and the Seller shall notify the Buyer in writing about the date of dispatch of the Device from the manufacturing plant. At the same time, the Seller will give the Buyer the licence plate number of the give vehicle as well as the names and surnames of the crew, at the latest 10 working days before delivery of the Device to the Buyer.
2. The shipment of the Device to the place of performance i.e. DDP Prague, place of performance, Incoterms 2010 must be complete and must comply with deadline requirements specified in Article IV para. 1 hereof.
3. The Device must be shipped in a packaging unit sufficiently protecting the Device from damages, destruction or theft during the shipping. The Seller shall pack the individual parts in a manner that allows transport of the parts within the building at the Buyer's registered office to the installation point. The Device must be capable of being transported by an existing lift at the Buyer's facility. The Seller undertakes to familiarize himself with the installation site and the transport route of the device. For this purpose, the Buyer will allow the Seller to inspect the Buyer's facility, if requested. The parts shall be preserved and packed on pallets and covered with foil. The pallets will be prepared for unloading with a forklift and their centre of gravity will always be marked. The forklift

and pallet lifts shall be provided by the Buyer on its own expenses. Other removal tools shall be provided by the Seller on its own expenses.

VIII. COMMISSIONING AND TEST RUN OF THE DEVICE

1. The Seller shall hand over the Device to the Buyer completely installed and fully functional, including relating documentation. Function of the device shall be verified before the signing of Protocol No. 1 by performing the test production of the Seller's print forms namely the test production and measurement of printing forms and films to the same extent as specified in the Tender documentation to the Tender Procedure as Qualification Samples. Within these tests, the results will be compared with the delivered samples within the Tender Procedure. The test of the Device will be successful if at least the same results are obtained as for the submitted samples within the Tender Procedure. These tests will prove that the device corresponds to the technical specification stated in Annex 1. Partial handover, defects or shortcomings of the device preventing its normal use are not acceptable.
2. By signature of the Protocol No. 1 (which template is contained in **Annex 6 of this Contract**), the Buyer confirms installation and functionality of the Device, training of the operators, handover of all documents and manuals and start of the 60 calendar days trial operation period. The Protocol No. 1 shall be issued by the Buyer in duplicate, it shall be signed by the authorised representatives of both Parties for substantive and technical matters and each Party shall receive one copy. Should defects or shortcomings of the Device be discovered, which however, allow the Buyer to use the device regularly, such defects should be described in Protocol 1, including deadlines for their removal done by the Seller. Upon non-compliance with these deadlines, the Buyer shall seek penalties according to Article X (1) of this Contract.
3. Defects and shortcomings that prevent or hinder the use of the Device in the usual manner are grounds for not taking over the Device. The record of non-taking of the Device will include a list of defects and shortcomings, including the deadlines for their removal. If there is no agreement between the Contracting Parties on the deadline for removal of defects and shortcomings, then defects and shortcomings must be removed no later than 15 days from the date of the receipt of the record of the non-taking of the Device. Upon non-compliance with these deadlines, the Buyer shall seek penalties according to Article X (1) hereof.
4. The Seller is obliged to remove defects or shortcomings within the specified time, even if, in his opinion, he is not responsible for defects and shortcomings. The costs of removal of defects and shortcomings in these disputed cases shall be borne by the Seller until the court decides.
5. The serviceability of the device will be verified by a trial operation period within 60 calendar days of the signing of Protocol No. 1. Following successful lapse of the 60 calendar days trial operation period, **Protocol No. 2** the template of which is contained in **Annex 7**, which comprises an integral part hereto, shall be signed. The Buyer shall issue Protocol No. 2 in duplicate, the representatives of both Parties for substantive and technical matters and each Party shall receive one copy. Should defects or shortcomings of the device be discovered, which however, allow the Buyer to use the

Device regularly, these defects and shortcomings shall be stated and described in Protocol No. 2, including deadlines for their removal done by the Seller. Upon non-compliance with these deadlines, the Buyer shall seek penalties according to Article X para (1) hereof. By signing Protocol No. 2 the applicable warranty period specified under Article IX (2) hereof shall start running.

