

**GENERAL TERMS AND CONDITIONS OF BUSINESS (GTC)** of Státní tiskárna cenin, s. p.

(hereinafter "STC" or the "Seller")

**Article 1 Introductory provisions**

1. These General Terms and Conditions of Business (hereinafter the "GTC") form an integral part of each order or other contract concluded between STC (the seller) and the buyer (hereinafter the "order/contract"), provided that the order/contract expressly refers to the GTC. The GTC are valid and effective in the wording published on STC's website at <https://stc.cz/en/about-us/general-business-terms/business/>, in the version as in effect on the date of conclusion of the order/contract.

2. By signing the order/contract, the Buyer confirms that it had the opportunity to familiarize itself with the current wording of the GTC, that it understood their content and agrees to their use.

3. The GTC shall apply to the rights and obligations of the parties arising out of the Contract unless mandatory provisions of Act No. 89/2012 Sb., the Civil Code, as amended (hereinafter the "Civil Code"), exclude their application, or unless the parties expressly agree otherwise in writing.

4. Any additional or deviating agreements shall be binding upon the parties only if: (a) agreed in writing and signed by duly authorized representatives of both parties; or (b) concluded in electronic form and signed with qualified electronic signatures by duly authorized persons pursuant to Act No. 297/2016 Sb., on trust services for electronic transactions, as amended. Oral arrangements shall bind the parties only if subsequently confirmed in writing.

**Article 2 Performance conditions and the Buyer's cooperation**

1. The Buyer shall provide STC with the necessary cooperation, in particular as regards technical requirements and/or specification of the goods, including delivery of the necessary production materials, approval of proofs, etc.

2. Where production materials are provided by the Buyer, the Buyer warrants to the Seller that none of the supplied materials infringes or unlawfully interferes with any rights of third parties, in particular copyright, trademark rights, patent rights and other intellectual property rights associated with the supplied materials, and that the materials have not been provided without the knowledge and consent of such entities or authors. The Buyer acknowledges that it is obliged to compensate the Seller for any and all loss and damage incurred as a result of a breach of this warranty.

3. The Buyer acknowledges that, if the Seller, at the Buyer's request, creates a new graphic appearance of the goods as part of the performance (a graphic design), such graphic design, as well as all intermediate outputs used in its creation, constitutes a copyright work of the Seller within the meaning of Act No. 121/2000 Sb., the Copyright Act, as amended, in force and effect at the time the work is created. The Buyer is only entitled to use the graphic design used in the manufacture of the goods as part of the delivered goods and is not entitled to use the graphic design without STC's consent; in particular, the Buyer has no right to transfer copyright or other rights in the work to any third party without STC's prior written consent, unless the parties agree otherwise in writing.

4. Production materials supplied by the Buyer remain the property of the Buyer and are lent to STC free of charge.

5. The Seller archives production materials for printing the goods for a period of 2 years from the registration of the order in STC, i.e., from the date of demonstrable placing of the order by the Buyer with STC. After expiry of this period, STC is entitled to dispose of (destroy) the materials and bears no responsibility for their further safekeeping. Archiving of production materials by STC beyond the period specified shall be possible only on the basis of the Buyer's prior written request and at the Buyer's expense.

6. Production materials prepared by STC remain the property of STC. The Buyer acknowledges that payment of the costs of preparing production materials does not constitute a transfer of ownership of such materials, unless agreed otherwise in writing.

7. If the Buyer requests printing of goods identical to a previous order performed by STC, the Buyer shall reimburse the Seller for the costs of preparing production materials, unless these are production materials archived by STC within the meaning of paragraph 5 of this Article.

8. The Buyer is responsible for the textual and visual content of printed materials. STC is not obliged to check the unlawfulness or other objectionable content of the textual and visual content of printed materials unless special regulations are provided otherwise.

9. In the course of preparation of the order, prior to the start of printing, STC shall send the Buyer the proof for proofreading and approval of the production materials processed by STC, which must be verified by proofreading. The Buyer is obliged to perform proofreading and return it to STC, approved or, as applicable, with errors marked, no later than 3 business days after receipt of the proof to the Buyer. The approved proof must contain the date and the Buyer's signature, whereby it becomes a binding basis (imprimatur) for production of the order.

10. If the agreed performance period cannot be complied with due to the Buyer's delay (e.g., delayed delivery of production materials, delayed return of the approved proof), the performance period shall be extended by the period agreed by the parties, but at least by the duration of the Buyer's delay.

11. If the Buyer fails to return the approved proof within 30 days after expiry of the period referred to in paragraph 9 of this Article, STC is entitled to withdraw from the Contract and invoice the Buyer for all costs incurred by STC in preparing and processing the order.

12. Preparation of two author's proofs of the goods forms part of the Seller's performance; the costs of producing further author's proofs, created at the Buyer's request or as a result of the Buyer's actions, shall be borne by the Buyer.

