



## **Frame Agreement for the delivery of spare parts and consumables**

for the Körber letter sorting system

Česká pošta, s.p.

Czech post number of contract: 2024/13676

Körber Supply Chain Logistics  
GmbH  
Lilienthalstr. 16/18  
78467 Constance, Germany





**Contract for**

Česká pošta, s.p.

Politických vězňů 909/4

225 99, Prague 1, Czech Republic

- hereinafter referred to as "**Česká pošta**" or "**Buyer**"

**Issued by**

Körber Supply Chain Logistics GmbH

Lilienthalstr. 16/18, 78467 Constance, Germany

- hereinafter referred to as "**Körber**" or "**Seller**"

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Körber Supply Chain Logistics GmbH; Chairman of the Supervisory Board: [REDACTED], Management Board: [REDACTED] Registered office: Lilienthalstr. 16/18, 78467 Constance, Germany; Court of registration: Amtsgericht Freiburg im Breisgau, HRB 728548; WEEE-Reg-Nr. DE74742921



Contact person for queries

Name	Contact
<div>Customer Services</div>	

Revision history

Version	Date	Remark / Change	Author
V 1.0	03.07.2024	Initial version	Körber



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## Contracting Parties

### Customer:

#### **Česká pošta, s.p.**

Registered office:	Politických vězňů 909/4, 225 99 Prague 1
Company registration number:	47114983
Taxpayer registration number:	CZ47114983
Represented by:	Mgr. Ondřej Tulej, Logistics Manager
Registered in the Commercial Register:	Municipal Court in Prague, Section A, File 7565
Bank account:	[REDACTED]

herein referred to as "**Česká pošta**" or "**buyer**".

**Supplier:**

Körber Supply Chain Logistics GmbH

Based in: Lilienthalstrasse 16/18, D-78467 Constance , Germany

ID number: HRB 728548

VAT number: DE813868425

Represented by:

Authorized to negotiate for the following agreement:

Dirk Heuer, Sales Mail Lifecycle Business

Magdalena Wittmann, Head of Finance Mail Lifecycle Business

Registered in the Commercial Register Local District Court of Freiburg im Breisgau

Bank details:

herein referred to as “**Körber**” or “**Seller**”.

This Framework Agreement on the Supply of Spare Parts and Consumables for the Körber letter sorting system (hereinafter referred to as “the Agreement”) is made by the above-mentioned Parties (each shall hereinafter individually be referred to as “a Party” and collectively as “the Parties”) in accordance with section 1746 subsection 2 of the Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as “the Civil Code”).

## Preamble

Pursuant to internal regulations, the Buyer conducted a tender for the public contract “Supply of Spare Parts and Consumables for the Körber letter sorting system” for the present Agreement (hereinafter referred to as “the Tender”). The Agreement is concluded with the Seller on the basis of the result of the Tender with one seller.



## 1 Purpose and subject-matter of the Agreement

1.1 The purpose of this Agreement is to set the conditions and legal framework for concluding partial purchase contracts between the Seller and the Buyer for the delivery of goods, based on the Buyer's orders. The goods will be used for the Körber Letter Sorting systems and are intended to serve as spare parts and consumables for the maintenance of these machines. The goods are a necessary material for the technical operation of the Körber Letter Sorting systems, which are installed at the logistics hubs:

- Praha (Prague) – 4x IRV 3000
- Brno – 2x IRV 3000, 1 x FSM 2000 upgr.
- Plzeň (Pilsen) – 1x IRV 3000, 1x FSM 991 upgr.
- Olomouc – 1x IRV 3000, 1x FSM 995 upgr.

and is a key technology for the mechanical processing of letters by the Buyer. These machines cannot be operated without deliveries of spare parts and consumables (Goods).

1.2 The subject of the Agreement is to regulate the rights and obligations of the Parties and the procedure for concluding Partial Contracts (as defined below) for the sale and purchase of spare parts and consumables for the Körber Letter Sorting systemse (hereinafter "Goods") (Material Master Record or MMR No. 079004\*).

1.3 The Buyer is entitled to start negotiations on the conclusion of a Partial Contract by requesting the Goods from the Seller. The request must contain the details set by subclause 1.6 below with the exception of the Order number and date of issue under paragraph (b), price under paragraph (e), and date of delivery (hereinafter referred to as "Request").

1.4 The Seller will send the Buyer a price offer including delivery date, information on the delivery of a new or refurbished spare part, and other essential information for the delivery of the Goods (hereinafter referred to as "the Offer"), within four (4) working days after receipt of the request according to subclause 1.3, or later if the Goods are not available at the Seller's warehouse. However, the Seller is obliged to prepare a price offer within a maximum of four (4) weeks after receipt of the request according to subclause 1.3.