6. The Device must be installed so that its operation complies with the applicable technical and safety standards valid in EU Member States, and at the same time the Device must meet the requirements of Czech standards, which apply to the technical design of this Device and safety of work with it according to applicable regulations at the time of delivery.
7. Labels with use instructions for the operators of the Device must either be in the Czech language, or include international symbols.
8. Only high-quality parts and components manufactured at a high global level must be used in the Device.
9. The Buyer shall arrange for and bear the costs of the initial electrical inspection of the Device installed.
10. The Seller states that the Device does not carry any legal burdens and that is not covered by any third party user rights.
11. The risk of damage to the device and ownership of the device shall pass to the Buyer after the signature of Protocol No. 1 in accordance with Article VIII, para. 2 hereof and the agreed Incoterms® 2010 delivery terms, except for damage subsequently caused by the Seller.

IX. QUALITY WARRANTY, COMPLAINT PROCEDURES

1. The Seller shall deliver the subject of the Contract in the quantity, quality and make as determined hereby. The Seller is responsible for Device correct design guaranteeing the function thereof and use for the purpose for which it was manufactured and bought by the Buyer, for using the materials complying with the relevant technical documents, and for SW function, proper and professional make reaching the state-of-the-art standard.
2. The warranty period for the Device quality is 60 months from the date of signing Protocol No. 2. The warranty period for the Material is 6 months from the date of signing relevant delivery note unless a different warranty period is specified for the relevant type of Material in Annex 2 hereof.
3. The warranty does not cover defects occurring as a result of a natural disaster, mechanical damage by the Buyer or a third party, or unprofessional operation of the Device, normal wear, or handling of the Device in a manner that is not approved by the Seller in advance. The quality warranty applies on condition that the Device is properly operated and maintained in accordance with the operating and maintenance instructions, supplied by the Seller.

4. The warranty service of the Device shall be provided by the Seller from the Seller's registered office or its local authorised representative. Minor repairs during the warranty period may be performed by the Buyer's maintenance workers who were trained by the Seller.
5. Regular prophylactic inspections of the Device at least to the extent prescribed by the manufacturer of the Device, the Seller undertakes to perform properly regular Device's inspection and these inspections are fully at the expense of the Seller.
6. The Buyer is entitled to request that the Device defects are eliminated at any time during the warranty period, but no later than within 30 days after expiry of the warranty period, if the defect occurred during the warranty period. Defects may be reported to the Seller in written form according to Article IV para (3) and following, mandatory time limits to repair the identified defects or replace the defective part, are defined in Article IV para (5) and following.
7. The warranty period shall be extended by the period during which defects prevented the Buyer from using the Device for the purpose for which the Device was ordered.
8. Should any reported defects not be eliminated by the Seller in compliance with the provisions of this Article, the Buyer is entitled to eliminate the defects or have them eliminated, in both cases at Seller's expense. If defects are eliminated by the Buyer as detailed in the above paragraph, this shall not affect any other rights of the Buyer under the warranty.
9. The warranty period for any parts repaired or replaced by the Seller during the warranty period shall apply till the end of the Device warranty period, or for 6 months from the repair or replacement carried out, depending on whichever occurs later.
10. Minor repairs, as well as regular maintenance and servicing, which do not require cooperation of the Seller, may be carried out by the Buyer. For the purposes of this Contract, minor repairs mean, for example, replacement of defective light bulbs, fuses, identification lights, as well as works or activities for which the operating and maintenance workers were trained by the Seller.
11. Any travel expenses, as well as insurance against damage or loss, of any parts returned for repair or replacement, including the expenses of returning or replacement thereof to the Buyer, incurred during the warranty period, shall be borne by the Seller. The Seller shall decide whether the original replaced parts should be sent back to the Seller.
12. The Seller undertakes to be able to deliver spare parts or their suitable equivalents required for smooth operation of the Device to the Buyer for 10 years after expiry of the warranty period.
13. Repairs of defects which were caused by actions described in paragraph 4 of this Article, i.e. repairs not covered by the warranty, shall be repair in mode of out of warranty services in the sence of Article II odst. 1 (c) of this Contract.
14. The Contracting Parties have agreed that carrying out the activities described in paragraphs 3, 8 or 10 of this Article shall not affect the quality warranty given by the Seller under this Contract, even if the activities are carried out by a third party.

