

PURCHASING TO :

STÁTNÍ TISKÁRNA CENIN, státní podnik

Phone : XXX

Address :

Růžová 943/6

110 00 PRAHA 1 - REPUBLIQUE TCHEQUE

IČO : 00001279

DIČ : CZ00001279

INVOICE TO :

XXX

XXX

XXX

XXX

XXX

Supplier ref : N21-00202

PO issued by XXX

Contact phone : XXX

DELIVERY ADDRESS :

XXX

XXX

XXX

XXX

Purchasing Date : 26-09-2021

Purchasing Order N° : PO-2021-168

Pos	Quantity		Product	Price list	Subtotal	Discount	Price without TAX	VAT (%)	VAT (EUR)	Total
1	XXX	Unité	SUR MESURE Zfolded sheets 210mmX203.20mm (8") XXX	XXX	13340,00	0.00	13340,00	0,00	0,00	13340,00
Subtotals							13340,00		0,00	13340,00
Discount										0,00
Total with TAX										13340,00
Shipping fee										0,00
Shipping taxes										0,00
Adjustment										0,00
Total in (EUR)										13340,00

GENERAL TERMS AND CONDITIONS

STÁTNÍ TISKÁRNA CENIN, state enterprise /hereinafter referred to as "STC" or "seller" only/

Article 1

Introductory provisions

1. General Business Terms and Conditions are inseparable part of an Order - purchase contracts/hereinafter also referred to as "Order"/ confirmed by STC. Definition and establishment of rights and obligations applicable to a particular contractual relationship shall apply only if mandatory provisions specified in Act No. 89/2012 Coll., of the Civil Code (hereinafter referred to as the "Civil Code") do not exclude the use of these terms and conditions or if contracting parties prefer and agree in written form on other and different provisions.
2. All other provisions shall be binding only if produced in written form and signed by authorized representatives of both contracting parties. Verbal agreements shall be binding only if followed by written confirmation.

Article 2

Fulfilment time and buyer cooperation

1. Fulfilment time usually depends on the technology used to process the Order, on available STC capacities and on an agreement concluded with the buyer.
2. Buyer is obligated to provide STC with necessary cooperation, in particular if it applies to technical conditions/specifications/of the relevant Order, including transfer of necessary manufacturing documents and correction or modification approvals.
3. Should the buyer be required to deliver manufacturing documents, the buyer guarantees to the seller that no document contains rights of third parties and that no document violates third party rights in particular, copyrights, trademark or patent rights with respect to intellectual properties described in the delivered documents, and finally, that the relevant documents were not provided without consent of the respective authors or subjects. The buyer is aware of the fact that he is fully legally liable for consequences/damages occurred in connection with violations of the above provision.
4. The buyer is aware of the fact that if the seller (based on buyer's request) creates a new graphic form of the relevant goods or fulfilment, the graphic proposal, including all intermediate products or steps used during the creation of the graphic proposal, becomes a work protected by copyrights belonging to the seller as specified in the Copyright Act No. 121/2000 Coll., valid at the time when the relevant work is created. The buyer is only entitled to exercise right to use the graphic proposal/design during manufacture of goods, or as a part of the relevant goods, and is not allowed to use the graphic proposal without consent of STC. In particular, without prior written consent of STC, the seller is not authorized to transfer copyrights over to a third party.
5. Manufacturing documents delivered by the buyer are the property of the buyer and STC may use them temporarily free of any charge.
6. The seller archives manufacturing documents necessary for goods printing for 2 years after the relevant Order is entered into STC system that is, after the Order submission to STC could be clearly demonstrated. After the specified period of time expires, STC is allowed to destroy these documents. Archiving of manufacturing documents by STC for the specified time is possible only if a prior written consent of the buyer is available and if the buyer pays for it.
7. Manufacturing documents produced by STC shall remain the property of STC, unless contracting parties agree in written form otherwise.
8. Should the buyer require printing of goods, which are identical with a previous Order completed by STC, the buyer is obligated to reimburse the seller for cost acquired in connection with preparation of manufacturing documents, unless these documents are already stored by STC, as specified in item 6 of this article.
9. The buyer is liable for graphic appearance and text of printed documents. STC is not obligated to inspect text or graphic contents for defects, unless special regulations require otherwise.