1.5 The Buyer is not obliged to accept the Offer. The Buyer will accept the Offer by issuing an Order in accordance with subclause 1.6 below. The Buyer may reject the Offer by an e-mail message sent to the address of the Seller's contact person.

1.6 The details contained in the Order must include but are not limited to:

- a) Identification data of the Seller and the Buyer;
- b) Number and date of issue of the Order;
- c) Agreement number;
- d) Name of the Goods (including part number), quantity and description of the Goods (hereinafter referred to as "the Goods");
- e) Price;
- f) Date and place of delivery of the Goods; and
- g) Signature of the Buyer's authorised person (hereinafter referred to as "the Order").

1.7 The Buyer is entitled, but not obliged, to issue Orders at its discretion starting from the effective date of this Agreement. Each Order issued in this way will be considered as a proposal to



conclude a purchase contract under the conditions set out in this Agreement. The Seller is obliged to confirm the Order in writing within two (2) working days from its receipt from the Buyer.

- 1.8 If the Order does not contain the agreed minimum details, the Seller is obliged to immediately notify the Buyer of this fact. In such case, the Buyer is obliged to issue a new Order and the Seller is obliged to confirm it in writing within the period specified in subclause 1.4 above.
- 1.9 The details contained in the confirmation of the Order must include but are not limited to:
  - a) Identification data of the Seller and the Buyer;
  - b) Number of the confirmed Order;
  - c) Name and signature of the Seller's authorised person.
- 1.10 Delivery of the Order confirmation to the Buyer will constitute the conclusion of a purchase contract (hereinafter referred to as "Partial Contract"); unless otherwise stipulated in the Partial Contract, the rights and obligations of the Parties under this Agreement will fully apply to the rights and obligations of the Parties under the Partial Contract. The delivery period starts running from the moment of concluding the Partial Contract.
- 1.11 The Buyer undertakes to order the Goods at a minimum value of € 300 (three hundred EUR).
- 1.12 The number of Orders issued by the Buyer is unlimited. At the same time, the Buyer is neither obliged to place any Order nor confirm any Seller's Offer.
- 1.13 The Seller undertakes to deliver the Goods to the Buyer under the terms and conditions specified in this Agreement and in the Partial Contract in the agreed assortment, quantity, quality and time, and to transfer ownership of the Goods to the Buyer after full payment of the Price.
- 1.14 The Buyer undertakes to pay the Price pursuant to clause 2 below for the Goods delivered in accordance with this Agreement and the Partial Contract.

## 2 Price

- 2.1 The price of the Goods corresponds to the product of the unit prices of individual pieces of the Goods and the number of pieces of the Goods delivered to the Buyer under the Partial Contract (hereinafter referred to as "the Price"). The price of each individual piece of Goods will be set by the Seller in the Offer according to subclause 1.4 above.
- 2.2 The maximum price of the Goods delivered on the basis of this Agreement may not exceed € 78,000 (seventy-eight thousand EUR) without VAT.
- 2.3 The Buyer will not provide the Seller with any advance payments for the Price.
- 2.4 The price of each individual piece of Goods includes all costs of the Seller associated with the performance of this Agreement, the Partial Contract, and the delivery of the Goods to the Buyer. The price does not include VAT. The applicable VAT will be paid by the Buyer because the transaction involves the Buyer's acquisition of goods from another EU Member State from a person registered as a taxpayer in another Member State. The price of the Goods is the final, maximum acceptable price and cannot be increased without the prior written consent of the Buyer.





- 2.5 The Parties have agreed to apply the INCOTERMS 2020 CIP rule (transport and insurance paid to the agreed place of destination), which reads as follows:

*“The Seller will fulfil its obligation by delivering the Goods to the carrier at an agreed place. At the same time, the Seller must enter into a contract of carriage with the carrier and pay all costs of transporting the goods to the place of destination. However, any risks (risk of loss and damage to the Goods as well as any additional costs incurred after delivery of the Goods to the carrier) will pass from the Seller to the Buyer earlier, at the place of delivery to the first carrier. At the same time, the Seller is obliged to take out insurance to cover the Buyer’s risk of loss of or damage to the Goods while in transit. The insurance should cover 100% of the value stated in the purchase contract and has to be agreed in the contract price. The Seller should clear the Goods for export if applicable, but is not obliged to carry out any customs procedure on importation or pay import duties.”*

- 2.6 If the Goods are damaged during transport, the Seller undertakes, in favour of the Buyer, to claim from the carrier the insurance compensation under the insurance policy pursuant to subclause 2.5 above and to remit it to the Buyer without delay.

