

CONTRACT FOR SUPPLY INK AGITATORS FOR INTAGLIOCOLOR "8"

registered by the Client under No. 023/OS/2023
registered by the Contractor under No.

(hereinafter referred to as "**Contract**")

**made pursuant to Section 25 and Section 56 et seq. of the Act No. 134/2016 Coll., on
public procurement, as amended (hereinafter referred to as the "PPA")**

and

**pursuant to Section 2079 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended
(hereinafter referred to as the "Civil Code")**

by and between:

STÁTNÍ TISKÁRNA CENIN, státní podnik

with its registered office at Prague 1, Růžová 6, house No. 943, 110 00, Czech Republic
entered in the Commercial Register maintained by the Municipal Court in Prague, Section ALX,
Insert 296

Business ID: 00001279
Tax Identification No.: CZ00001279
Acting through: **Tomáš Hebelka, MSc**, Chief Executive Officer
Bank details: UniCredit Bank Czech Republic and Slovakia, a.s.
Account number: 200210010/2700
IBAN: CZ44 2700 0000 0002 0021 0010
SWIFT: BACX CZPP
(hereinafter referred to as the "**Client**")

and

O.R.M.A.G. S.p.a.

with its registered office at Via F. Baracca 26, Segrate (MI), 20054 Italy
entered in the Commercial Register administered by Italian Chamber of Commerce

Business ID: 00687630152
Tax Identification No.: IT00687630152
Represented by: **Roberto Orlandini**, Managing Director
Bank details: XXX
Account number: XXX
IBAN: XXX
SWIFT: XXX
(hereinafter the "**Contractor**")

(the "**Client**" and the "**Contractor**" hereinafter collectively referred to as the "**Parties**" or
"**Contracting Parties**")

Representatives authorized to negotiate in contractual and economic matters:

On behalf of the Client: **Tomáš Hebelka, MSc**, Chief Executive Officer
On behalf of the Contractor: **Roberto Orlandini**, Managing Director

Representatives authorized to negotiate in factual and technical matters:

On behalf of the Client: **XXX**
e-mail: XXX
tel.: XXX

XXX
e-mail: XXX
tel.: XXX

On behalf of the Contractor: **XXX**
e-mail: XXX
tel. XXX

XXX
e-mail: XXX
tel. XXX

I. INTRODUCTORY PROVISIONS

1. This Contract is concluded on the basis of the results of a over-threshold open tender procedure within the meaning of Section 56 et seq. of the PPA, which is entitled "*Ink Agitators for Intagliocolor "8" Device*" (hereinafter referred to as the "**Tender Procedure**"). The basis for this Contract is also the Contractor's tender for the tender procedure submitted on 27th April 2023, 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. Tender conditions have been determined in the tender documentation to the tender procedure (hereinafter referred to as the "**Tender Documentation**").

II. SUBJECT OF THIS CONTRACT

1. The Contractor undertakes to supply the Client with **4 pieces of Ink Agitator for Intagliocolor "8"**, **serial no.: XXX**, manufactured under applicable EU directives and regulations related to the subject of this Contract according to Paragraph 2 of this Article and in accordance with the Technical specifications attached to this Contract as **Annex No. 1**, which is an integral part of this Contract, and in accordance with the Tender.

(hereafter referred to as the "**Device**" or "**agitator**", unless otherwise stated by individual provisions of this Contract)

2. The supplement of the Device according to Paragraph 1 includes:
 - a) transportation of the Device including liability insurance which provides cover for damage to the Device, DAP Praha (Incoterms® 2020),
 - b) installation and commissioning of the Device,
 - c) training of specified Client's employees in the Device operation and maintenance for at least 5 persons (hereinafter referred to as the "operator training"),

Detailed specification of the Device is stated in Technical specification which is Annex No. 1 to this Contract.

3. The Client 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 Client's production plant at the address: **Production Plant I – Růžová 6, House No. 943, 110 00 Prague 1, Czech Republic** (hereinafter "**Client's Production Plant I**"), unless the nature of the individual actions necessary for the fulfilment of this Contract indicates otherwise.

IV. DELIVERY TERMS

1. The terms for the performance of the subject of this Contract are:
 - a. delivery of the Device to the Client's production plant I: **no later than 14 weeks** after the taking effect of the Contract
 - b. installation and commissioning of the Device: **3 working days**
 - c. operator training: **1 working day**
2. After delivery of the Device (i.e. after signing the Delivery Note), the Contractor shall ensure installation and commissioning, including the operator training. **Acceptance protocol** shall be signed by the Contracting Parties according to Article VIII Paragraph 3 hereof.