10. During the Order preparation process and before printing, STC will send to the buyer manufacturing documents produced by STC for corrections and approval. The buyer is obligated to inspect and correct these documents and send the corrected documents, possibly with marked errors, back to STC no later than within 3 /three/ business days following the day when the buyer received documents for corrections. Approved corrections contain date and signature of the buyer, which makes the correction binding /imprimatur/ for the manufacturing process.
11. Should the agreed fulfilment time cannot be completed due to buyer's delays /for example, late sending of manufacturing documents, delayed return of approved and corrected documents/ the fulfilment time shall be extended by the time agreed by both parties, but at least by the time equal to the relevant delay of the buyer.
12. Should the buyer fail to return approved corrections no later than within 30 /thirty/ calendar days, following the day when the time specified in paragraph 10 of this article, expired, STC shall have the right to withdraw from the contract and charge the buyer for all additional cost incurred in connection with the Order preparation process.
13. Creation of 2 /two/ authoring corrections of the relevant goods is a part of the fulfilment of the seller. Cost acquired in connection with other corrections, done based on buyer's request or due to actions of the buyer, shall be paid by the buyer.
14. **Should the buyer order/request a preview at the printing machine during a certain time, the buyer is obligated to observe and follow this time. Should the buyer fail to arrive at the specific time/our due to the buyer's fault, or should the buyer fail to notify STC no later than 30 minutes before the scheduled time that the buyer wishes to cancel or modify the agreed time, SDC shall charge the buyer CZK 500.00 for each commenced half-hour pass the agreed time, but no more than a total amount of CZK 5000.00. The first half-hour pass the agreed time will not be charged.**
15. The buyer agrees that the seller may use samples of the goods (properly labeled "SPECIMENS") as a demonstration of his own production for the marketing and promotional purposes of the STC.

Article 3

Place of performance, goods handover and acceptance

1. STC shall handover the goods to the buyer at STC facility located at STC, Prague 1, Růžová 6, unless the Order specifies otherwise.
2. STC shall notify the buyer to pick up ordered goods /usually via fax or email/ during the time specified on the relevant Order, unless it is clear due to the nature of the goods that the buyer may pick up the goods immediately after the Order is delivered, or unless the Order specifies that STC shall arrange for the goods delivery to the place specified by the buyer.
3. Should the buyer fail to pick up or arrange for goods pickup within 5 /five/ business days following the receipt of a written STC notice requiring goods pickup, STC is entitled to charge the buyer a storage fee in the amount of CZK 50.00 for each commenced day of delay, or STC may, at its own discretion and at the cost and risk of the buyer, ship the goods to the address of the buyer and the buyer is obligated to accept the goods. For this purpose the day of goods acceptance and delivery shall be regarded the day when the goods are handed over to the relevant freight forwarder/shipper.
4. Goods handover may depend on the fact whether the price of the goods, or any part of it, has already been paid on not /an advance payment or proforma payment in the amount specified on the relevant Order/.

Article 4

Packaging and packaging unit processing

The goods shall be packed as required by applicable standards using packaging units common and suitable for the relevant type of goods and fitted with a label describing the name of the order and number of packed pieces, unless the Order specifies otherwise.

Article 5

Documents relating to goods

1. STC is obligated to hand over to the buyer documents necessary for the goods acceptance, or possibly also other documents specified on the relevant Order.
2. Together with the goods, STC shall send a delivery note/packaging list, which shall contain the name of the buyer, type of goods and volume/amount of goods.
3. If the buyer picks up the goods in person, STC is obligated to hand the required delivery documents to the buyer together with the goods. This clause shall not apply if the buyer fails to pick the goods within 5 /five/ business days following the delivery of a written note for goods pickup as specified in article No. 3, item 3.