X. SANCTIONS

1. If the Seller is in delay with the fulfilment of the any time limit pursuant to Article IV (1) and (2) hereof, i.e. Time schedule or time limit pursuant to Article VIII (2), (3) or (5) hereof, due to reasons attributable to him, the Buyer shall be entitled to a contractual penalty of 0,05% of the total price of the subject of the Contract for each commenced day of delay, up to the maximum amount of 25% of the total price according to Article V para 2 of the Contract.
2. In the event of the Seller's delay in remedying defects pursuant to Art. IV (5) or pursuant to Art. IX (6) hereof the Buyer shall be entitled to a contractual penalty of **EUR 300** for each day of delay.
3. In the event of the Seller's delay pursuant to Art. IV (10) hereof the Buyer shall be entitled to a contractual penalty of 10% of the total price of the relevant partial delivery for each day of delay.
4. In the event of a breach of the obligations under Article XII hereof, the Buyer shall be entitled to a contractual penalty of **EUR 10.000 EUR** for each case of breach of these obligations.
5. For the purposes of an avoidance of any doubt, the Contracting Parties state that the Buyer's right to a contractual penalty under the individual provisions of this Article is not mutually exclusive and the contractual penalties for individual delays can be added together.
6. The obliged party shall pay the contractual penalty within 15 days of its enumeration and the receipt of the invoice of the authorized party.
7. Payment of the contractual penalty does not exonerate the obliged party of its duty to meet the obligations under this Contract.
8. Payment of the contractual penalty does not affect the Buyer's claim for damages, even damages exceeding the contractual penalty.

XI. SPECIAL PROVISIONS

1. The Seller is obliged to have liability insurance for damage caused by the Seller or a third party with the minimum indemnity limit of at least **190 000 EUR** for the period of validity of the Contract.
2. The Seller is entitled to perform this Contract or part thereof through its subcontractor(s). In the case that the Seller uses a subcontractor within the meaning of the previous sentence,
 - a. the Seller remains responsible for fulfilment the subject of this Contract as if he performed it itself,
 - b. was obliged to submit to the Buyer the List of subcontractorss according Tender Documentation of the Tender Procedure,

- c. in the case of a change in the List of subcontractors (e.g. different scope of performance, change of subSeller, new subSeller), the change shall be subject to approval by the Buyer of such a change and the Seller shall apply for this approval without undue delay, but no later than within 5 working days of such change.

This Contract and its Annexes shall not be amended due to the use of subSellers or its change according to this Paragraph.