V. PRICE

1. The price of the subject matter of this Contract has been determined in accordance with the Contractor's Tender submitted under the Tender Procedure organised by the Client as the Contracting Authority. The **price of 4 pieces of the Device** is set below in this Paragraph.

(Art. II Para 1 hereof)	4 pieces of the Device	34.892,00 EUR
(Art. II Para 2 point a) hereof)	Transportation including liability insurance	504,00 EUR
(Art. II Para 2 point b) hereof)	Installation and commissioning	6.400,00 EUR
(Art. II Para 2 point c) hereof)	Operator training	1.365,00 EUR
	Total price of 4 pieces of the Device:	43.161,00 EUR

2. The prices set in Paragraph 1 of this Article are maximal and final and include all costs of the Contractor for all associated costs and charges related to the production, delivery of the Device and the discharge of the Contractor's obligations under INCOTERMS 2020 DAP (defined delivery terms, i.e. mainly including packaging in non-returnable pallets, transport and delivery of the Goods to the Client, insurance of the Goods, costs associated with obtaining the documents, etc.).
3. If the Contractor is an entity liable for VAT registered in the Czech Republic, VAT shall be billed at the rate stipulated in the legislation that is valid and in force on the date of taxable supply.

VI. PAYMENT TERMS

1. The price of 4 pieces of the Device according to Article V Paragraph 1 hereof shall be paid by the Client to the Contractor in EUR by bank transfer as follows:

- a) advance payment **in amount of 50 % of the total price of 4 pieces of the Device referred to in Article V Paragraph 1 hereof**, i.e. in amount **21.580,50 EUR excl. VAT** after taking effect of the Contract. If the Contractor is an entity liable for VAT registered in the Czech Republic, VAT (stated in the legislation that is valid and in force on the date of taxable supply) shall be added to the amount according to the previous sentence.

The right to issue a proforma invoice for Device for payment under para. 1 point a) is given to the Contractor on the next working day following the effectiveness of this Contract. The Contractor shall issue and send to the Client a proforma invoice within 1 week of the effectiveness of this Contract (due date is 14 days after issuance of the proforma invoice).

- b) payment **in amount of 50 % of the total price for 4 pieces of the Device referred to in Art. V Paragraph 1 hereof**, i.e. in amount **21.580,50 EUR excl. VAT** after the signing of the Acceptance protocol against submitting a final invoice (tax document) for the total amount for the 4 pieces of the Device. If the Contractor is an entity liable for VAT registered in the Czech Republic, VAT (stated in the legislation that is valid and in force on the date of taxable supply) shall be added to the amount according to the previous sentence.

The right to issue this final invoice (the tax document) is given to the Contractor the following working day after the signing of the Acceptance protocol (the date of taxable chargeable event is the date of signing of this Acceptance protocol). The Contractor shall issue and send to the Client 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 signed Acceptance protocol. Through this final invoice (tax document) will be accounted the proforma payment of 50 % of the price 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).

2. The Contractor is required to deliver the proforma invoice/invoice (tax document) to the Client's email address podatelna@stc.cz. 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.
3. 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.

4. 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 Client may return such a proforma invoice/invoice (tax document) to the Contractor for a revision. If the above is the case, the Client 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 Client.