Article 6

Price and pricing policy

1. Price for the goods is to be established pursuant to valid pricing regulations either based on the level of processing difficulty and required volumes, or the price is to be established based on applicable pricelist issued for the relevant assortment of goods and valid for the relevant time period.
2. The price includes packing cost.
3. The price does not include shipping. Shipping cost shall be invoiced by the seller based on valid seller tariffs, or possibly, based on actual costs, unless both parties agree otherwise.

Article 7

Payment terms and conditions

1. STC shall have the right to issue tax document /invoice/ for the relevant goods on the day when the goods are handed over to the buyer or possibly, when the goods are handed over to a shipper.
2. Properly issued tax document /invoice/ containing all information and complying with all commercial requirements shall be payable and due within 30 /thirty/days, following the issuing the invoice to. The established payable and due date will be considered as fulfilled, when the entire invoiced amount is credited to STC account number, no later than on the last day of the established invoice payable and due period.
3. Should the buyer be late with the payment for the issued tax document (invoice), STC shall have the right to issue a late penalty equal to 0.05% of the due amount for each commenced day of delay.
4. The buyer shall pay the price for the goods to the Seller's (cashless) account specified in the Order.
5. Should the buyer terminate an Order which is in progress or should the buyer withdraw from contract due to reasons which are not the fault of STC, STC is entitled to charge the buyer for all cost acquired by STC due to the Order preparation and processing.
6. Similar procedure, as specified in item 5 of this article, shall apply when the buyer requests or modifies technical specifications of the Order /article 2, item 2/ after the relevant Order has already been put into process.
7. The buyer is entitled to set off or include a receivable payable by SDC against the amount of the purchase price, only if the seller approves of such settlement in written form.

Article 8

Goods ownership rights and risk of damages

1. Risks of damages in terms of the goods, as well as ownership rights, shall be transferred over to the buyer when the goods are handed over and accepted by the buyer /article 3/.
2. A signature of the buyer representative executed on any goods accompanying document shall serve as sufficient proof that the goods were accepted.

Article 9

Obligations of the buyer observed during goods acceptance process

1. During the relevant delivery times and at the agreed location, the buyer is obligated to accept the relevant goods and confirm the required number of copies of delivery/shipping documents.
2. Based on the type and nature of the accepted goods, the buyer is entitled to request an inspection of the number/pieces of

delivered goods or he may require random checks. If all delivered pieces are accounted for, or if a random inspection is successfully completed, it shall be accepted that the number of goods matches the number specified on the relevant Order, or rather that the number of goods matches the number specified on the relevant delivery/shipping document.

3. Should the buyer discover apparent damages during the inspection or during goods counting process as specified above, the buyer shall have the right to reject to accept the goods. Deadline for replacement fulfilment/delivery of goods shall be established by both parties based on the type and volumes of the relevant goods.

Article 10

Warranty and warranty periods

1. STC is liable and answers to the buyer for proper manufacture and delivery of goods, in particular, that all agreed technical specifications will be observed.
2. Goods quality is guaranteed for 6 /six/ month following the day when the buyer accepted the goods.
3. The buyer is entitled to claim defective goods /subject of fulfilment/ any time during the warranty period, provided that the warranty claim is delivered to STC during the warranty period.
4. The buyer shall always attach the submitted claim with the relevant defective product, as well as a portion of the packaging unit showing the name of the seller's employee who inspected the goods. The buyer must describe the relevant defects including symptoms how these defects manifest themselves.
5. The buyer is obligated to demonstrate goods defects.
6. Defect claims shall be solved by replacing defective goods for defect-free goods, or by providing financial compensation based on agreement between both parties.
7. Submitted claims shall be processed within 30 /thirty/calendar days. This time shall begin on the day when defective products together with written claims are delivered to STC.
8. STC is not liable for goods damages caused by natural catastrophes, mechanical tampering done by the buyer or by a third person, due to improper storage or transportation, or possibly, due to use of goods for purposes which are not common for the relevant type of goods.

