

AMENDMENT No. 1 to PURCHASE CONTRACT

registered with the Buyer under Ref. no. 012/OS/2019
registered at the Seller under Ref. no. 2136-03967-1
(hereinafter referred to as the "Amendment")

signed as the result of public procurement, awarded in an open procedure under the
Act No. 134/2016 on public procurement, as amended (hereinafter referred to as
"PPA"),
and
also in compliance with the Act No 89/2012 Civil code as amended (hereinafter
referred to as „CC“)

between:

STÁTNÍ TISKÁRNA CENIN, státní podnik

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

Represented by: **Tomáš Hebelka, MSc**, Managing Director
Company ID: 00001279
Tax reg. ID: CZ00001279
bank: UniCredit Bank Czech Republic and Slovakia, a.s.
account number: 200210010/2700
IBAN: CZ44 2700 0000 0002 0021 0010
BIC/SWIFT: BACX CZPP
(further on only the "Buyer" or "STC")

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: **Gerhard Gregori**, Managing Director

Ludwig Huber, Vice President
Company ID: HRA 9073
VAT ID: DE 811156881
Bank details: Deutsche Bank Regensburg
Account No.: 320 222 300
IBAN: DE19 7507 0013 0320 2223 00
SWIFT: DEUTDEMM750
(further on only the "Seller")

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

I.

1. The Contracting Parties concluded on 30.11.2019 the above-mentioned Purchase Contract about delivery of the Personalization Device for production of ID-3 travel documents, type MUHLBAUER IDENTIFIER 6000-S (hereinafter referred to as the „**Contract**“). As part of the Seller's obligation under the Contract was also a reserved

change to obligation, on the basis of which the Buyer may, for a period of 5 years from the effective date of the Contract, require the supplement of the additional personalization device by the Seller, provided that the Buyer can do so under the conditions of Art. XV of the Contract.

2. In accordance with the provisions of § 222 PPA and in connection with the Buyer's experience with operation of the device for the production of travel documents of format ID-3, type MÜHLBAUER IDENTIFIER 6000-S supplied on the basis of the Contract (hereinafter referred to as "**Supplied Device**") and also with regard to the specific requirements of the Buyer for the delivery of new device (hereinafter referred to as "**New Device**") Contracting parties agreed on the following conditions of the reserved changes to the obligation and amendments to the Contract.
3. The Contracting Parties have agreed upon the following details of the conditions for applying the reserved change to the obligation:
 - a) Pursuant to Art. XV, paragraph 4 of the Contract, the technical specification of the New Device is amended so that the Seller will deliver, instead of the Single Input Stacker module, the Double Input Stacker module with technical specifications in accordance with point 1.3 of the Technical Proposal, Offer No. 2021-SM-0000217-1 dated 25.11.2021, which forms the Annex No. 1 of this Amendment as an integral part of it.
 - b) Due to the specific period of the peak of the Buyer's production and the impossibility of shutting down the backup passport production line, the dismantling and removal of which is a spatial condition for the installation of the New Device, the Buyer requests the delivery of the New Device by 3.10.2022.
4. Taking into account the required delivery date of the New Device pursuant to Art. I, paragraph 3, letter b) of this Amendment, the Contracting Parties further agreed that this Amendment shall be considered by the Contracting Parties as the Request for delivery within the meaning of Art. XV, paragraph 2 of the Contract with Deferred Effectiveness, as of 3.4. 2022. No further request for delivery of the New Device will be and does not have to be made by the Buyer and condition of the Art. XV, paragraph 2 of the Contract is fulfilled by this Amendment.
5. In order to prevent any discrepancies, the Contracting Parties have agreed to confirm the Time schedule for the delivery of the New Device, stating that the decisive moment for the commencement of a performance will not be the effectiveness of the Contract but the effectiveness of the Request for the delivery of the New Device pursuant to paragraph 4 of this Article. In this respect, the payment conditions (the right to issue a proforma invoice) within the meaning of Art. XV, paragraph 7, letter a) of the Contract are modified by the Time schedule. The Time schedule for the delivery of the New Device is attached as Annex No. 2, which is integral part of this Amendment. Sanctions for non-compliance with delivery deadlines or elimination of defects upon delivery of the New Device will be applied by analogy pursuant to Art. XI of the Contract.
6. The Contracting Parties further agreed that the Seller, in addition to the obligation in accordance with Art. X, paragraph 2 of the Contract, will provide the Buyer with an additional warranty for the Supplied Device for a period of 12 months starting from the day following the effective date of this Amendment. The conditions for exercising the extended warranty are governed by Art. X of the Contract.

7. The Contract is also amended as follows:

- a) In the header of the Contract, the Buyer's Representative authorised for factual and technical matters is changed so that it reads as follows:

"on behalf of the Buyer: Robin Přivora, Purchasing and Logistics department"

- b) The current wording of Art. XV Paragraph 5 of the Contract is replaced by the following new wording:

„5. The Seller shall provide the quality warranty for the Perso System for a period of 24 months from the date of signing Protocol No. 2 (Art. IX. (7) hereof). The warranty conditions shall be governed by Art. X hereof accordingly. “

II.

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

III.

1. This Amendment shall be drawn up in Czech and English language version, each in duplicate, with the validity of the original of which each Contracting Party shall receive one copy of each language version. In the event of a disputed interpretation of this Amendment, the English version of the Amendment shall prevail.
2. The Seller takes note that this Amendment shall be, in accordance with Act No. 340/2015 Coll., on Special Conditions of Efficiency of some Contracts, Disclosure of such Contracts and the Contracts Register (the Contracts Register Act), after signing by both Contracting Parties disclosed in the Contracts Register. The disclosure and related operations shall be ensured by the Buyer.
3. The Amendment comes into validity on the day of signature by both Contracting Parties and into effect on the day of its disclosing in the Contracts Register.
4. Appended to this Amendment as its integral parts are:
Annex No. 1 Technical Proposal, Offer No. 2021-SM-0000217-1
Annex No. 2 Time schedule

In Prague on the day of

On behalf of the Buyer:

In _____ on the day of _____

On behalf of the Seller:

STÁTNÍ TISKÁRNA CENIN, státní podnik

Tomáš Hebelka, MSc
Managing director

Mühlbauer GmbH & Co. KG

Gerhard Gregori
Managing Director

Mühlbauer GmbH & Co. KG

Ludwig Huber,
Vice President