5. Payments of the individual price instalments shall be deemed made once the respective amounts are debited from the Client's account.
6. If the Contractor 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 7 to 10 of this Article).
7. The Contractor declares that in the moment of conclusion of the 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 Contractor also declares that in the moment of conclusion of the Contract there is no decision issued by a tax administrator, that the Contractor is an unreliable payer pursuant to Section 106a of the Value Added Tax Act No. 235/2004 Coll., as amended (hereinafter "VATA"). The Contractor shall immediately and demonstrably notify Client, a recipient of the taxable performance, within two working days of it becoming aware of its insolvency or of issuing a decision by a tax administrator that the Contractor is an unreliable payer pursuant to Section 106a VATA. In the event that, during the period of validity and effectiveness of the Contract, the Contractor's statements referred to in this Paragraph prove to be false or the Contractor violates the obligation to notify the Client of the fact stated in the previous sentence within the specified period, this will be considered a substantial breach of the Contract.
8. The Contractor undertakes that the bank account designated by him for the payment of any obligation of the Client under this Contract shall be published and accessible from the date of signing of this Contract until its expiry in accordance with Section 98 VATA, otherwise the Contractor is obliged to provide another bank account to the Client that is duly published pursuant to Section 98 VATA. In the case Contractor has been indicated by a tax administrator as an unreliable taxpayer pursuant to Section 106a VATA, Contractor undertakes to immediately, within two working days of it becoming aware of its insolvency or of issuing a decision by a tax administrator that the Contractor is an unreliable payer pursuant to Section 106a VATA, notify this to Client along with the date on which this circumstance arose.
9. If surety for unpaid VAT arises for the Client according to Section 109 VATA on received taxable performance from Contractor, or the Client justifiably assumes that such facts have occurred or could have occurred, the Client is entitled without the consent of Contractor to exercise procedure according to the special method for securing tax, i.e. the Client is entitled to pay the concerned VAT according to the invoice (tax document) issued by the given Contractor to the competent revenue authority and do so according to Sections 109 and 109a VATA.
10. By payment of the VAT into the account of the tax authority, the Contractor's receivable from Client is considered as settled in the amount of the paid VAT regardless of other provisions of the Contract. At the same time, Client shall be bound to notify the respective Contractor of such payment in writing immediately upon its execution.

VII. SHIPPING CONDITIONS

1. The transport of the Device to the Client's Production Plant I shall be provided by the Contractor under the terms of DAP Prague Incoterms® 2020 and shall be by road haulage truck and the Seller shall notify the Client in writing about the date of dispatch of the Device from the Contractor's manufacturing plant. At the same time, the Contractor shall give the

Client the licence plate number of the give vehicle as well as the names and surnames of the crew, at the latest 3 working days before delivery of the Device to the Client.

2. The shipment of the Device must be complete and must comply with deadline requirements specified in Article IV Paragraph 1 hereof. Partial deliveries are not permitted.
3. The Device must be shipped in a packaging unit sufficiently protecting the Device from damages, destruction or theft during the shipping. The pallets will be prepared for unloading with a forklift and their centre of gravity will always be marked. The packaging of the Device or the Device alone must also allow to move the Device in other position (e.g. laying on side or back) in necessary cases. The Seller is obliged to prepare a separate delivery note for each pallet dispatched with specification of its dimensions and weight.

VIII. COMMISSIONING OF THE DEVICE

1. The Contractor shall hand over the Device to the Client completely installed and fully functional. A partial handover or arrears preventing the normal use of the Device are not acceptable.
2. For the Contractor's technician who installs and starts up the delivered Device at the Client's Production Plant I, the Client shall ensure a lockable room/cabinet where the technician may store his necessary equipment and tools for performance of the subject hereof.
3. After installing and commissioning the Device and the operator training at the Client's Production Plant I, **Acceptance protocol** shall be signed, whose template is attached as **Annex No. 2**, which is an integral part of this Contract. If the Contractor has his own template of the report of the site acceptance test results, it may be attached to the Client's report of the acceptance test as an annex. By signing Acceptance protocol the Client confirms the delivery, installation and commissioning of the Device and confirms the completion of the operator training. Acceptance protocol shall be issued by the Client in two copies, which shall be signed by both Contracting Parties' representatives authorised to negotiate in factual and technical matters, and each Party shall receive 1 copy. The Acceptance protocol may be signed also by the technician of the Contractor. If any Device defects are identified which do not prevent the normal use of the Device, they shall be described in Acceptance protocol, including the period for elimination thereof by the Contractor. If both Contracting Parties do not agree any period for elimination of the defects, then it applies that the defects must be eliminated within 2 weeks from the date of Acceptance protocol issuance.
4. The Device must be installed so that its operation would comply with the applicable technical and safety standards in the EU countries, including, but not limited to, the following Czech standards:
 - a) electrical systems of the Device comply with EU Machinery and Engineering Directive 2006/42/EC - CE conformity, IEC 61140, HD 60364-1:2008, Low-voltage electrical installations,
 - b) labels with handling instructions for the Device operation shall be either in the Czech language or fitted with international symbols. Control and operational software including all displays must support the Czech language,
 - c) The Client shall ensure the initial inspection of the electric connection for installed Device, at its expense.
5. The Contractor states that the Device is not and shall not be encumbered with third-party rights as of the date that it is taken over by the Client.

