

Framework Purchase Agreement

concluded under Section 409 et seq. of Act No 513/1991 – the Commercial Code, as amended
(the ‘Commercial Code’)

Article 1 Parties

A/ The Buyer:	4you Trans OU
Registered office:	Harju Maakond, Kesklinna linnaosa Tornimäe tn 7-75, 10145 TALLIN, Estonia
IBAN:	
SWIFT:	
Company registration number (IČO):	14588907
Commercial Register entry:	Commercial Register of Estonia
Tax identification number (DIČ):	37506140204
VAT identification number (IČ DPH):	EE102495092
Represented by:	

(the ‘Buyer’)

and

B/ The Seller:	Národná banka Slovenska
Registered office:	Imricha Karvaša 1, 813 25 Bratislava
IBAN:	
SWIFT:	
Company registration number (IČO):	30844789
Tax identification number (DIČ):	2020815654
VAT identification number (IČ DPH):	SK2020815654
Represented by:	

(the ‘Seller’)

Preamble

Národná banka Slovenska, as the central bank of the Slovak Republic, issues commemorative and collector euro coins of special numismatic significance and cultural value in accordance with the applicable legislation of the Slovak Republic and the European Union. The Buyer is interested in purchasing these euro coins from the Seller for the purpose of their further distribution and sale within its business portfolio, with both Parties expressing interest in mutual long-term cooperation in this area. The Parties have agreed to conclude this Framework Purchase Agreement to set forth the terms and conditions for the sale and purchase of commemorative and collector euro coins, as well as the rights and obligations of the Parties, in accordance with the provisions of this Agreement and applicable law. In particular, this Agreement establishes the terms and conditions under which the Seller shall deliver, and the Buyer shall receive, the euro coins under individual orders executed on the basis of this Agreement.

Article 2 Subject matter

- | | | |
|---|--|-----------|
| | - brilliant uncirculated quality | 40 coins |
| | - proof quality | 4 coins |
| c) €10 silver collector coin – 950th anniversary of the establishment of the Benedictine abbey in Hronský Beňadik | | |
| | - brilliant uncirculated quality | 35 coins |
| | - proof quality | 4 coins |
| d) A set of three €3.33 silver collector coins featuring the theme ‘Fauna and flora in Slovakia’: | | |
| | - the grey wolf | |
| | - the Eurasian lynx | |
| | - the brown bear | |
| | - proof quality | 35 sets |
| e) €5 base metal collector coin – The eastern imperial eagle (issued as part of the series ‘Fauna and flora in Slovakia’) | | |
| | - brilliant uncirculated quality | 350 coins |
| f) €20 silver collector coin – Kežmarok Heritage Site | | |
| | - brilliant uncirculated quality | 30 coins |
| | - proof quality | 4 coins |
| g) €20 silver collector coin – Dunajské luhy Protected Landscape Area | | |
| | - brilliant uncirculated quality | 30 coins |
| | - proof quality | 4 coins |
| h) €5 base metal collector coin – The Danube salmon (issued as part of the series ‘Fauna and flora in Slovakia’) | | |
| | - brilliant uncirculated quality | 350 coins |
| i) €100 gold collector coin – 700th anniversary of the introduction of gold coinage in what is now the territory of Slovakia | | |
| | - proof quality | 1 coin |
| j) Set of 2025 Slovak circulation euro coins entitled ‘100th anniversary of the first international sports tournament in the territory of the Slovak Republic – the Ice Hockey European Championship’ | | |
| | - special uncirculated quality in a Numitheca® case: | 30 pieces |

k) Set of 2025 Slovak circulation euro coins entitled '700th anniversary of the introduction of gold coinage in what is now the territory of Slovakia'

- special uncirculated quality in a Numitheca® case:	30 pieces
- proof-like quality in a cardboard case:	0 pieces
- proof-like quality in a wooden case:	0 pieces

4.2

The Seller shall in writing notify the Buyer of the issuing date of the new euro coins no later than ten calendar days before that date.

