

AMENDMENT No. 2
**TO THE FRAMEWORK CONTRACT FOR THE DELIVERY OF SELF-
ADHESIVE PAPER FOR EU VISAS**

registered under the Buyer's Ref 152/2017
(hereinafter referred to as the "this Amendment No. 2")

I.

ARJO WIGGINS FINE PAPERS LIMITED

with its registered office 70 Great Bridgewater Street, Eversheds House, M1 5ES – Manchester, United Kingdom of Great Britain and Northern Ireland
enrolled in the Commercial Register maintained by Chamber of Commerce of Nanterre, 451 131 759 RCS Nanterre

represented by: **Jonathan Mitchell**, Director
Reg. No.: 00961440
VAT No.: FR8910649073
Bank details: XXX
Account No.: XXX
IBAN: XXX
SWIFT: XXX

(hereinafter referred to as the "**Seller**")

and

STÁTNÍ TISKÁRNA CENIN, státní podnik

with its registered office at Růžová 943/6, 110 00 Prague 1, Czech Republic
enrolled in the Commercial Register maintained by the Municipal Court in Prague, Section A LX, Entry 296, File Ref. ALX 296

represented by: **Tomáš Hebelka, MSc**, CEO
Reg. No.: 00001279
VAT No.: CZ00001279
Bank details: UniCredit Bank Czech Republic and Slovakia, a.s.
Account No.: 200210010/2700
IBAN: CZ44 2700 0000 0002 0021 0010
SWIFT (BIC): BACX CZPP

(hereinafter referred to as the "**Buyer**")

(both parties hereinafter collectively referred to as the "**Contracting Parties**")

II.

1. In accordance with the Article XIV. (3) of the Framework Contract for the delivery of self-adhesive paper for EU Visas (No. 152/2017) concluded on 11. 12. 2017, amended on

24. 4. 2018 by the amendment no. 1 (hereinafter referred to as the “**Framework Contract**”) the Contracting parties have agreed upon the following changes to the Framework Contract:

a) Article II. (3) of the Framework Contract is replaced by the following:

*“3. The technical specifications of the Goods are determined in compliance with European Commission Decision C (2010) 0319 on Use of New Security Elements (sample 2010 (hereinafter referred to as this “**Decision C (2010) 0319**”) or in compliance with s Commission Implementing Decision C (2018) 674 of 12. 2. 2018 (hereinafter referred to as this “**Decision C (2018) 674**”) and further in compliance with Regulation (EU) 2017/1370 of the European Parliament and of the Council. A part of the technical specification of the Goods containing classified information is filed and registered with the Buyer under Ref. XXX (in compliance with Act No. 412/2005 Coll., on the Protection of Classified Information and Security Capacity, as amended) at the “RESTRICTED” level and is an integral part of this Framework Contract.”*

b) Article II. (5) of the Framework Contract is replaced by the following:

„5. An order shall as a minimum requirement minimum contain the following essentials:

- a) identification data of the Seller and the Buyer,*
- b) definition of the products and detailed product specifications, including the quantity of the Goods to be delivered, and including indication whether the Goods shall be provided in compliance with the Decision C (2010) 0319, or in compliance with Decision C (2018) 674, as a part of technical specification of the Goods,*
- c) other requirements for the Goods,*
- d) detailed delivery conditions, especially the delivery term and place of delivery,*
- e) designation of the person placing the order, authorised to act on behalf of the Buyer.“*

c) Article VII. (1) of the Framework Contract is replaced by the following:

„1. The Seller undertakes to properly deliver the Goods, and especially to comply with the technical specification stated in the order, thus either in compliance with the Decision C (2010) 0319, or Decision C (2018) 674, and further with Regulation (EU) 2017/1370 of the European Parliament and of the Council and further technical specification - Non-Public Part under Ref. XXX, and shall also be liable for the quantity and date of delivery of the Goods stipulated in specific orders in accordance with Article II (5) of this Framework Contract.”

d) Article VII. (3) and (4) of the Framework Contract is replaced by the following:

„3. By granting the quality warranty, the Seller accepts the commitment that the delivered Goods will keep the contracted or customary properties and comply with the

technical specification stated in the order, thus either in compliance with the Decision C (2010) 0319, or Decision C (2018) 674, and further with Regulation (EU) 2017/1370 of the European Parliament and further technical specification - Non-Public Part under Ref. XXX. With regard to hidden defects which are not detectable during receiving inspection the Buyer may claim defects in the delivered Goods at any time during the warranty term.”

„4. A defect means any condition where the quality, quantity or design of the supplied Goods does not comply with the conditions stipulated in the specifications of the required Goods according to this Framework Contract and the technical specifications stated in the order, thus either in compliance with the Decision C (2010) 0319, or Decision C (2018) 674, and further with Regulation (EU) 2017/1370 of the European Parliament and technical specification - Non-Public Part under Ref. XXX.”

2. The other provisions of the Framework Contract and the Annexes to the Framework Contract are not changed.

III.

1. This Amendment No. 2 is drawn up in the English and Czech languages, always in two copies with the validity of the original, each of the Contracting Parties will receive one copy of both language versions. In case of solving disputes and in case of conflict between both language versions, the Czech one will be of higher validity.
2. The Seller take note that this Amendment No. 2 could be, in accordance with Act No. 340/2015 Coll., on Special Conditions of Efficiency of some Contracts, Disclosure of such Contracts and the Contracts Register (the Contracts Register Act), after its signing, disclosed in the Contracts Register. The disclosure and related operations shall be ensured by the Buyer.
3. This Amendment No. 2 comes into validity on the day of signature by both Contracting Parties and into effect after disclosing in the Contracts Register.

In Manchester _____ 2018

In Prague _____ 2018

On behalf of the Seller:

On behalf of the Buyer:

ARJO WIGGINS FINE PAPERS LIMITED

Jonathan Mitchell

Director

STÁTNÍ TISKÁRNA CENIN, státní podnik

Tomáš Hebelka, MSc

CEO