### 3 Time, place and conditions of delivery of the Goods

- 3.1 The Seller undertakes to deliver the Goods within the period specified in the Partial Contract, always on working days from 6:00 a.m. to 6:00 p.m. The places of delivery are

- Praha (Prague)
  - Delivery Address: Sazečská 7, 222 00 Prague 10, Czech Republic
  - Contact person: [REDACTED]
  - e-mail address: [REDACTED]
- Brno – 2x IRV 3000, 1 x FSM 2000 upgr.
  - Delivery Address: Heršpická 875/6a, 655 02 Brno, Czech Republic
  - Contact person: [REDACTED]
  - e-mail address: [REDACTED]
- Plzeň (Pilsen) – 1x IRV 3000, 1x FSM 991 upgr.
  - Delivery Address: Chebská 15, 302 00, Plzeň, Czech Republic
  - Contact person: [REDACTED]
  - e-mail address: [REDACTED]
- Olomouc – 1x IRV 3000, 1x FSM 995 upgr.
  - Delivery Address: Jeremenkova 104/19, 770 02 Olomouc – Hodolany, Czech Republic
  - Contact person: [REDACTED]
  - e-mail address: [REDACTED]

, if not otherwise stipulated in the Partial Contract. The delivery date and place of delivery of the Goods may be changed only with the express and prior consent of both Parties.

- 3.2 If the Goods delivered by the Seller to the Buyer on the basis of the Partial Contract is refurbished, the Seller declares that the refurbished Goods’ functions and quality correspond to those of the original Goods and that the same warranty period applies to the refurbished Goods.



If the Seller needs the Buyer's co-operation to refurbish the Goods, i.e. sending the spare part to the Seller's registered office or to another location agreed by the Parties, the Buyer will bear the costs associated therewith. If the sent spare part cannot be refurbished or if the Buyer does not send it to the Seller, the Seller is entitled to demand from the Buyer payment of the price of the new Goods if Buyer purchases such from Seller. The costs of the subsequent delivery of the refurbished Goods to the Buyer will be borne by the Seller.

- 3.3 Based on the Buyer's Order, the Seller is obliged to make all reasonable efforts to obtain the Goods requested by the Buyer and always provide the Buyer with the most advantageous solution, whether by delivering the original or refurbished Goods.
- 3.4 The Buyer acknowledges that if it orders any Goods for the Körber Letter sorting systems for which the warranty period has expired more than 10 years before the time of placing the Order, the parts may be obsolete and the Seller may not deliver them due to their non-existence or substitution by a new technical design.

## 4 Payment conditions

- 4.1 Invoices for the Goods accepted by the Buyer will always be issued by the Seller immediately after delivery of the Goods to the Buyer. The Parties consent to the possibility of sending, processing and storage of electronic invoices.
- 4.2 Invoices will be due 30 (thirty) calendar days from the date of issuance by the Seller.
- 4.3 The Price will be paid in euro by bank transfer to the Seller's bank account specified in the Agreement, based on invoices issued by the Seller.
- 4.4 Invoices issued by the Seller must contain all details required by the applicable legal regulations including but not limited to:
  - a) Agreement number;
  - b) Order number;
  - c) Description of the invoiced Goods including Material Master Record (MMR) number, unit Price and total invoiced Price.
- 4.5 Any invoice issued contrary to this Agreement may be sent by the Buyer, within the maturity period, back to the Seller for completion; this will not constitute a delay in payment of the Price. The maturity period of the invoice will again start running from the date of issue of the completed/corrected invoice.
- 4.6 The Price as well as any other financial amounts included in this Agreement are quoted without VAT.
- 4.7 The Seller will not add VAT to the Price and, pursuant to the applicable legislation, any performance provided under this Agreement will be invoiced without VAT. The applicable VAT will be paid by the Buyer.
- 4.8 Address for sending invoices. The original invoice issued by the Seller will be sent by post within 14 (fourteen) calendar days from the date of acceptance of the Goods by the Buyer to the following address of the Buyer: Česká pošta, s.p., Skenovací centrum, Poštovní 1368/20, 701 06 Ostrava 1. If the Seller introduces electronic invoices to replace invoices sent by post, the Seller will inform the Buyer of it. The Buyer will accept and acknowledge invoices issued in accordance with the provisions of the Value Added Tax Act and sent to the Buyer in electronic



form as e-mail attachments. The Buyer will receive invoices at the following e-mail address: [REDACTED] within the period mentioned above.

