

# **AMENDMENT No. 2 to the CONTRACT ABOUT DELIVERY AND SERVICE OF A SORTING SYSTEM**

registered with the Ordering party under No. 221/2018  
(hereinafter referred to as the "Amendment")

**signed as the result of public procurement, awarded in the upper tier regime 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**, Director General

Company ID: 00001279

Tax reg. ID: CZ00001279

bank: UniCredit Bank Czech Republic and Slovakia, a.s.

account number: XXX

IBAN: XXX

BIC/SWIFT: XXX

(further on only the "**Ordering party**" or "**STC**")

and

## **Giesecke+Devrient Currency Technology GmbH**

with registered office at Prinzregentenstrasse 159, 81677 Munich, Germany  
recorded in the Commercial register of the Local Court of Munich, section B, insert HRB  
148256

Represented by: **XXX, XXX and  
XXX, XXX**

Company ID: 148256

Tax reg. ID: DE229960356

Bank: XXX

Account no: IBAN: XXX

(further on only the "**Contractor**")

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

## I.

1. The Contracting Parties concluded the above-mentioned Contract about delivery and service of a sorting system on 20<sup>th</sup> December 2018 and the Amendment to this Contract on 17<sup>th</sup> August 2020 (hereinafter referred to as the „**Contract**“).
2. On the basis of the inflation clause applied by the Contractor in accordance with Article IV, Paragraph 4, Part B of the Contract and in accordance with the provisions of § 222 PPA, the contracting parties agreed to an increase of prices listed in Article IV, paragraphs 1 and 3, Part B of the Contract from 1<sup>st</sup> April 2023 by 2.5 %.
3. The Contract is amended as follows:
  - a) The current wording of Article IV, paragraphs 1, Part B of the Contract is replaced by the following new wording:

*„1. The price for the performance of the Contractor's activities under this Contract ("full service") is set at a lump sum excluding VAT and amounts to **EUR 100.450,00** (in words: one hundred thousand four hundred and fifty euros) per year.*

*The Contracting Parties have agreed that for the first year of the Contractor's performance under this contract ("full service"), i.e. for the period of 12 months after the signing of the Protocol on the handover and acceptance of the Work, the price is a lump sum in the amount of EUR 65,000 (in words: sixty five thousand Euros) without VAT."*

- b) The current wording of Article IV, paragraphs 3, Part B of the Contract is replaced by the following new wording:

*“3. The price according to paragraph 1 of this article does not include prices for additional and optional services, which are negotiated by the Contracting parties as follows:*

- a) *the price of additional service in the sense of Article I paragraph 4 letter a) amounts to **EUR 7.175,00** (in words: seven thousand one hundred and seventy-five euros) for every additional 200 operating hours of the banknote processing equipment after exceeding the annual limit of 2,000 operating hours;*

*the price of the additional service within the meaning of Article I paragraph 4 letter a) is **EUR 5.125,200** (in words: five thousand one hundred and twenty-five euros) for every 200 operating hours of the banknote processing equipment if the annual limit of 2000 operating hours is not used up; this price will be returned to the customer in the form of a credit note;*

- b) *the price of upgrading or fine-tuning the banknote processing equipment in the sense of Article I paragraph 4 letter b) and c) does*

*for upgrade: **EUR 1.793,75** (in words: one thousand seven hundred ninety-three euro seventy-five cents) for each changed of banknote denomination (carrying out the entire upgrade);*

**EUR 153,75** (in words: one hundred and fifty-three euros and seventy-five cents) per hour of upgrade consultation provided (at the point of performance);

**EUR 820,00** (in words: eight hundred and twenty euros) for accommodation and transport during the provided consultation at the place of performance;

**EUR 153,75** (in words: one hundred and fifty-three euros and seventy-five cents) per hour of upgrade consultation provided (remotely);

for fine-tuning:

**EUR 820,00** (in words: eight hundred and twenty euros) for each changed of banknote denomination (execution of the entire fine-tuning);

**EUR 112,75** (in words: one hundred and twelve euros and seventy-five cents) per hour of fine-tuning consultation provided (at the point of performance);

**EUR 51,25** (in words: fifty-one euros twenty-five cents) for accommodation and transport during the provided consultation at the place of performance;

**EUR 112,75** (in words: one hundred twelve euros seventy-five cents) per hour of fine-tuning consultation provided (remotely);

c) the price of 24-hour availability of a service technician in terms of Article I paragraph 4 letter d) amounts to **EUR 1.332,50** (in words: one thousand three hundred and thirty-two euros and fifty cents) for each week of standby and **EUR 410,00** (in words: four hundred and ten euros) for each intervention at the place of performance."

## II.

Other provisions of the Contract shall remain unchanged by the 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 Czech version of the Amendment shall prevail.
2. The Contractor 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 Ordering Party.
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.

In Prague on the day of  
On behalf of the Ordering Party:

---

**STÁTNÍ TISKÁRNA CENIN, státní podnik**

**Tomáš Hebelka, MSc**  
General Director

In Munich on the day of  
On behalf of the Contractor:

---

**Giesecke+Devrient** **Currency**  
**Technology GmbH**  
**XXX**  
**XXX**

---

**Giesecke+Devrient** **Currency**  
**Technology GmbH**  
  
**XXX**  
**XXX**