

Česká mincovna, a.s.

GENERAL PURCHASING TERMS AND CONDITIONS

(valid from 23 February 2024)

I. SCOPE

1. These General Purchasing Terms and Conditions (hereinafter the "TaC") apply to purchases of materials, goods, products, parts, software and related services (hereinafter the "Goods") offered and supplied by a supplier (hereinafter the "Seller"). They apply to all requests from Česká mincovna, a.s., (hereinafter the "Buyer" or "Czech Mint") for the submission of price quotations or other offers as well as to offers made by the Seller and form an integral part of an order (hereinafter the "Order") submitted to the Buyer by the Seller. No terms and conditions contained in a confirmation of the Order, previous offers or other documents issued by the Seller are binding on the Buyer, even if they have not been expressly rejected.
2. The Seller and the Buyer hereby exclude for their contractual relations to which these TaC apply the application of Section 1740(3) of Act No. 89/2012 Coll., the Civil Code, as amended, (hereinafter the "Civil Code"), which stipulates that a contract is concluded even if there is no complete agreement on the expression of contracting parties' will.
3. In the event that any specific provisions of the TaC cannot be applied for any reason, all other terms and conditions remain unaffected.
4. Special provisions of the Order, specific terms and conditions agreed in writing with the Seller and any documents incorporated into them which may be in conflict with the TaC will prevail over the applicable provisions of the TaC.

II. ORDER - PRICES - PRICE CALCULATION - PAYMENT TERMS AND CONDITIONS - INVOICING

1. Offers and price quotations of the Seller are binding for 60 days after the date of their delivery to the Buyer, unless otherwise agreed.
2. Deliveries of Goods are managed by the Czech Mint by written Orders or call-off orders, on which the name of the Goods, the quantity ordered, the price and the delivery date are indicated. The agreed quantity, price and dates confirmed by the Seller are binding.
3. If, for a serious reason, the Seller cannot meet the agreed quantity, price or dates, it must notify the Czech Mint of such fact in writing, no later than 2 business days after receipt of the Order. Upon expiry of such period, the Order sent is deemed to have been accepted by the Seller.
4. The Czech Mint is not liable for Goods (including parts or raw materials used to produce Goods) that were not ordered by the Czech Mint in writing and in accordance with this Article II of the TaC.
5. The Seller delivers the Goods in accordance with the Technical Specifications and the terms and conditions of the Purchase Order or Purchase Contract.
6. The Czech Mint reserves the right to amend the Technical Specifications of the Goods. Any change to the price or other conditions resulting therefrom will be agreed in writing prior to the start of delivery by the Seller.
7. All prices indicated in the Order are set as fixed and cannot be changed without the Buyer's consent. They include all costs incurred by the Seller in the execution of the Order,

- including the delivery of Goods to the final location determined by the Buyer, including packaging.
8. Duly issued invoices are payable within 45 days of the date of delivery of an invoice to the Buyer. However, the Buyer is entitled to withhold payment if the Seller fails to meet the requirements specified and accepted in the Order placed by the Buyer. In such case, the Seller is not entitled to payment, interest on late payment (or any part of the price), penalty or other compensation. Invoices issued by the Seller are delivered electronically to the address fakturace@mint.cz
 9. In the event of a conflict between these TaC and a Purchase Contract, the Purchase Contract will prevail, unless otherwise expressly agreed in a separate document.
No terms and conditions submitted by the Seller are valid, unless approved in writing by the Czech Mint.

III. QUALITY - SAFETY - SUSTAINABLE DEVELOPMENT

1. The Seller declares that before submitting an offer or price quotation it obtained all information concerning the Buyer's requirements and the anticipated use of the Goods (service) so that it could provide the Buyer with all necessary advice and information about the proposed Goods (service). The Seller warrants the quality of the Goods or service. It undertakes to comply with the general principles of protection and improvement of safety, health and the environment in connection with the delivery of the Goods (provision of the service).
2. The Seller informs the Buyer of all relevant information about safety or environmental protection related to the Goods and/or their processing, handling or use. In the event that the Seller breaches its safety, health or environmental protection duties, the Buyer has the right to withdraw from the Order, with the Seller bearing all costs and liability arising therefrom. The Seller undertakes to provide the necessary certifications, declarations of conformity, safety data sheets, for the Goods (service) delivered, as requested by the Buyer.