- 4.9 The Price shall be paid to the Seller's bank account specified in its identification data in the Agreement. Changes to bank details are only possible in the form of an amendment to the Agreement.

## 5 Delivery and receipt of Goods

- 5.1 The Seller is obliged to deliver Goods in the period of time set by the Partial Contract. The moment of delivery and receipt of Goods means the moment when the Buyer receives Goods from the first carrier.
- 5.2 The Seller is liable for any defects of the Goods at the time of its receipt by the first carrier, even if the defect becomes apparent after the receipt. The Seller is also liable for any defect that arises after the time of receipt of the Goods, if it is caused by a breach of the Seller's obligations. The Buyer's signature confirming receipt of the Goods from the carrier does not release the Seller from liability for defects of the Goods at the time of receipt by the Buyer, or for defects of the Goods found after receipt of the Goods and claimed by the Buyer during the warranty period. Subsection 5.2 above does not apply to Goods owned by the Buyer whose warranty period has expired.
- 5.3 Refusal to accept Goods. If the Goods have a defect that prevents their use for the agreed purposes, the Buyer is entitled to refuse to accept the Goods.
- 5.4 Acceptance of defective Goods. The Buyer is entitled (at its sole discretion) to accept defective Goods. In such a case, the Buyer and the Seller have to identify the defect in the complaint form and set a time limit for the Seller to rectify the defect. If the Seller does not rectify the defect within the set period of time, the Buyer is entitled to proceed in any manner specified in subsection 6.5 below.
- 5.5 Early or partial performance. The Buyer is entitled, at its discretion, to receive Goods or a part thereof at the Seller's request before the date of performance set by the Partial Contract. In the case of partial performance, the Seller is obliged to deliver the remaining part of the Goods in question within the period set by the Partial Contract.
- 5.6 Excessive delivery of Goods. If the Seller delivers a quantity of Goods larger than agreed in the Partial Contract, the Partial Contract is not concluded for the excess quantity, unless the Buyer approves the delivery of the excess quantity of the Goods in writing without undue delay.
- 5.7 Information on the delivery date of Goods. The Seller is obliged to inform the Buyer, usually at the time of sending the Goods, that it will comply with the agreed delivery date of the Goods, including information about the date of sending of the Goods and the carrier and the tracking number if the Goods are being delivered by a carrier.
- 5.8 Seller's risk of delay. The Seller is obliged to immediately inform the Buyer of any circumstances that could cause a delay in the delivery of the Goods or a part thereof.
- 5.9 Packaging. The Goods will be packed in the usual way for such type of Goods, taking into account the place of delivery of the Goods and the method of transport so as to ensure the preservation, protection and quality of the Goods and to secure the Goods against any damage.



The delivery note must appropriately indicate (i) the type of Goods, (ii) its quantity, (iii) the Order number, (iv) other agreed or usual details as well as (v) all details required by applicable law to identify the Goods.

- 5.10 Documents relating to the Goods. The Seller is obliged to hand over to the Buyer, together with the Goods and any parts thereof, all instructions (manuals) for use, warranty cards, functional specifications, documents and certificates (e.g. declaration of conformity) that relate to it and that are usual or suitable for its takeover and use, unless they have already been in the Buyer's possession.
- 5.11 If the Seller delegates the performance of this Agreement to a third party, the Seller is liable for the performance provided by the third party as if the Seller itself performed it.
- 5.12 Quality of the Goods. The Goods must have all the properties specified in subsection 6.3 above.
- 5.13 Ownership of the Goods is transferred to the Buyer upon payment of the Goods by the Buyer.
- 5.14 The risk of damage to the Goods passes to the Buyer at the moment of handing them over to the first carrier.