IX. WARRANTY

1. The Contractor shall deliver the subject of the Contract in the quality and make as determined hereby. The Contractor is responsible for Device correct design guaranteeing the function thereof and use for the purpose for which it was manufactured and bought by the Client, 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 **12 months** from the date of signing Acceptance protocol.
3. The warranty does not cover defects occurring as a result of a natural disaster, mechanical damage by the Client 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 Contractor 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 Contractor.
4. The warranty service of the Device shall be provided by the Contractor from the Contractor's registered office or its local authorised representative. Minor repairs during the warranty period may be performed by the Client's maintenance workers who were trained by the Contractor.
5. The Client 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 Contractor in any form, including by phone (tel. + 39 027021191), in this case, however, the reported defect must be subsequently confirmed in writing, i.e. by email to the following address: info@ormag-spa.it. Notice of the defect is received by the Contractor during his working hours 8:00 a.m. to 4:00 p.m.
6. The Client must describe the reported defects, specify how they manifest, and provide the necessary documents as well (for example photographs of the defective parts or products).
7. The Contractor undertakes to respond to the Client and give its opinion regarding a reported defect as soon as possible, but no later than within 24 hours from delivery of the notice; subsequently to ensure the elimination of the identified defect within 6 working days, while we accept the sending of spare parts by courier service and the replacement of these parts by our own efforts.
8. 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 Client or third parties, the Contractor 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 Client.
9. Upon request of the Contractor's technician, the Client undertakes to ensure that the Client's employees shall render the Contractor reasonable assistance and available machinery/tools.
10. The warranty period shall be extended by the period during which defects prevented the Client from using the Device for the purpose for which the Device was ordered.
11. Should any reported defects not be eliminated by the Contractor in compliance with the provisions of Paragraph 8 or Paragraph 9 of this Article, the Client is entitled to eliminate the defects or have them eliminated, in both cases at Contractor's expense.
12. The warranty period for any parts repaired or replaced by the Contractor during the warranty period shall apply till the end of the Device warranty period, or for 12 months from the repair or replacement carried out, depending on whichever occurs later.

13. Minor repairs, as well as regular maintenance and servicing, which do not require cooperation of the Contractor, may be carried out by the Client. 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 Contractor.
14. 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 Client, incurred during the warranty period, shall be borne by the Contractor. The Contractor shall decide whether the original replaced parts should be sent back to the Contractor.
15. The Contracting Parties have agreed that carrying out the activities described in Paragraphs 4, 11 or 13 of this Article shall not affect the quality warranty given by the Contractor under this Contract, even if the activities are carried out by a third party.

X. SANCTIONS

1. In the event that Contractor is in delay with the fulfilment of the deadline pursuant to Article IV Paragraph 1 hereof, the Contractor is obliged to pay a contractual penalty in the amount EUR 100 for each started day of delay, up to the maximum of 25% of the total price (excluding VAT) stated in Article V Paragraph 1 hereof.
2. In the event of the Contractor is in delay with remedying defects pursuant to Article VIII Paragraph 3 hereof the Contractor is obliged to pay a contractual penalty in the amount of EUR 100 for each started day of delay, up to the maximum of 25% of the total price (excluding VAT) stated in Article V Paragraph 1 hereof.
3. In the event that the Device does not meet the requirements of Article VIII Paragraph 4 hereof, even after the expiration of the term stated in the previous written Client's request for remedy, the Contractor is obliged to pay a contractual penalty in the amount of EUR 100 for each case of violation of these obligations, up to the maximum of 25% of the total price (excluding VAT) stated in Article V Paragraph 1 hereof.
4. In the event that the of Contractor is in delay within any of the deadlines specified in Article IX Paragraph 7 hereof, the Contractor is obligated to pay a contractual penalty in the amount of EUR 100 for each started day of delay or part thereof, up to the maximum of 25% of the total price (excluding VAT) stated in Article V Paragraph 1 hereof.
5. In the case of violation Contractor's obligation resulting from Article XI Paragraph 10 point d) hereof or its obligation in Article XVI Paragraph 8 hereof, the Contractor is obliged to pay a contractual penalty in the amount of EUR 100 for each started day such a violation.
6. In the case of a breach of any of the obligations resulting from Article XI Paragraph 12 or 13 hereof by the Contractor, or if the statement in Article XI Paragraph 11 hereof turns out to be false, the Contractor is obliged to pay a contractual penalty to the Client in the amount of EUR 4 000 for each case of violation of these obligations.
7. In the case of violation of the obligations resulting from Article XII hereof, the Contractor is obliged to pay a contractual penalty to the Client in the amount of EUR 6 000 for each discovered case of violation of these obligations.
8. In the event of the Client's delay in paying a duly issued tax document (invoice), the Client is obliged to pay default interest of the amount due in the amount according to Government's regulation No. 351/2013 Coll., for each started day of delay.
9. The contractual penalty is due within 30 calendar days after the delivery of the bill for the contractual penalty to the Contractor. The default interest is due within 30 calendar days after the delivery of the bill for the default interest to the Byuer.