13. Where the Buyer books with STC a press check (viewing at the printing press) for a specific date and time, the Buyer shall comply with such date and time precisely. If the agreed date and time is not met due to the Buyer's fault, or if the Buyer fails to notify STC in advance (no later than 30 minutes before the agreed date and time) of a change or cancellation, STC is entitled to charge the Buyer CZK 2500 for each commenced half-hour after the agreed date and time, up to a maximum of CZK 10,000. The first half-hour after the agreed date and time shall not be charged.

14. If the Seller's performance is prevented or delayed by circumstances beyond the Seller's will and control (force majeure), the Seller shall not be in default for the duration of such circumstances. In such case, the performance period shall be extended by the duration of the force majeure. Force majeure shall include, in particular, unforeseeable events preventing due performance, such as natural disasters, fire, energy outages, interventions by public authorities, armed conflicts, pandemics, strikes or other similar extraordinary circumstances. If an obstacle caused by force majeure lasts longer than 60 days, the Seller is entitled to withdraw from the Contract.

**Article 4 Price and price clause**

1. The price of the goods shall be agreed in accordance with the applicable price regulations either depending on the complexity of processing and the required quantity of goods, or in accordance with the relevant price list issued for a specified assortment of goods and valid for a specified period.

2. Packaging is included in the price.

3. Transport is not included in the price; where transport is agreed, transport costs shall be re-invoiced to the Buyer according to the Seller's applicable tariffs, or according to actually incurred costs, unless the parties agree otherwise.

**Article 5 Payment terms and arrangements in connection with the Buyer's insolvency**

1. STC's right to issue a tax document (hereinafter an "Invoice") for the goods arises on the day the goods are handed over to the Buyer, or on the day the goods are handed over to the first carrier, as applicable.

2. The duly issued Invoice containing the requisites under Act No. 235/2004 Sb., on Value Added Tax, as amended, shall be due within 30 days from the date of issue of the Invoice by the Seller. The payment deadline shall be deemed met if the full amount is credited to STC's bank account no later than on the last day of the maturity period. STC sends the Invoice to the Buyer's data box or to the e-mail address provided by the Buyer.

3. In the event of the Buyer's delay with payment of the Invoice, STC shall be entitled to default interest in the amount of 0.05% of the outstanding amount for each commenced day of delay.

4. If the Buyer cancels the order/contract or withdraws from the

order/contract after commencement of performance for reasons not attributable to STC, STC is entitled to invoice the Buyer for all costs incurred by STC in preparing and processing the fulfillment.

5. The same procedure as under paragraph 4 of this Article shall apply where the Buyer requests a change to the technical specification of the fulfilment (Article 2 (1)) after STC has commenced fulfillment.

6. The Buyer is entitled to set off any claim against STC against STC's claim for payment of the price only with the Seller's prior written consent.

7. If the Buyer, despite STC's prior reminder, is in default with payment of the agreed price, or a part thereof in the form of an advance, or is in default with performance of earlier obligations towards STC, STC is entitled, after prior written notice, to withdraw from the order/contract and at the same time invoice the Buyer for compensation of the damage incurred, including STC's right to set off any paid advance payment against the incurred costs and/or damage.

8. If the Buyer enters liquidation, insolvency proceedings are initiated against it, or it becomes unable to pay its debts, the Seller is entitled to suspend further performance and require the Buyer to provide adequate security for payments. If the Buyer fails to comply with this obligation without delay, the Seller is entitled to withdraw from the order/contract with immediate effect.

#### **Article 6 The Buyer's obligations upon acceptance of the goods**

1. The Buyer shall accept the subject of performance at the time limits and place agreed and confirm the relevant number of copies of the delivery note.

2. Depending on the quantity and nature of the goods being accepted, the Buyer shall inspect the goods upon acceptance, including a 100% piece count and quality control, and shall immediately inform the Seller of any apparent defects or discrepancies (e.g., missing quantity). If the Buyer accepts the goods without exercising its right under paragraph 3 of this Article not to accept goods with apparent defects, the goods shall be deemed accepted properly and without apparent defects. This does not affect the Buyer's right to claim latent (hidden) defects within the warranty period.

3. If the Buyer finds apparent defects in the goods during the inspection or count under the previous paragraph, it is entitled not to accept the goods. The period for substitute performance shall be set, depending on the type and quantity of the goods, by agreement of the parties.

#### **Article 7 Liability for defects and warranty of quality**

1. STC is liable to the Buyer for the proper manufacture of the goods, in particular for compliance with the agreed technical specification.

2. The warranty period for the quality of the goods shall be 6 months from the date of acceptance of the goods by the Buyer.

3. The Buyer is entitled to submit a complaint regarding the subject of performance at any time during the warranty period, provided that a written complaint must be delivered to STC within the warranty period.

4. The Buyer shall always attach the defective goods to the complaint and shall describe in more detail how the defects manifest themselves.