## 6 Quality guarantee, complaints

- 6.1. The Seller provides the Buyer with a warranty for a period of 6 (six) months from the date of receipt of the Goods by the Buyer. The warranty period does not run for any period during which the Buyer cannot use the Goods due to any defects for which the Seller is responsible. If replacement Goods are delivered, the Warranty period starts running again for another period of 6 (six) months from the date of receipt of the replacement Goods by the Buyer. The warranty period may not in any case exceed 12 (twelve) months.
- 6.2 If the sorting equipment is evidently damaged due to any incompatibility of the delivered Goods, the Buyer is entitled to demand from the Seller the payment of all evidently incurred material damage, including any incurred repair costs if the seller has expressly promised a certain compatibility. The Buyer is not entitled to demand compensation for lost profits from the Seller.
- 6.3 The Goods must be provided without any defects, whether factual or legal, in accordance with all legal regulations, technical requirements, and both binding and recommended technical and safety standards applicable to the Goods, provided that these have been communicated to the Seller in advance. All components of the Goods must be able to provide consistently standard performance in accordance with the characteristics and quality specified in this Agreement and fully meet the purpose for which the Goods are delivered. Tangible and intangible items forming part of the Goods may not be encumbered by legal defects, such as a pledge.
- 6.4 Claims of defects. The Buyer is obliged to notify the Seller of defects in writing and without any delay after their detection.
- 6.5 Defect liability claims. In the event of a defect in the Goods, the Buyer has the right to:
  - a) Withdraw from the Partial Agreement if the Seller fails to fulfil its obligation to rectify the defect within a reasonable period of time;
  - b) Demand rectification of the defect, free of charge, by repairing the Goods; or
  - c) Demand delivery of replacement Goods instead of the defective Goods.



- 6.6 The choice between the options (b) and (c) mentioned in this subsection 6.5 is at the Seller's discretion in favour of the Buyer. The Seller will make its decision on the basis of the information provided by the Buyer in the complaint form. The Seller will notify the Buyer of its decision without undue delay.
- 6.7 Defect rectification certificate. The Parties will write a certificate of rectification of the claimed defect confirming the rectification of the defect or stating the reasons for the Buyer's refusal to confirm the rectification of the defect. If the Seller does not rectify the defects of the Goods within a reasonable period of time agreed by both Parties, or if the Seller notifies the Buyer that it will not rectify the defects, the Buyer is entitled to (i) exercise its right under subsection 6.5(a) and (c), or (ii) have the defect rectified at the risk and expense of the Seller by another qualified person, and all costs incurred in rectifying the defect will be reimbursed to the Buyer by the Seller without undue delay.
- 6.8 Delivery of replacement Goods. The Seller is obliged to deliver replacement Goods instead of the defective Goods within 30 (thirty) days from the claim made by the Buyer if it is a spare part that is in stock, otherwise the delivery dates given in the Order confirmation apply. If the Seller does not deliver replacement Goods within this period or if the Seller notifies the Buyer before the expiry of this period that it will not deliver replacement Goods, the Buyer is entitled to withdraw from this Agreement.
- 6.9 Alterations of Goods. The Buyer is entitled to alter the Goods after delivery. In this case, however, all Buyer's rights to the warranty and claims arising from the Seller's liability for defects become extinguished; this does not apply to any alterations to the Goods occurring during their normal use (not by actively altering the Goods).
- 6.10 Non-existence of the Buyer's delay. If the entire Price has not been paid by the time the claim is made (i.e. the time when the Buyer's rights from liability for defects are exercised), the Buyer is not obliged to pay the Price or its unpaid part (as applicable) until the claim is resolved.
- 6.11 Force majeure. If either of the Parties is prevented from the fulfilment of its obligations under this Agreement by an obstacle that is beyond its control in the meaning of the provisions of section 2913 subsection 2 of the Civil Code, the time limits for fulfilling the obligations imposed on the Parties by this Agreement will be extended by the period of duration of the obstacle. Events of force majeure include but are not limited to, natural disasters such as earthquakes, floods, volcanic eruptions as well as fires, traffic accidents, shooting, explosions, hostage-taking, war, riots, civil wars, revolutions, terrorism, sabotage, strikes, the exclusion of strikers, sanctions and embargoes as well as other events unforeseeable at the time of signing this Agreement and not caused by the Seller. The Seller is obliged to immediately inform the Buyer about the occurrence and termination of such an obstacle and to document this obstacle to the Buyer. As soon as the obstacle ceases to exist, the Seller undertakes to make every effort to fulfil the purpose of this Agreement and undertakes to ensure the fulfilment of the obligations under this Agreement without undue delay. If an event of force majeure occurs, the Seller is not in delay. In the event of force majeure, the effects of which last longer than 120 days from the written notification of this event, both Parties may terminate the Agreement, and such termination will take effect 30 days from the date of delivery of the notice of termination. If the effects of the force majeure event continue to exist after this period, this Agreement will be terminated with regard to deliveries that will have not yet been delivered/provided. In any case, Goods that will have been delivered will be paid for by the Buyer. The Parties will enter into an adequate agreement on any additional costs arising from the force majeure event.



## 7 Insurance

- 7.1 The Seller is obliged to take out liability insurance for damage caused in connection with this Agreement and the Partial Contract either by the Seller or by a person for whom the Seller is responsible, for the entire duration of this Agreement and the Partial Contract, with an insurance amount of at least CZK 1,000,000 (one million Czech crowns).

