

AMENDMENT No. 2

to the PURCHASE CONTRACT

registered by the Buyer under No. 055/OS/2020
registered by the Seller under No. 5446-00304-I-1

(hereinafter referred to as the “**Amendment**”)

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

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
Brandl Franz, Managing Director

Company ID: HRA 9073
VAT ID: DE 811156881
Bank details: XXX
Account No.: XXX
IBAN: XXX
SWIFT: XXX

(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: **Gerhard Gregori**, Managing Director

Representatives authorised for factual and technical matters:

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

(the Purchase Contract, registered by the Buyer under No. 055/OS/2020, registered by the Seller under No. 5446-00304-I-1, concluded on 26th May 2021, as amended, hereinafter referred to as the “**Contract**”)

I.

The subject of this Amendment is the addition of the subject-matter to include performance that the Buyer was originally supposed to provide himself, and the related price increase and related adjustment of payment terms. Furthermore, the subject of this Amendment is a correction of a typing error in Article V paragraph 2 of the Contract.

II.

In accordance with the provision of Article XVII paragraph 4 of the Contract and the Section 222 paragraph 4 of the Act No. 134/2016 Coll, on the Award of Public Contracts, as amended, the Contracting Parties have agreed upon the following changes to the Contract:

1. A new point g) is added to Article II paragraph 2 of the Contract, as follows:

“g) supply and installation of Pipes and cabling between the Device and the Heating Unit.”

2. In Article II paragraph 4 of the Agreement, the point c) is canceled and the previous points d), e) are renamed to c), d).

3. The Article V paragraph 2 of the Contract shall be replaced as follows:

“2. The price of the subject matter of the Contract:

2.1 The price of the subject matter of the Contract including the additional works according to Article II Paragraph 1 and 2 points a) to f) hereof agreed between the Contracting Parties is:

260.801,00 EUR excluding VAT

*(in words: **Two hundred sixty thousand eight hundred and one Euros**), of which:*

<i>for the subject of the contract according to:</i>	<i>amount:</i>
<i>a) Art. II (1) and Art. II (2) point d), e), f), g)</i>	<i>240.159,35 EUR</i>
<i>b) Art. II (2) point a) (transport including insurance, packaging)</i>	<i>2.954,80 EUR</i>
<i>c) Art. II (2) point b) (installation, commissioning, test run)</i>	<i>14.149,48 EUR</i>
<i>d) Art. II (2) point c) (operators training)</i>	<i>3.537,37 EUR</i>
Total	260 801,00 EUR”

- 2.2. The price of the subject matter of the Contract including the additional works according to Article II Paragraph 2 points g) hereof agreed between the Contracting Parties is:

1.250 EUR excluding VAT for 1 working day

This price includes travel expenses (flight, rental car, taxi, accommodation, allowance, travel hours, etc.). For the purposes of this Contract, a working day means: Monday till Friday - one shift from 8 am till 5 pm local time (max. 8 hours per day).

Support Surcharges: Overtime (more than 8 hours): additional 50% of 1.250 EUR per day / Weekend, Public Holiday and Shifts: additional 100% of 1.250 EUR per day.

*The Contracting Parties agreed that the maximum price for this point 2.2 will be a **maximum amount of 6.250 EUR**. Invoicing will be based on the real number of working days, detailed payment terms are stated in Article VI Paragraph 1 hereof."*

4. The Article VI paragraph 1 of the Contract shall be replaced as follows:

"1. Payment of price:

1.1 The price according to Article V Paragraph 2 Point 2.1 hereof shall be paid by the Buyer to the Seller in EUR by bank transfer as follows:

- a) advance payment **in amount 24 892,00 EUR** excl. 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 from the effectiveness of this Contract (due date is 14 days after issuance of the proforma invoice).

- b) advance payment **in amount 49 784,00 EUR** excl. VAT after the call for performance according to Article IV paragraph 2 of this Contract;*

The right to issue a proforma invoice for payment under para. 1 point (b) is given to the Seller on the next business day following the day of delivery of call for performance. The Seller shall issue and send to the Buyer a proforma invoice within 1 week from the day of delivery of call for performance (due date is 14 days after issuance of the proforma invoice).

- c) payment **in amount 136 341,00 EUR** excl. VAT after Device factory acceptance tests (FAT), i.e. after the signing of the report of the successful acceptance test results 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 the signing of the report of the successful acceptance test results by the Contracting Parties (the date of taxable chargeable event is the date of signing of this report). 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 the report of the successful acceptance test results. Through this final invoice (tax document) will be accounted the proforma payment of the price paid in compliance with point (a), (b) 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).

- d) *payment **in amount 49 784,00 EUR** excl. VAT after completion of the test run period and commencement of the warranty period, i.e. after the signing of Protocol No. 2 by authorized representatives of both Contracting Parties. An annex to the final invoice (tax document) according to letter c) 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"*

*1.2 The price according to Article V Paragraph 2 Point 2.2 hereof shall be paid by the Buyer to the Seller in EUR by bank transfer as follows: payment in amount equal to the product of the **price for 1 working day** (excluding VAT) **and the real number of working days**. The right to issue this invoice (the tax document) is given to the Seller the following business day after the signing of the Protocol No. 1 by the Contracting Parties (the date of taxable chargeable event is the date of signing of this report). 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 the report of the successful acceptance test results.*

5. Annex No. 3 of the Contract (Time schedule of the Contract fulfilment) shall be replaced by its new version which forms an integral part of this Amendment.

III.

1. The other provisions of the Contract shall remain unchanged.
2. This Amendment becomes valid on the day it is signed by both Parties and takes effect once it is published in the Register of Contracts.
3. The Parties take into consideration that this Amendment shall be published in the Register of Contracts pursuant to Act No. 340/2015 Coll., laying down special conditions for the effectiveness of certain contracts, the disclosure of these contracts and the register of contracts (the Register of Contracts Act), as amended. The publication shall be arranged by the Buyer.
4. This Amendment is drawn up in two copies in English language, each having the same validity as the original itself. Each Party shall receive one copy.
5. The Parties declare they agree with the content hereof and this Amendment is prepared in a certain and intelligible manner, on the basis of true, free and serious will of the Parties, without any duress on either Party. In witness whereof they append their signatures below.

6. The following Annexes forms an integral part of this Amendment:
Annex No. 3 - Time schedule of the Contract fulfilment

For the Buyer:

In Prague, on

For the Seller:

In Roding, on

Tomáš Hebelka, MSc

Chief Executive Officer

STÁTNÍ TISKÁRNA CENIN, státní podnik

Gerhard Gregori

Managing Director

Mühlbauer GmbH & Co. KG

Franz Brandl

Managing Director

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