5. The Buyer shall prove the defects in the goods.

6. Claims arising from defects in the goods shall be resolved by replacement of the defective goods with defect-free goods or by financial compensation based on the parties' agreement.

7. The Buyer's claims arising from defects in the goods are limited to the remedies stated in the previous paragraph. Accordingly, the Buyer is not entitled, due to defects, to request a discount on the purchase price, withdrawal from the Contract or damages, provided that the Seller remedies the defect by replacement of the goods with defect-free goods within the period agreed by the parties, or provides the Buyer with financial compensation. The Buyer may assert further claims arising from defects only if the Seller fails to remedy the defective performance in the agreed period by the agreed method, and only to the extent permitted by the Civil Code.

8. The Seller's period for responding to the complaint shall be 30 calendar days. This period shall run from the date on which the defective goods together with the written complaint are

demonstrably delivered to STC.

9. STC shall not be liable for damage to the goods caused by a natural event, mechanical damage by the Buyer or a third party, improper storage or improper transport, or use of the goods for a purpose that is not customary for the specific type of goods.

#### **Article 8 Special provisions (applicable to security printing orders)**

1. In performance of a security printing order, STC applies measures pursuant to ISO 14298 to protect production and integrity of performance throughout the entire security printing order cycle, i.e., during preparation, production, storage, transport and destruction, so as to prevent unauthorized access, leakage, misuse or substitution of materials, inputs, semi-finished products and finished products.

2. The Buyer is entitled to obtain information about these measures at any time; upon request, the Seller shall provide summary reporting to the extent related to the performance, with the format and level of detail determined with regard to the protection of internal procedures and the security regime.

3. Within the agreed scope, samples/specimens shall be produced, which will be clearly marked "SPECIMEN" (or otherwise appropriately invalidated) and may also serve for reasonable reference presentation of the Seller; their production is typically reflected in the scope of performance and already included in the agreed price.

4. Defective, test and make-ready prints and other security-relevant residuals generated in the course of performance of a security printing order will be destroyed under a regime corresponding to ISO 14298, documented in a written protocol (and possibly with the participation of the Buyer's representative).

5. The Seller shall ensure a similar security regime for any subcontractors involved in any phase of the performance (in particular storage and transport) within the scope of their activities.

#### **Article 9 Final provisions**

1. STC and the Buyer undertake to consistently protect the other party's trade secrets; in this context, they also undertake to inform the other party, upon request, what they consider to be their trade secrets.

2. The Buyer is entitled to refer to its cooperation with STC or to use the Seller's business name and/or the STC logo for promotion or presentation of the goods only on the basis of STC's prior written consent (hereinafter the "Consent") and under the terms stated in the Consent. A breach of the terms stated in the Consent shall be deemed a material breach of the order/contract and STC is entitled to withdraw from the Contract and/or require the Buyer, upon written demand, to pay STC a contractual penalty in the amount of CZK 100,000 for each individual breach of this obligation.

3. Rights and obligations not expressly governed by these GTC shall be governed exclusively by Czech law, in particular the Civil Code and related regulations. Czech law is chosen by agreement of the parties also as the governing law for resolution of any court disputes.

4. The order/contract is not contract to order/is not transferrable by endorsement; the Buyer is entitled to assign it, as well as the rights and obligations arising from it, only with the Seller's prior written consent.

5. If, after conclusion of the order/contract, there is a change of circumstances, even to a substantial extent within the meaning of Section 1765 et seq. of the Civil Code, such change shall not give rise to the possibility of withdraw the order/contract; the parties hereby assume the risk of a substantial change of circumstances.

6. Any trade usages relating to the agreed or related performance shall not prevail over contractual arrangements nor over the provisions of the Civil Code.

7. Pursuant to Section 1758 of the Civil Code, the parties agreed that the order/contract may be amended or supplemented, by agreement of both parties, only by written amendments confirmed by duly authorized representatives of both parties. Any other arrangements are invalid. Any agreement between the parties may be concluded only on the basis of the parties' complete and unconditional consent to all terms of such agreement.

8. The parties undertake to resolve disputes arising from this contractual relationship primarily amicably, by negotiation. If no agreement is reached, either party is entitled to submit the dispute for decision to the competent court, and the parties agreed that the matter falls within the exclusive jurisdiction of the Czech courts. In this context, pursuant to Section 89a of Act No. 99/1963 Sb., the Code of Civil Procedure, as amended, the parties designate as the court having subject-matter and local jurisdiction the competent court at the Seller's seat.

9. The Buyer acknowledges that STC is an obligated entity within the meaning of Act No. 340/2015 Sb., on special conditions for the effectiveness of certain contracts, publication of such contracts and the Register of Contracts (the Register of Contracts Act), as amended, and agrees to publication of the order/contract in the Register of Contracts if required by law. In such case, the order/contract shall become effective only upon its publication in the Register of Contracts. Unless the parties agree otherwise, STC shall ensure all actions related to publication.

**These GTC become valid and effective on the 13 April 2026.**