## 8 Further provisions

- 8.1 Seller's representations. The Seller represents and warrants that:

- a) It is entitled to conclude this Agreement and fulfil its obligations arising from this Agreement;
- b) No consent, exemption, approval, declaration or permission of any third party or body is required on the part of the Seller to conclude this Agreement or to fulfil the obligations of the Seller arising from it, or they have been obtained;
- c) The conclusion of this Agreement by the Seller does not constitute (i) a breach of any obligation under applicable law in any jurisdiction by which Seller is bound, and/or (ii) a breach of any obligation under any contract to which the Seller is a party, and/or (iii) a breach of any requirement, decision or preliminary action of an administrative authority or court of law or arbitration award by which the Seller is bound;
- d) The Seller meets all the requirements for its competence (qualification) set out in the Tender documentation;
- e) The Seller is not in bankruptcy or imminent bankruptcy within the meaning of section 3 of the Insolvency Act; Neither (i) an insolvency petition nor (ii) a petition for an enforcement order or a similar petition has been filed against the Seller in the relevant jurisdiction or in accordance with previously valid Czech legal regulations, and to the best of the Seller's knowledge, no such impending petition exists;
- f) No petition has been submitted to nor has any decision been made by, the competent bodies of the Seller or any court on the liquidation of the Seller or on any of its transformations within the meaning of the Transformation Act;
- g) To the best of Seller's knowledge and information, there are not any pending or imminent judicial, administrative, arbitration or other proceedings or proceedings before any authority of any jurisdiction that could, individually or in combination with other circumstances, adversely affect the Seller's ability to meet its obligations under this Agreement;
- h) The Seller maintains in force, in all material respects, licenses, consents, permits and other authorisations required by law applicable to the execution of deliveries of Goods under this Agreement, and there is no risk that such licenses, consents, permits and authorisations will be terminated; the Goods, their production and sale to the Buyer are not in violation of any third-party right to patent, trademark or other protection of intellectual property, business or competition;
- i) The Seller is not aware, with all due professional care, of any obstacles concerning the Goods, or the place or environment of the Buyer, which would make it impossible or difficult to provide the Goods in the manner agreed under this Agreement;
- j) Is the sole owner of the Goods and is not in any way contractually or legally limited to deal with the subject-matter of performance; that its acquisition rights to the Goods are valid, effective and enforceable, and that it is entitled to transfer the title to the Goods to the Buyer without any further actions; that the Seller has not entered into any contract for the Goods that would transfer the ownership or other rights to the Goods to another person or any contract on a future contract containing an obligation to a future transfer of the Goods;





- k) The Goods are not encumbered by any pledges, options, rental or other rights of third parties, other rights in rem, or other restrictions;
- l) No third party has made a claim which could limit the Seller's right to transfer the Goods to the Buyer;
- m) The Seller is the holder of all necessary authorisations and consents for the handling of personal data in accordance with the relevant legal regulations of the Czech Republic for the protection of personal data related to those components of the Goods that contain personal data;
- n) This Agreement represents a valid and legally binding obligation of the Seller, which is enforceable against the Seller in accordance with the terms of this Agreement; and
- o) The Seller is not aware of any fact, circumstance or event that would or could result in the absolute or relative invalidity of this Agreement.

8.2 The Seller undertakes to ensure that its representations under this Agreement are true at the time of signing this Agreement.

8.3 Confidential Information. The Parties undertake to maintain the confidentiality of Confidential Information.

8.3.1 The Parties undertake not to disclose or make available Confidential Information to third parties and not to use it for themselves or for a third party. The Parties will maintain the secrecy of Confidential Information and disclose them only to those employees or subcontractors that are required to fulfil this Agreement and, for this purpose, are authorised to obtain such information to the necessary extent. The Parties agree to ensure that these persons will also consider the said information as confidential and maintain its confidentiality.

8.3.2 The obligation of non-disclosure of Confidential Information does not apply to information that:

- a) May be published without any breach hereof;
- b) Has been released from the relevant restrictions by written consent of both Parties;
- c) Is known or has been published otherwise than by a breach of duty of either Party;
- d) Has been known to the recipient before the disclosure by the Party;
- e) Is required by a court of law, public prosecutor or competent administrative authority or by the Buyer's founder by the operation of law; or
- f) Has been disclosed by the Party to a person bound by law to confidentiality (such as an attorney at law or tax advisor) for the purpose of exercising its rights.

8.3.3 The duty of confidentiality will survive the termination of this Agreement and will last until Confidential Information becomes generally known, provided that it is not due to a breach of the duty of confidentiality by a Party.