10. Payment of the contractual penalty does not release the Contractor from its duty to perform the obligations imposed on the basis of this Contract.
11. Stipulating the contractual penalty is without prejudice of the right to compensation of any incurred harm to full extent.

XI. SPECIAL PROVISIONS

1. For the entire period of validity and effectiveness of this Contract, the Contractor is obliged to maintain valid a liability insurance contract for damages caused to third parties for the minimum amount of EUR 100 000 at the request of the Client, the Contractor is obliged to submit a copy of the insurance contract (insurance certificate) proving the required insurance at any time, no later than 10 calendar days from the receipt of such a request by the Client.
2. The Device installation and operators training will typically take place from 08:00 a.m. to 4:00 p.m. on working days and in special cases also outside the specified time, or on non-working days provided the Contracting Parties so agree in advance.
3. Due to the specific conditions of production in the Client's premises, the entry and movement of the Contractor's employees must be governed by internal safety rules. The basic principle of these rules is to identify all persons entering the Client's premises with the Client'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 Client may also restrict the Contractor's activities for a short time. The Contractor's staff must be demonstrably acquainted with the basic security rules of the Client (in the form of a document "Declaration / Advice") before entering the Client's premises. In the case of longer-term activities in the Client's premises, the Contractor's staff will be issued an entry identification card stating the name and photograph of the holder and the name of the Contractor, which the holders are obliged to visibly wear during the entire activity in the building. The Contractor personnel must endure the fact that work activities can be monitored by CCTV.
4. The Contractor undertakes to submit to the Client no later than 5 working days prior to the commencement of the activities according to this Contract, a list of persons performing the activities including the designation of an employee who is the contact person for Client's security personnel (hereinafter referred to as "**the Contractor's responsible employee**"). The Contractor shall include in the list of persons the name, surname and number of the identity card or passport. The Client shall approve the list of persons within 2 working days from the date of its delivery. Otherwise, the Contractor is obliged to modify this list according to the Client's requirements. The Contractor is obliged to ensure an update of the Contractor's employee list.
5. The Client shall ensure for the proper execution of the Work by Contractor:
 - a) accessibility of all areas where the subject of this Contract will be performed;
 - b) entry of the Contractor's employees and vehicles into the Client's premises to fulfil the subject of this Contract;
 - c) instructing the Contractor's employees to observe the protective and security measures in the Client's premises during their stay in the Client's premises, in the form of signing the "Declaration / Information" for information protection, occupational health and safety, fire protection and environmental protection. The Contractor is responsible for OHS and observance of fire protection regulations when performing the subject of this Contract. All employees of the Contractor and, where applicable, subcontractors are obliged to wear designated work protective equipment when performing the subject matter of this Contract;

- d) hygienic and safe working conditions complying with EU standards;
 - e) consumption of electricity and water at the Client's expense;
6. The Contractor's employees are in particular
- a) authorized to enter only those premises in the Client's premises, which will be agreed between the representatives authorized to negotiate in factual and technical matters of both Contracting Parties; the Contractor's employees are entitled to enter the safety regime zone of the Client's premises (hereinafter referred to as “**SRZ**”) only on the basis of an entry identification card authorized to enter the SRZ and accompanied by the responsible employee of the Client;
 - 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 Client's premises; In the event that the Contractor's employees do not prove their issued identification card, they will not be allowed into the Client's premises. After completion of activities, the Contractor is obliged to return all entrance identification cards. In case of loss, damage or non-return of the entrance identification card, the Contractor 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), any emergency measures associated with the occurrence of coronavirus / referred to as SARS CoV-2 in Czech Republic and internal regulation of Client referred to SARS CoV-2;
 - f) obliged to obey the instructions of Client's security personnel.
7. The Client shall take the necessary measures to protect persons and objects at the place of performance of the subject of this Contract. The Contractor's responsible employee is obliged to report to the security staff of the Client 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 Contractor's employee, the Client may refuse to continue to participate in the performance of this Contract and refuse access to its premises.
8. The Contractor acknowledges that smoking is prohibited throughout the Client's Production Plant I, with the exception of the designated smoking areas.
9. If the Contractor delivers any kind of chemical substances and preparations together with the Device, the Contractor is obligated to provide the Client beforehand, but no later than on the delivery date of the Device, with the copies of the given safety data sheets in Czech language.
10. The Contractor is entitled to perform this Contract or part thereof through its subcontractor(s). In the case that the Contractor uses a subcontractor within the meaning of the previous sentence,
- a. the Contractor remains responsible for fulfilment the subject of this Contract as if he performed it itself,
 - b. was obliged to submit to the Client (Contracting Authority) the List of subcontractors according to the tender documentation of the tender procedure and under the conditions specified in Art. 9.2 of the 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 subcontractor, new subcontractor), the Contractor is