3. The Device installation and operators training will typically take place from 08:00 a.m. to 4:00 p.m. on workdays and in special cases also outside the specified time, or on non-working days provided the Contracting Parties so agree in advance.
4. Due to the specific conditions of production in the Buyer's premises, the entry and movement of the Seller's employees must be governed by internal safety rules. The basic principle of these rules is to identify all persons entering the Buyer's premises with the Buyer'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 Buyer may also restrict the Seller's activities for a short time. The Seller's staff must be demonstrably acquainted with the basic security rules of the Buyer (in the form of a document "Declaration / Advice") before entering the Buyer's premises. In the case of longer-term activities in the Buyer's premises, the Seller's staff will be issued an entry identification card stating the name and photograph of the holder and the name of the Seller, which the holders are obliged to visibly wear during the entire activity in the building. The Seller personnel must endure the fact that work activities can be monitored by CCTV.
5. The Seller undertakes to submit to the Buyer no later than 5 working days prior to the commencement of the activities according this Contract, a list of persons performing the activities including the designation of an employee who is the contact person for Buyer's security personnel (hereinafter referred to as "**the Seller's responsible employee**"). The Seller shall include in the list of persons the name, surname and number of the identity card or passport. The Buyer shall approve the list of persons within 2 working days from the date of its delivery. Otherwise, the Seller is obliged to modify this list according to the Buyer's requirements. The Seller is obliged to ensure an update of the Seller's employee list.
6. The Buyer shall ensure for the proper execution of the Seller:
 - a) accessibility of all areas where the subject of this Contract will be performed;
 - b) entry of the Seller's employees and vehicles into the Buyer's premises to fulfil the subject of this Contract;
 - c) instructing the Seller's employees to observe the protective and security measures in the Buyer's premises during their stay in the Buyer's premises, in the form of signing the "Declaration / Information" for information protection, occupational health and safety, fire protection and environmental protection. The Seller is responsible for OHS and observance of fire protection regulations when performing the subject of this Contract. All employees of the Seller and, where applicable, subSellers are obliged to wear designated work protective equipment when performing the Work;

- d) hygienic and safe working conditions complying with EU standards;
- e) consumption of electricity and water at the Buyer's expense;

7. The Seller's employees are in particular

- a) authorized to enter only those premises in the Buyer's premises, which will be agreed between the representatives authorized to negotiate in factual and technical matters of both Contracting Parties; the Seller's employees are entitled to enter the safety regime zone of the Buyer'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 Buyer;
- b) obliged to wear visibly entrance identification cards and wear their own yellow reflective vest and a valid identity card throughout their presence in the Buyer's premises; In the event that the Seller's employees do not prove their issued identification card, they will not be allowed into the Buyer's premises. After completion of activities, the Seller is obliged to return all entrance identification cards. In case of loss, damage or non-return of the entrance identification card, the Seller 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 the Labor Code and safety regulations);
- e) obliged to obey the instructions of Buyer's security personnel.

8. The Buyer shall take the necessary measures to protect persons and objects at the Place of performance of the subject of this Contract. The Seller's responsible employee is obliged to report to the security staff of the Buyer 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 Seller's employee, the Buyer may refuse to continue to participate in the performance of this Contract and refuse access to its premises.

9. The Seller acknowledges that smoking is prohibited throughout the Buyer's premises, with the exception of the designated smoking areas.

10. If the Seller delivers any kind of chemical substances and preparations together with the device, the Seller is obligated to provide the Buyer beforehand, but no later than on the delivery date of the device, with the copies of the given safety data sheets in Czech language.

11. If either Contracting Party makes drawings, technical documents or other technical information relating to the Contract delivery available for the other party, both before and after the conclusion of this contract, such drawings, technical documents or other technical information remain the property of the providing party. The receiving party is entitled to use the relevant documents and information both to complete the contracted delivery and subsequently to use, maintain and repair the device. Both Contracting Parties are entitled to use the handed-over and taken-over documents and information

based on their needs and discretion, including their reproduction, in the way not threatening the interests of the other party. In the case of potential re-sale of the device by the Buyer, the Buyer shall only be entitled to provide the new acquirer with those documents from the above specified documentation which are necessary for the transfer and for further use of the device and provided it shall have obtained Seller's prior written approval.

XII. 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, and to the provision of Article XIV paragraph 6 hereof.
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 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.
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.
9. In cases that the Seller will be provided by the Buyer for the purpose of testing with materials, which are subject to strict control (hereinafter referred to as "Protected Materials"), the Seller shall treat such materials as materials that:
 - a) cannot be passed on to a third party without the Buyer's demonstrable consent;
 - b) must be immediately returned to the Buyer, including damaged or incomplete protected materials, immediately after the testing work;
 - in the event of damage or incompleteness, the Seller is obliged to demonstrably explain the causes of such a condition;
 - c) cannot be used for advertising purposes;
 - d) the Seller shall not make copies, imitations or duplicates;

