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## AMENDMENT NO. 1 TO THE CONTRACT FOR SUPPLY AND SERVICE OF PASSPORT PRODUCTION LINE

registered by the Client under No. 005/OS/2024  
registered by the Contractor under No. QSENM-230125001

(hereinafter referred to as the **"this Amendment"**)

by and between:

**Státní tiskárna cenin, s. p.**

with its registered office at Růžová 943/6, Nové Město, 110 00 Praha 1, 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:	<b>Tomáš Hebelka, MSc</b> , 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"** or **"Contracting Authority"**)

and

**BW Papersystems Stuttgart GmbH**

with its registered office at Schlosserstrasse 15, 72622 Nürtingen, Germany  
entered in the Commercial Register administered by District Court of Stuttgart, Germany

Business ID:	HRB 749219
Tax Identification No.:	VAT ID No. DE 294947358, Tax Number 74073/00201
Represented by:	<b>Alexander Jegl</b> , Deputy Managing Director and <b>XXX, XXX</b>

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"**)

### I.

1. The Contracting Parties concluded the above-mentioned Contract about supply and service of passport production line on 2<sup>nd</sup> December 2024 (hereinafter referred to as the

„**Contract**“). The subject of the contract is, among other things, the supply of 1 (one) piece of a device for Manufacturing of Passports booklets according to ICAO standard 9303 (hereinafter referred to as the „**Device**“).

2. Taking into account the fact that the Client is unable to ensure the construction readiness of the installation site and transport way within the delivery date announced by the Contractor, the Contracting Parties have agreed in accordance with the provision of Article XVIII, paragraph 4 of the Contract on the following changes to the Contract in accordance with the provisions of Sec. 222 of Act No. 134/2016 Sb., on public procurement, as amended:

- a) The current wording of Article IV, paragraphs 4 of the Contract is replaced by the following new wording:

*In the event that, even after 14 days from the successful evaluation of the acceptance tests (FAT), the Client does not send the Invitation in accordance with the previous paragraph of this Article due to a delay in ensuring the construction preparation of the transport ways and installation site, subsequent date of site acceptance tests (SAT) in the Time Schedule will be moved forward by the delay period. The Time schedule respectively Annex No. 3 hereof will be updated by the Client without the need to conclude an amendment to this Contract. If the Client will not send the Invitation in accordance with the previous paragraph of this Article no later than one calendar month before the end of the calendar year in which the acceptance tests (FAT) is successfully evaluated, the Contractor is entitled to deliver the Device to the place of performance without having to wait for the Client's Invitation.*

- b) The partial deadline for delivery of the Device according to line #5 of Annex no. 3 of the Contract (Time schedule) is set with the new restriction for delivery of the Device in compliance with the wording of the last sentence of Article IV, paragraphs 4 of the Contract according to this Amendment, i.e. *no later than before the end of the calendar year in which the acceptance tests (FAT) is successfully evaluated*. For the avoidance of doubt, the Contracting Parties state that other deadlines for supply of the Device remain unchanged.

- c) The current wording of Article IX, paragraphs 8 of the Contract is replaced by the following new wording:

*The ownership title to the Device passes on to the Client at the moment of signing of Protocol of the acceptance tests (FAT). By transferring ownership title, the Client acquires the right to dispose of the Device, including the right to sell the Device to any third party at the end of its service life or after the Device is removed from the production process by the Client. The responsibility for damages to the Device passes on to the Client at the moment of signing of Protocol No. 1.*

- d) After the transfer of the ownership title to the Device in accordance with Article IX, paragraph 8 thereof as amended by this Amendment the Contractor will act as a depositary of the Device for the Client according to the following conditions:

- i. The Device will be stored securely to prevent unauthorized access to the Device (under lock and key);
- ii. Safekeeping will be provided by the Contractor free of charge and without any claim for remuneration of any costs incurred during Device deposit.
- iii. The depositary relationship ends when the Device is handed over to the carrier, which will deliver the Device to the Client.
- iv. Until the transfer of risk, i.e. responsibility for damages as stipulated in the Contract, the Contractor will provide insurance coverage for the Device under its own insurance policies at its own expense.

## II.

1. The other provisions of the Contract shall remain unchanged. This agreement of the Contracting Parties shall have no effect on the contractual provision regarding the beginning of the warranty period, prices or payment condition agreed upon in the Contract.
2. This Amendment becomes valid on the day it is signed by both Contracting Parties and takes effect once it is published in the Register of Contracts.
3. The Contracting Parties take into consideration that this Amendment shall be published in the Register of Contracts pursuant to Act No. 340/2015 Coll., laying down special conditions for the effectiveness of certain contracts, the disclosure of these contracts and the register of contracts (the Register of Contracts Act), as amended. The publication shall be arranged by the Client.
4. This Amendment is drawn up in English in two counterparts, out of which the Contractor shall obtain one counterpart, and the Client shall obtain one counterpart.
5. The Contracting Parties declare they agree with the content hereof and this Amendment is prepared in a certain and intelligible manner, on the basis of true, free and serious will of the Contracting Parties, without any duress on either Contracting Party. In witness whereof they append their signatures below.

In Prague, date \_\_\_\_\_

In Nürtingen, date \_\_\_\_\_

For the Client:

For the Contractor:

\_\_\_\_\_  
**Tomáš Hebelka, MSc**  
Chief Executive Officer  
Státní tiskárna cenin, s. p.

\_\_\_\_\_  
**Alexander Jegl**  
Deputy Managing Director  
BW Papersystems Stuttgart GmbH

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**XXX**  
**XXX**  
**XXX**