obliged to notify such change to the Client without undue delay, but no later than within 10 working days of such change. The Contractor is entitled to change qualifying subcontractors only if the Contractor shall demonstrate evidence of which would suggest that the new subcontractors meet the qualifications at least to the same extent as the original qualifying subcontractor.

- d. the Contractor is obliged to ensure proper and timely fulfilment of financial obligations to its subcontractors for the entire period of performance of this Contract, while full and timely fulfilment is considered full payment of invoices issued by the subcontractor for performances provided for this Contract, no later than 30 days after receipt of payment from by the Client for specific fulfilled partial contract. By signing this Contract, the Contractor declares that it complies with the obligations specified in this point d) and undertakes to comply with them for the entire duration of this Contract.

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

11. The Contractor declares that the Contractor in the sense of:

- a. Article 2, paragraph 2 of Council Regulation (EU) No. 269/2014 of 17 March 2014 on restrictive measures with regard to activities that violate or threaten the territorial integrity, sovereignty and independence of Ukraine, as amended, (hereinafter referred to as the "Regulation No. 269/2014), and
- b. Article 2, paragraph 2 of Council Regulation (EU) No. 208/2014 of March 5, 2014, on restrictive measures against certain persons, entities and authorities in view of the situation in Ukraine, as amended, (hereinafter referred to as the "Regulation No. 208/2014"), and
- c. Article 2, paragraph 2 of Council Regulation (EC) No. 765/2006 of 18 May 2006 on restrictive measures against President Lukashenko and certain representatives of Belarus, as amended, (hereinafter referred to as "Regulation No. 765/2006"),

is not a natural or legal person, entity or body or a natural or legal person, entity or body associated with them listed in Annex I of Regulation No. 269/2014, Regulation No. 208/2014 or Regulation No. 765/2006.

12. The Contractor further declares that for purposes of performance of this Contract no funds or economic resources will be made available directly or indirectly to natural or legal persons, entities or bodies listed in Annex I of Regulation No. 269/2014, Regulation No. 208/2014 or Regulation No. 765/2006 or for their benefit.

13. If, during the validity and effectiveness of this Contract, there should be non-compliance with the conditions specified in Article XI Paragraph 11 or 12 hereof, the Client undertakes to immediately once the Contractor finds out about the change of circumstances, inform Client of this fact in writing.

XII. PROTECTION OF INFORMATION

1. The Parties are not entitled to disclose to any third party the non-public information they obtained or shall obtain during mutual cooperation, and the information related to entering into this Contract and its content. This does not apply if the information is disclosed to the employees of the Party or to other individuals (subcontractors) involved in fulfilment; i.e. only for the purpose of realisation hereof) and always within the minimum scope necessary for due fulfilment hereof.