- e) may not be used for any purpose other than that relating to the performance of the subject matter hereof.
10. If either Contracting Party makes drawings, technical documents or other technical information relating to the Contract delivery available for the other Contracting Party, both before and after the conclusion of this contract, such drawings, technical documents or other technical information remain the property of the providing party. The receiving party is entitled to use the relevant documents and information both to complete the contracted delivery and subsequently to use, maintain and repair the device. Both Contracting Parties are entitled to use the handed-over and taken-over documents and information based on their needs and discretion, including their reproduction, in the way not threatening the interests of the other party. In the case of potential re-sale of the device by the Buyer, the Buyer shall only be entitled to provide the new acquirer with those documents from the above specified documentation which are necessary for the transfer and for further use of the device and provided it shall have obtained Seller's prior written approval.
 11. 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.

XIII. TERM OF THE CONTRACT AND WITHDRAWAL CONDITION FROM THE CONTRACT

1. The present Contract comes into force on the day it is signed by both Parties and taking effect once it is published in the Register of Contracts (hereinafter "effective date").
2. This Contract has been entered into for a definite period of duration of warranty period for the Device according to Article IX par. 2 and following, from the effective date of the Contract whereas this Contract shall also terminate before above mentioned period:
 - a) by written agreement of the Contracting Parties;
 - b) by withdrawal from this Contract subject to the terms given below in the event of a substantial breach hereof by either Contracting Party.
3. The Buyer is entitled to withdraw from the Contract if:
 - a) for reasons attributable to the Seller, the Device was not supplied or installed within 30 calendar days after futile lapse of the given period or the device was not commissioned into operation and handed over to the Buyer within 14 calendar days after futile lapse of the given period and the Buyer is not liable for this;
 - b) the Device does not fulfil the declared technical parameters (this provision is not affected in any way by arrangements under Article X hereof), provided that the Buyer shall have put the Seller on written notice and that Seller shall not have remedied such shortcoming within 30 days of receipt of such notice;
 - c) if the technical specifications of the Device as specified in Annex 1 hereto has not been met thus hindering the use of the Device for normal use, provided that the Buyer shall have put the Seller on written notice and that Seller shall not have

remedied such shortcoming within one month of receipt of such notice;

- d) the Device did not meet the operating conditions and technical requirements required by the Buyer during the test production in the sense of the Article VIII para 1 hereof or the Device did not meet the operation conditions and technical requirements required by the Buyer during the 60 calendar days trial operation period in the sense of Article VIII para 2 hereof the Buyer refused to accept the Device for this reason;
 - e) the Device was delivered with defects that are irreparable or which would involve disproportionate costs or the time required for their removal would be unusual in the given field and thus disproportionate to the needs of the Buyer;
 - f) the Device is out of service because of defects for which the Seller is liable, for a period exceeding 10 % of the operating hours within the warranty period; individual hours are added up, provided that the Buyer shall have put the Seller on written notice of defects and that Seller shall not have remedied such defects within two months of receipt of such notice. The Buyer must demonstrably record notification of defects in the protocol on daily basis and submit such to the Seller every week;
 - g) the Seller's statements referred to the Article VI paragraph 14 or 15 of this Contract prove to be false or the Seller violates the obligation to notify the Buyer of the fact stated in Article VI paragraph 14 or 15 within the specified period according to Article VI paragraph 16 hereof;
 - h) in the event that it turns out that the statement, or the obligation stated in Article VIII Paragraph 10 hereof was not true or has not been complied;
 - i) breach of obligation under Article XVI Paragraph 5 hereof.
4. In case of withdrawal from the Contract, the Buyer shall deliver written termination notice to the address of the Seller's registered office given in Article I hereof. The termination shall take effect on the date of delivery of the written notice of termination to the other Party. By withdrawal from this Contract all rights and obligations of the Parties under this Contract expire. However, withdrawal from the Contract does not affect the claim for compensation for damage caused by breach of Contract and claim for payment of contractual penalty.