8.4 Advertising. The Seller is not entitled to publish information about its co-operation with the Buyer without the prior written consent of the Buyer, whether in the form of a communication, press release, use in advertising, presentation, sales materials, or otherwise.

## 9 Penalties

9.1 For each individual breach of the obligation concerning the protection of Confidential Information, the injured Party is entitled to demand from the Party that has breached this



obligation the payment of a contractual penalty in the amount of CZK 100,000 (one hundred thousand Czech crowns).

## 10 Duration and termination of this Agreement

- 10.1 This Agreement becomes valid on the day of its signature by both Parties and effective on the day of its publication in the register of contracts. This Agreement is concluded for a definite period of 2 (two) years from its effective date or until the maximum price according to this Agreement, set in subclause 2.2 above, is achieved, whichever occurs earlier. Performance of the subject-matter hereof between the date of validity and the date of effect hereof will be considered as performance under this Agreement and the rights and duties resulting from it will be governed by this Agreement.
- 10.2 The Buyer is entitled to withdraw from the Agreement if:
- a) The Seller is more than 30 (thirty) days late in handing over the Goods under this Agreement and a further duration of this Agreement is unacceptable for the Buyer;
  - b) The Seller is more than 40 (forty) days late in rectifying defects of the Goods under this Agreement or the Seller is repeatedly, i.e. at least twice (2 times), late in rectifying defects of the Goods and fails to rectify them within a reasonable additional period;
  - c) The Seller repeatedly, i.e. at least twice (2 times), does not confirm the Buyer's Order within the agreed term;
  - d) The Seller violates any of the representations mentioned in subsection 8.1 above; or
  - e) The Seller has been convicted of a crime. If a criminal prosecution is commenced against the Seller, the Seller agrees to inform the Buyer about it in writing without undue delay.
- 10.3. The Seller is entitled to withdraw from this Agreement only if the Buyer delays a payment to the Seller for more than 20 (twenty) days late although the Seller has notified the Buyer in advance of the breach of its obligations and set the Buyer a time limit for rectification of not less than 20 (twenty) days.
- 10.4. Any withdrawal from this Agreement must be made by a written notice delivered to the other Party. In the event of withdrawal from this Agreement, this Agreement terminates on the day of delivery of the notice of withdrawal to the other Party. The Parties agree that in the event of withdrawal from this Agreement by either Party, neither Party will be obliged to return to the other Party the Goods or any part thereof that were provided (delivered) before the withdrawal from this Agreement.
- 10.5. Agreement. The Parties may agree to terminate this Agreement. The termination agreement must be made in writing.
- 10.6. Notice. The Parties are entitled to terminate this Agreement by notice, for any reason and without giving any reason, with a period of notice of 6 (six) months. The notice must be made in writing and delivered to the other Party. The notice of termination will start running the first day of the month next to the date of delivery of the notice to the other Party.
- 10.7. Surviving provisions. The Parties agree that the provisions of this Agreement concerning liability for defects of the Goods, Quality Assurance, Confidential Information and Advertising, as well as the provisions on contractual penalties and provisions on ownership or authorisation to use the Goods contained in this Agreement, as well as the Buyer's obligation to pay existing





invoices, remain valid and effective even after the termination of this Agreement by any means specified in this Agreement or in applicable legislation.

- 10.8 The Seller has an unlimited liability for injuries to persons evidently caused by the Seller being at fault. If the Seller evidently causes any material damage being at fault, it will pay the costs of restoration up to the maximum amount of in total 150,000 (one hundred and fifty thousand EUR). All other claims for a compensation for damage, esp. liability for delay, indirect losses, loss of production, lost profits and other indirect damages are excluded.