2. The Parties are liable to assure compliance with the obligations pursuant to this Article of all individuals (subcontractors) to whom the non-public information is disclosed pursuant to the previous sentence under the same terms as laid down for the Parties hereto. Violation of the confidentiality commitment by these individuals shall be deemed violation by the Party disclosing the information to them.
3. Non-public information is any information mutually provided in written, oral, visual, electronic, or other format as well as know-how which has actual or potential value and which is not commonly available in the respective business circles, and further information which is designated in writing as confidential (abbreviation "DIS") or which may be assumed to be confidential information due to the nature of the respective matter.
4. The Parties hereby undertake that if in the context of mutual cooperation they get in touch with personal data or special categories of personal data in the sense of the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on free movement of these data, and repealing Directive 95/46/EC (the General Data Protection Regulation, or GDPR) and Act No. 110/2019 Coll., on Personal Data Protection, they will take any and all necessary measures to prevent unauthorised or random access to these data, their alteration, destruction or loss, unauthorised transfer, other unauthorised processing or any other misuse.
5. In this regard, the Parties agree, in particular:
 - a) Not to disclose non-public information to any third party;
 - b) To ensure the non-public information is not disclosed to third parties;
 - c) To secure the data in any form, including their copies, which include non-public information, against third party misuse and loss.
6. The obligation to protect non-public information shall not apply to the following cases:
 - a) The respective Party proves that the given information is available to the public without this availability being caused by the same Contracting Party;
 - b) If the 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 Party obtains a written approval from the other 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) An auditor performs an audit at one of the Parties based on authorisation specified in applicable legal regulations.
7. The Parties agree, upon the request of the other 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 non-public information;
 - 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 the non-public information;

- d) Destroy materials stored in computers, text editors, or other devices containing non-public information pursuant to this Contract.

The Parties also undertake to ensure that the same shall be performed by any other individuals, to which the non-public information is disclosed by either Party.

8. The employee of the liable Party authorised to destroy the documents in the sense of the previous Paragraph shall confirm the destruction at the request of the other Party in writing.
9. In case that either of the Parties or their employees or other individuals (information processors) become aware in a credible manner or if they have a reasonable suspicion that the confidential information has been disclosed to an unauthorised party, they shall be bound to inform the other Party of such a fact without undue delay.
10. 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 Party lasts even after this Contract is terminated or expires. The confidentiality commitment shall pass onto any potential successors of the Parties.
11. The Contracting Parties are obliged to ensure the protection of information which one of the Contracting Parties designates as a trade secret within the meaning of Section 504 of the Civil Code. The Parties are obliged to secure information designated as a trade secret at least to the same extent as the non-public information defined in this Contract. Information designated by the Contracting Parties as a trade secret shall not be published in the Register of Contracts within the meaning of Article XVI Paragraph 9 hereof. If the Contractor considers any information stated in this Contract to be its trade secret within the meaning of Section 504 of the Civil Code, it shall inform the Client at the latest before the publishing the Contract in the Register of contracts.

XIII. DURATION OF THE CONTRACT

1. This Contract comes into force on the day it is signed by both Parties and takes effect on day of its publication in the Register of Contracts.
2. This Contract shall terminate
 - a) by discharge within the meaning of § 1908 et seq. of the Civil Code;
 - b) by written agreement of the Contracting Parties;
 - c) by withdrawal from this Contract in the cases given in this Contract or in the event of a substantial breach by either Party.
3. The Parties agree that they consider the following cases in particular to constitute a substantial breach hereof:
 - a) Contractor is in delay with delivery of the Device more than 2 month from the delivery term stated in the Article IV Paragraph 1 point a. hereof;
 - b) a failure to meet the Technical specification of the Device stated in the Annex No. 1 to this Contract;
 - c) the Device is supplied with defects that are not removable or defects, the removal of which would bring about excessive costs, or an unusual time required for their removal would be disproportionate to the Client's needs;

- d) Contractor's statements referred to Article VI paragraph 7 hereof prove to be false;
 - e) the Contractor violates the obligation to notify the Client of the fact stated in the last sentence of the Article VI paragraph 7 hereof;
 - f) the Device does not meet the requirements of Article VIII Paragraph 4 hereof, even after the expiration of the term stated in the previous written Client's request for remedy;
 - g) breach of obligation under Article XI Paragraph 1 hereof;
 - h) breach of obligation under Article XI Paragraph 10 point c) hereof;
 - i) breach of obligation under Article XI Paragraph 11 or 12 or 13 hereof;
 - j) breach of Article XII hereof which has not been remedied following a previous notice for correction;
 - k) Client is in delay with payment of a duly issued tax document (invoice) more than 1 month from its maturity.
4. The written notice of withdrawal from this Contract shall take effect on the day the written notice of withdrawal is delivered to the other Party. The notice of withdrawal from this Contract or must be sent by postal service provider.
5. Termination of this Contract shall not affect the provisions regarding contractual penalties, damage compensation, and such rights and obligations which, by their nature, shall persist even after this Contract is terminated.