XIV. FORCE MAJEURE

1. For the purposes of this Contract, "force majeure" means an extraordinary and unavoidable event beyond the control of the Contracting Party which invokes it, which it could not have foreseen when concluding this Contract and which prevents it from fulfilling its obligations under this Contract. Such events may include, but are not limited to: natural disasters, wars, revolutions, large-scale fires, earthquakes, floods, traffic embargoes, general strikes and strikes of the entire industry, if they affect the Seller and affect its performance under this Contract. Errors or omissions on the part of the Seller, failures in energy supply and production, local and company strikes, etc. shall not be

considered a force majeure circumstance. Force majeure is not a failure of the subcontractor, unless it occurs for the reasons stated above.

2. The Contracting Parties are aware of the existence of the pandemic Coronavir (COVID-19) at the time of the conclusion of this Contract and the Seller declares that at the time of concluding this Contract this pandemic does not prevent the fulfillment of its obligations under this Contract.
3. If it is clear that as a result of the events referred to in paragraphs 1 above, the Seller will not be able to complete the work or fulfill another obligation within the agreed period, then it shall immediately notify the Buyer. The Contracting Parties shall, without undue delay, agree to resolve this situation and agree on the further procedure for the performance of the work under this Contract. However, the Contracting Parties expressly agree that the Seller is not in arrears with the fulfillment of its obligations under this Contract for the period of force majeure.
4. If either Contracting Party is unable to perform its contractual obligations by reason of force majeure, the Contracting Parties shall discuss the case among themselves and decide on possible procedures. In the absence of such an agreement, either Contracting Parties has the right to withdraw from the Contract if more than three months have elapsed since the occurrence of force majeure preventing performance and the defective condition persists.
5. If a case of force majeure arises, the party claiming force majeure shall provide the other Contracting Party with documents relating to that case.
6. The Contracting Parties agree that, for the existence of the circumstances precluding liability, does not affect the arrangements for contractual penalties i.e the contractual obligation to pay the contractual penalty is not affected by the circumstances excluding liability.

XV. 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. 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.

XVI. FINAL PROVISIONS

1. 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.
2. 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.
3. The Seller warrants to the Buyer that the Device is not encumbered by third party rights.
4. Both Contracting Parties shall carry out their obligations in strict compliance with legislation combating bribery and corruption and antitrust law.
5. The Seller hereby declares that respects fundamental human rights and generally accepted ethical and moral standards in accordance with Universal Declaration of Human Rights (hereinafter also only „Rights“). In the case of the Buyer in a reliable and verifiable manner learns that the Seller has violated or violate Rights, and the Seller despite a prior written notice of the Buyer continues to violate generally accepted Rights or fails to remedy, the Buyer has the right to withdraw from this Contract pursuant to Article XIII paragraph 3 (i) and following hereof.
6. 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 or contacts listed in the Contract, which may be addressed by means of an official letter.
7. 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 Contracting 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.
8. 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.
9. 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.

10. 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.
11. This Contract is executed in English in two copies with the validity of originals, of which each Contracting Party shall receive one copy.
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.
13. 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.

Appended to the present Contract as its integral parts are:

- Annex No. 1: Technical specification
 - 1a - Technical specification of the Device set by the Buyer
 - 1b - Technical specification of the Device set by the Seller within its Tender
- Annex No. 2: Consumables, relating material and servicing
- Annex No. 3 List of documents and technical documentation
- Annex No. 4 Time schedule
- Annex No. 5: Template of Maintenance list
- Annex No. 6: Template of Protocol 1
- Annex No. 7: Template of Protocol 2

In Prague, date _____

In Prague, date _____

For the Buyer:

For the Seller:

Tomáš Hebelka, MSc
Chief Executive Officer

Jaroslav Vábek
Managing Director

STÁTNÍ TISKÁRNA CENIN, státní podnik

VALIDO PRE-PRESS, s.r.o.