IV. DELIVERY - TRANSFER OF TITLE - PACKAGING - TRANSPORT

1. Unless agreed otherwise, all Goods (services) are sold in accordance with Incoterms DDP, with unloading at the location designated by the Buyer.
2. Before delivery: The Seller checks the Goods to ensure they correspond to the specifications indicated on the accepted Order, the quality, weight and physical dimensions requirements and that the Goods and the packaging are not damaged. The Goods must be packaged so that they are not damaged during transport or handling. All items must be properly marked in accordance with:
 - (i) the applicable rules, in particular in case of hazardous Goods;
 - (i) the Buyer's instructions;and the markings must indicate, at least, the number of the Buyer's Order, the Seller's identification details, the item numbers, place of delivery, description, weight and quantity of items, and there will also be all markings required for proper delivery and installation. If the Buyer so requests, the Seller will take back all packaging materials after delivery is made. The Seller selects packaging materials and methods in order to minimise costs and meet the following objectives: ensuring protection, safety, recyclability, energy saving and disposal.
3. Transport: The Seller ensures the transport of the Goods to the destination, so as to prevent damage to the Goods and difficulties unloading them at the place of delivery.
4. The delivery times set out in the Order are a necessary requisite of these terms and conditions. If the Order is not delivered by the deadline and in the quality required, the Buyer is entitled to cancel the Order or to claim damages from the Seller. The Seller is obliged to promptly inform the Buyer in writing of all delays and also provide all information about the reason and/or extent of a delay, as well as any efforts the Seller intends to make to avoid a delay or to expedite delivery. In case of a delay making delivery,

without prejudice to other remedies that it has, the Buyer is entitled to a contractual penalty corresponding to 1% of the value of the contracted Goods for each day of delay, up to a maximum of 10% of the value of the contracted Goods. This contractual penalty does not affect the Buyer's rights to damages.

5. Title to the Goods passes unconditionally to the Buyer upon delivery. Unless otherwise expressly agreed, the Seller is not entitled to retain title to the Goods after payment is made in full. However, liability for the risk of asset detriment (damage) to the Goods remains with the Seller until it delivers the Goods to the Buyer in the proper manner.

V. TECHNICAL DOCUMENTS - OPERATING AND SERVICE MANUAL

1. The Seller will deliver to the Buyer at such times as the parties may agree, but no later than upon delivery of the Goods, all technical documents relating to the Goods, such as operating and service manuals, training handbooks, drawings, technical record sheets, product safety data sheets, plant inspection certificates, declarations of conformity and other documents. Unless otherwise specified in the Order, a delivery of software or Goods containing software must include all related source code and product code designations due to maintenance and/or adaptability. Such technical documentation or any special tools related to Orders will remain the Buyer's property and will be deemed an integral part of the Goods within the meaning of these TaC.

VI. WARRANTY - LIABILITY

1. The Seller is responsible for the Goods meeting all agreed specifications and requirements, for them corresponding to the current state of technology and development and for them being fit for the purpose intended by the Buyer, for them not having design defects or defects in materials or workmanship, for them satisfactorily meeting the requirements for performance anticipated by the Buyer and also all requirements of legal regulations and standards, in particular those concerning environmental protection and safety. The Seller is liable for the technical specifications in the Order being sufficient to enable it to meet the Buyer's specific needs and recognises that it has thoroughly studied the specifications.
2. A warranty for quality is agreed for a period of 2 years from the delivery of the Goods or services to the Buyer in the proper manner, unless otherwise agreed in writing.
3. If it is ascertained that any Goods have defects, the Buyer has the right to choose under liability for defects and based on written notice delivered to the Seller it can:
 - (a) withdraw from the Order (contract) within the meaning of Article XI (Termination of Contractual Relationship);
 - (b) accept the Goods with a corresponding discount on the price;
 - (c) reject defective Goods and request delivery of replacement Goods or necessary repairs by the Seller.

The Seller also undertakes to comment on notified defective performance (a complaint) in writing within no more than two business days of receipt of such notification of defective performance (complaint).

In the event of withdrawal from the contractual relationship, the Goods are returned to the Seller at its risk and expense, or the Buyer is entitled to store the defective Goods in its warehouses and invite the Seller to remove them without undue delay. After a period of 15 days from the delivery of the notification of storage of defective Goods and a call for removal, the Buyer is entitled to payment of a storage fee totalling CZK 55/day/sqm. = EUR 2,20/day/sqm.

In the event the Buyer decides it requires a delivery of defective Goods be replaced by a delivery of defect-free Goods, the Seller undertakes to comply with this request without undue delay.

In the event of a breach of the Seller's obligation under a contract concluded/Order accepted due to defective performance that results in downtime for a production press or the arising of extra costs for dealing with a complaint, handling and acceptance, the Seller undertakes to pay the following contractual penalties:

- Dealing with a complaint CZK 1,000/EUR 40
- Downtime for a production press (production line)..... CZK 10,000/hour. = EUR 400/hour
- Costs of handling (handling equipment, packaging material, staff) CZK 1,200/hour = EUR 48/hour.
- Costs of acceptance (additional inspection)..... CZK 1,200/hour = EUR 48/hour

4. Regardless of the contractual penalties paid, the Seller is also liable for all damages, including lost profit and non-pecuniary damages, suffered by the Buyer as a consequence of delays with delivery, defects in Goods or other deficiencies in the Seller's performance.
5. Equipment failures, shortages of materials or other reasons that the Buyer cannot influence in any way that prevent it from using the Goods ordered or, as a consequence of this, reduce demand for Goods on its part, are grounds on which the Buyer has the right, at its sole discretion, to either suspend or cancel the delivery of Goods ordered or to withdraw from the Order, in whole or in part, in writing, without incurring any duty or liability.