## 11 Closing provisions

- 11.1 This Agreement is governed by Czech law, in particular the Civil Code, excluding conflict of law rules. Furthermore, the United Nations Convention on Contracts for the International Sale of Goods, as amended (Communication No. 160/1991 Coll.), and the Convention on the Limitation Period in the International Sale of Goods, as amended (Communication No. 123/1991 Coll.), or any other conventions governing contracts for the international sale of goods or the limitation period for claims arising therefrom do not apply to this Agreement.
- 11.2. In the event that this Agreement is not concluded in the presence of both Parties, this Agreement is not concluded if it is signed by the Seller with any change or derogation, albeit minor, or an addition. The same applies also if the Seller attaches its Business Terms and Conditions whose content contradicts in any way the text of this Agreement.
- 11.3. The Parties acknowledge that this Agreement will be published in the register of contracts under the Act No. 340/2015 Coll., on special conditions of effect of certain contracts, their publication and on the register of contracts, as amended. The Parties agree that the Buyer will arrange for the sending of this Agreement to the administrator of the register of contracts. Before sending this Agreement to the administrator of the register of contracts, the Buyer is entitled to obliterate any information in this Agreement which is not subject to the duty to publish under the Register of Contracts Act.
- 11.4. The Parties undertake to take every measure so that neither they nor any of their employees or representatives commit any form of corrupt conduct, especially conduct that could be perceived as receiving or giving bribes or indirect bribery or another crime connected with corruption according to the Act No. 40/2009 Coll., the Criminal Code, as amended.
- 11.5. The Parties undertake not to give, offer or promise a bribe to or for another person in connection with the procurement of things in the public interest or in connection with business activities of their own or another person. The Parties also undertake not to accept a bribe or a promise of a bribe for themselves or for another person in connection with the procurement of things in the public interest or in connection with business activities of their own or another person. In this context, a bribe means an undue advantage consisting of an immediate financial enrichment or another benefit that is received or is to be received by the bribed person or, with this person's consent, by another person without any entitlement.
- 11.6. The Parties will not tolerate any form of corruption or bribery even in their business partners.
- 11.7. The Buyer expects the Seller to read and observe the "Code of Conduct for Czech Post's Contractors" valid as of the effective date of this Agreement, which is available on the Buyer's website at <https://www.ceskaposta.cz/o-ceske-poste/profil/compliance-v-cp>.



- 11.8. If any provision of this Agreement becomes or is found to be invalid, unenforceable or ineffective, such invalidity, unenforceability or ineffectiveness will not affect the other provisions of this Agreement. The Parties undertake to replace the invalid, unenforceable or ineffective provision with a valid, enforceable and effective provision with the same or similar commercial and legal meaning, or to enter into a new agreement within 15 (fifteen) working days after receipt of the notice served by either Party.
- 11.9. Notices. Any notice, request or other communication to be made or served to a Party under this Agreement will be made or served in writing. Unless otherwise provided in this Agreement, the notice, request or other communication will be deemed to have been duly made or served to the other Party if it is delivered in person, by registered mail, courier service, fax or e-mail to the first above mentioned address of the relevant Party or to such other address as the relevant Party may specify in a notice sent to the other Party.
- Any notice under this Agreement will be deemed to have been delivered:
- On the day the notice is physically delivered, if the notice is sent by courier or delivered in person; or
  - On the day of confirmation of delivery in the certificate of receipt, if the notice is sent by registered mail; or
  - On the day of transmission followed by acknowledgement of complete delivery, if the notice is sent by fax; or
  - On the day it is available for retrieval on the recipient's mail server, if the notice is sent by e-mail; or
  - If delivery by the any of the above method is not possible for any reason, on the day when the notice is sent by registered mail to the address first above mentioned or to the registered office of the relevant Party (if different) but is not received for any reason even within fifteen (15) working days of its depositing at the relevant post office.
- 11.10 The addresses and contact telecommunication details as well as names of contact persons in this Agreement may be changed unilaterally by a written notice delivered by the relevant Party to the other Party; such change becomes effective upon delivery of such notice to the other Party.
- 11.11. The Parties expressly confirm that they have informed each other of all the circumstances relevant to the conclusion of this Agreement. The Parties declare that they have agreed on all the required aspects of this Agreement.
- 11.12. The Parties confirm that when concluding this Agreement they have informed each of all factual and legal circumstances which they should or must have known so that each Party can be sure about the possibility of concluding this Agreement as a valid instrument, and that the intention of each Party to conclude this Agreement has been clear to the other Party.
- 11.13. This Agreement is made in 2 (two) counterparts with the force of an original, each Party shall obtain 1 (one) counterpart.
- 11.14. The contact details of the Parties for delivery of notices are as follows:

████████████████████

████████████████████

██

Seller's contact person:





*The Parties declare that they consent to the content of this Agreement, understand it and agree to perform it, and they represent that this Agreement has been made as their free and serious act and deed, under no duress, in particular in no financial distress. IN WITNESS WHEREOF they attach their signatures.*

Prague on: \_\_\_\_\_

Konstanz on: \_\_\_\_\_

\_\_\_\_\_  
Mgr. Ondřej Tulej\_\_\_\_\_  
Dirk Heuer\_\_\_\_\_  
Magdalena Wittmanmanažer útvaru logistika  
**Česká pošta, s.p.**Director Sales                      Head of Finance  
Mail Lifecycle Business**Körber Supply Chain Logistics GmbH**