Article 11

Buyer insolvency

1. Should the buyer be late with a payment of the purchase price, or any part of it, regardless if in a form of an advanced payment or in any other form, or if the buyer is late with the fulfilment of previous obligations which are due to STC even after being notified by STC, STC shall be entitled to withdraw from the relevant Order/purchase contract following a written note sent to the buyer, and to invoice the buyer for acquired damages.

Article 12

Special provisions

1. STC guarantees to the buyer that during preparation, manufacture or during shipment of goods, no materials necessary for the production process, printed documents or completed products stored at STC facility will be shared or made available to third persons or misused in any other way.
2. Defective test prints will be properly disposed off/destroyed as required by inner company regulations issued by the seller.
3. STC is hereby obligated not to share the subject of fulfilment with third parties without prior consent of the buyer.
4. If goods are manufactured according to graphic design created by STC, STC - as the seller declares that no third party rights were violated in the process.
5. STC and the Buyer undertake always to protect the business secrets of other Contracting Party; in this context also undertake to convey the request the other Contracting Party, for what are considered business secrets.

Article 13

Concluding provision

1. **Rights and obligations not explicitly specified in these General Business Terms and Conditions shall be subject to applicable Czech legislature, in particular to provisions of Civil Code and to other applicable regulations. Czech legislature has been established through an agreement**

between both parties as the governing law, which shall be used in case of possible court disputes.

2. Purchase contract - an Order is not a contract, buyer is entitled to transfer Order as well as applicable rights and obligations ensuing from the Order, only after prior written consent of the seller.
3. Should circumstances be changed, after the relevant purchase contract-Order is signed, as specified in paragraph 1765 et seq. of the Civil Code, such change or modification shall not constitute an option to terminate this Order - contract and both parties shall accept applicable risks ensuing from the application of the relevant change.
4. Any established commercial habits or practices relevant to the agreed performance or to follow-up performance, shall not take precedence over contractual provisions or provisions specified in the Civil Code.
5. Pursuant to provisions under paragraph 1758 of the Civil Code both parties agree that Order - purchase contract may be modified or added only in a form of written annexes approved by authorized representatives of both parties. Any other arrangements shall be invalid. Any agreement between contracting parties may only be concluded based on a complete and unconditional agreement between both parties and while observing all other applicable requirements.
6. Both contracting parties agreed to solve disputes **arising from this contractual relationship in an amicable way. Should no agreement be reached, any contracting party shall have the right to forward the dispute to the relevant court of law, whereas both parties agreed that the necessary jurisdiction shall belong to Czech courts of law. In connection hereto and pursuant to provisions of paragraph 89a and Act No. 99/1963 Coll., of the Civil Court Procedures, as amended, both parties established that the necessary jurisdiction shall belong to Czech court of law located in the region of the seller.**
7. The Buyer takes note that seller is an entity referred to in the provisions of § 2 para. 1 of Act no. 340/2015 Coll., on Special Conditions for the Effectiveness of Certain Contracts, the Disclosure of These Contracts and the Register of Contracts (hereinafter also referred to as "ZRS") , and that therefore, the Order -contract may be subject to mandatory publication in the registry contracts. Unless the parties agree otherwise, seller ensure all actions related to the obligation to disclose the contracts in the STC's registry contracts.
8. **These General Business Terms and Conditions shall take legal force on the 16th of February, 2018. By signing this contract the buyer confirms that the buyer is familiar with the entire text of these business terms and conditions and that all provisions are comprehensible. Further, the buyer is aware of all consequences ensuing from provisions specified herein. Order - contract subject to publication under the ZRS comes into effect on the day of publication in the register of contracts, otherwise the Order- contract takes effect as of the date of signature by the two parties.**

In Prague on
On behalf of the Seller:

In on
On behalf of the Buyer:

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