XIV. LIBERATION REASONS

1. The Contracting Party (hereinafter also referred to as "Tortfeasor") is released from the duty to provide compensation of any incurred harm, damages or loses only from the liberation reasons in the sense of § 2913 point 2 of the Civil Code.
2. For the purposes of this Contract, "liberation reasons" means an extraordinary, unforeseeable and insurmountable obstacle created independently of Tortfeasor 's will, which temporarily or permanently prevented from fulfilling Tortfeasor 's contractual duty. An obstacle arising from the Tortfeasor's personal circumstances or arising when the Tortfeasor was in default of performing his contractual duty, or an obstacle which the Tortfeasor was contractually required to overcome shall not release him from the duty to provide compensation.
3. If it is clear that as a result of the events referred to in Paragraphs 2, the Tortfeasor will not be able to fulfil its obligations within the agreed period, then it shall without undue delay notify to the Other Contracting Party. The Contracting Parties shall, without undue delay, agree to resolve this situation and agree on the further procedure for the performance of this Contract.
4. If either party is unable to perform its contractual obligations by liberation reasons, the Contractual Parties shall discuss the case among themselves and decide on possible procedures. In the absence of such an agreement, either party has the right to withdraw from the Contract if more than three months have elapsed since the occurrence of liberation reasons preventing performance and the defective condition persists.

5. If a case of liberation reasons arises, the party claiming liberation reasons shall provide the other party with documents relating to that case.
6. The Contracting Parties take into consideration that, for the existence of the liberation reasons, does not affect the arrangements for contractual penalties, i.e. the contractual obligation to pay the contractual penalty is not affected by liberation reasons.

XV. APPLICABLE LAW AND RESOLUTION OF DISPUTES

1. This Contract is governed by the laws of the Czech Republic, especially the Civil Code and PPA.
2. The Parties undertake to exert every effort to resolve any mutual disputes resulting from this Contract. Should the Parties fail to agree on an amicable settlement of a mutual dispute, each of the Parties may seek its rights before a competent court in the Czech Republic; the jurisdiction of a foreign court is excluded. The Parties have agreed that the competent court for judgement of the disputes arising between them under this Contract is the general court according to the Client's registered seat.
3. The application of the United Nations Convention on Contracts for the International Sale of Chips of 11 April 1980, known as the Vienna Convention, is excluded by this Contract.

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 Contractor warrants to the Client that the Device is not encumbered by third party rights.
4. The Parties agree that any modifications and additions hereto may only be made in written amendments identified as such, numbered in ascending order, and agreed upon by the Parties. This provision shall not apply in the event of changes in the authorised representatives or contacts listed in the Contract and in the event according to Article XI Paragraph 6 point d) hereof; such changes are effective on the date, when the writing notice (at least an e-mail) on such change is delivered to the other Party.
5. 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.
6. If any provision hereof is or becomes invalid or ineffective, it shall have no effect whatsoever on the other provisions hereof, which shall remain valid and effective. In such a case, the 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 null (void), the Parties shall analogously assess the effect of such nullity on the remaining provisions hereof in accordance with Section 576 of the Civil Code.

7. The Contractor 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 Client in a reliable and verifiable manner learns that the Contractor has violated or violate Rights, and the Contractor despite a prior written notice of the Client continues to violate generally accepted Rights or fails to remedy, the Client has the right to withdraw from this Contract pursuant to Article XIII Paragraph 2 point c) and Article XIII Paragraph 4 hereof.
8. The Contractor further declares that, in the performance of this Contract, he will observe fair working conditions and recognize and ensure the rights of employees in accordance with labor law and occupational safety regulations in force in the country in which subject matter of this Contract is performed. By signing this Contract, the Contractor declares that it complies with the obligations specified in this Paragraph 8 and undertakes to comply with them for the entire duration of this Contract.
9. The Parties take into consideration that in accordance with Section 219 (1) (d) of the PPA, this Contract 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 Client.
10. This Contract is drawn up in two copies in English language, each having the same validity as the original itself. Each Party shall receive one copy.
11. The Parties declare they agree with the content hereof and this Contract 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.
12. The following Annexes form an integral part of this Contract:
Annex No. 1: Technical specification
Annex No. 2: Acceptance protocol (template)

In Prague, date _____

In Segrate, date _____

For the Client:

For the Contractor:

Tomáš Hebelka, MSc
Chief Executive Officer
STÁTNÍ TISKÁRNA CENIN, státní podnik

Roberto Orlandini
Managing Director
O.R.M.A.G. S.p.a.