VII. INTELLECTUAL PROPERTY RIGHTS

The Seller is obliged to ensure that neither the Goods nor their sale under the Order infringe or breach any trademarks, patents, copyrights or other third-party rights.

VIII. DUTY OF CONFIDENTIALITY - ASSET RIGHTS

1. All written or oral information supplied by the Buyer to the Seller concerning the Buyer's know-how, specifications, procedures and needs and all technical information, documents and data are regarded as confidential and will be handled as such and not provided to third parties without the Buyer's prior written consent, for a period of at least 10 years after the date on which they are provided to the Seller. This information will be used solely for the purpose of fulfilling the Order or preparing offers or price quotations.
2. Ownership rights and copyrights to designs, drawings, samples and other documents provided to the Seller belong to the Buyer and their copying or provision to a third party without the Buyer's prior written consent is not permitted.

IX. FORCE MAJEURE

1. A contracting party affected by an event that it cannot in any way influence or that it could not have reasonably foreseen or avoided, including (but not limited to) acts of terrorism, disturbances, epidemics, floods, earthquakes or similar natural disasters, (hereinafter "Force Majeure") will promptly notify the other contracting party in writing of such event and provide it with all relevant information and documents relating thereto, in particular the period by which such event may delay the Order's performance. Strikes affecting the Seller, public transportation, or events of any type (including those defined as Force

Majeure events in accordance with these terms and conditions) affecting one of the Seller's subcontractors or suppliers are not considered Force Majeure events that would excuse non-performance of the Order.

2. In the event of a Force Majeure Event that affects the Seller, the Buyer has the right, at its sole discretion, to:
 - (a) agree with the Seller on the extension of the delivery time;
 - (b) withdraw from the Order or any part thereof without incurring any duty or liability and request a refund of any amounts already paid.

X. TERMINATION OF CONTRACTUAL RELATIONSHIP

In the event the Seller fails to comply with any of the terms and conditions of the Order, the Buyer is entitled to withdraw from the Order in whole or in part through written withdrawal delivered to the Seller, regardless of other rights that it has and without incurring any duty or liability, and require the Seller to return all money paid to it for the Order, to compensate it for the extra costs incurred in securing replacement Goods from another supplier and to compensate it for any loss or detriment suffered by it as a consequence of a breach of obligation by the Seller.

XI. INSURANCE

The Seller is obliged to take out and maintain in force all insurance policies that cover its liability under these TaC. The Seller agrees to provide the Buyer with a document confirming the existence of insurance as required by the Buyer for insurance coverage and to comply with all the Buyer's requirements, including third party liability insurance and liability to the Buyer.

XII. SUB-CONTRACTING

If the Seller is entitled to subcontract any or all of its duties to third parties, the Seller bears the full costs relating to the sub-contracting and liability arising from it. The Seller is obliged to inform all subcontractors of the provisions of these TaC, as well as the provisions of the relevant Order, and provide them with all information on the Buyer's requirements, in particular on the relevant safety rules, where the Buyer reserves the right to reject a subcontractor that does not meet these conditions.

XIII. ASSIGNMENT

The Seller is not entitled to assign the Order, the rights arising from the Order or any receivables, from the Buyer to a third party without the Buyer's prior written consent.

XIV. COURT JURISDICTION - APPLICABLE LAW

The applicable law is Czech civil law. Any disputes arising in connection with the Order will be submitted to the competent courts in accordance with the place of the Buyer's registration entered in the Commercial Register. However, the Buyer is also entitled to submit a dispute to which the Seller is a party to the competent courts in accordance with the place of the Seller's registration or the competent courts in accordance with the place of delivery of the Goods.

XV. FRAUD AND BRIBERY

The Seller warrants and undertakes that, in connection with this Order or any other contract concluded with the Buyer, it has not handed over and will not hand over any gift or commission, it has not undertaken and will not undertake to pay any commission to any of Buyer's employees, authorised representatives, collaborators or agents. If the Seller or anyone acting on its behalf breaches the aforementioned provisions, the Buyer has the right to cancel the Order and request damages from the Seller.

XVI. OTHER PROVISIONS

By confirming the Order, inquiry or contract, the Seller confirms that it has familiarised itself with these General Purchasing Terms and Conditions of the Czech Mint.

The General Purchasing Terms and Conditions are published on the website <https://ceskamincovna.cz/en/purchase-conditions-for-suppliers-2670/>