4.3

If the Seller issues other new euro coins during the year besides those listed in Article 4(1), it shall allow the Buyer to pre-order a certain number of euro coins from each such issue. The Seller shall inform the Buyer of the plan to issue such euro coins by email or by telephone. The Buyer shall make the pre-order by email no later than two weeks after receiving notification from the Seller under Article 4(2).

4.4

The Buyer shall sell euro coins purchased under this Agreement in such a way and in such locations that will not bring the Seller into disrepute. Otherwise, the Seller may send the Buyer a written warning to remedy any identified deficiencies immediately. The Buyer shall sell new euro coins in the packaging in which it purchased them from the Seller and together with any information leaflet that accompanied the coins when it purchased them from the Seller; for sales of proof euro coins, this duty applies also to the certificate and presentation box. If the Buyer repeatedly breaches the obligations under this point after a warning from the Seller, the Seller may withdraw from this Agreement.

4.5

The parties shall agree on the sale and purchase of new euro coins issued from 2026 by means of an addendum to this Agreement.

Article 5

Place and method of delivery of new euro coins and numismatic collectibles

5.1

The Seller shall ensure that the Buyer can take delivery of new euro coins at the Central Cash Desk Section of Národná banka Slovenska, at Imricha Karvaša 1, 813 25 Bratislava, at a time agreed by both parties in advance in accordance with Article 5(3).

5.2

The Buyer can take delivery of new euro coins on their issuing date at the earliest. The Buyer shall take delivery of ordered new euro coins in a single batch no later than 15 calendar days from their issuing date. If this period expires without the Buyer taking delivery, the Seller will no longer reserve the ordered quantity of new euro coins for the Buyer.

5.3

At least five calendar days before taking delivery of new euro coins, the Buyer shall notify the Seller in writing or by email of when it intends to take delivery of them, unless the parties agree otherwise in a specific case. The Buyer's notification shall specify the payment method and the date when it intends to take delivery of new euro coins.

5.4

The Buyer shall purchase numismatic collectibles from the Seller with the same deadlines and under the same conditions as stipulated in Article 5(3). If the Seller does not have numismatic collectibles requested by the Buyer in stock, it shall without delay notify the Buyer in writing of this fact. There is no time limit for the purchase of numismatic collectibles.

Article 6 Purchase price

6.1

The purchase price of new euro coins will be set according to the market price of precious metals and the production costs of new euro coins. The Seller shall in writing notify the Buyer of the purchase price of new euro coins no later than ten calendar days before their issuing date. The notification shall specify the price of new euro coins in the packaging specified in Article 3(1), both exclusive and inclusive of VAT.

6.2

The Seller shall notify the Buyer of the purchase price of numismatic collectibles (Article 2(2)) as at 30 June and as at 31 December of the calendar year, or more frequently at the Buyer's request.

Article 7 Payment terms

7.1

The Buyer shall pay the Seller the purchase price in cash at the Central Cash Desk Section of Národná banka Slovenska, at Imricha Karvaša 1, 813 25 Bratislava, or by credit transfer to the Seller's account.

7.2

For payments made by credit transfer, the purchase price shall be credited to the Seller's account no later than two working days before the delivery date; at the point of delivery, the Buyer's representative shall present to the Seller proof of identity or and an officially certified, written authorisation to take delivery, signed by the Buyer's authorised representative.

7.3

The account number to which the Buyer should transfer the purchase price shall be notified by the Seller to the Buyer in writing in the notification of the price of new euro coins under Article 6(1).

7.4

When delivery is taken of new euro coins or numismatic collectibles, the Seller shall either, if the Buyer has paid the purchase price in cash, issue and hand over to the Buyer a receipt produced by

an electronic cash register, or, if the Buyer has paid the purchase price by credit transfer, send the Buyer an invoice electronically pursuant to Act No 222/2004 on value added tax.

7.5

The parties have agreed and expressly consented to the Seller sending invoices electronically in PDF format to the Buyer's email address, which the Buyer shall notify to the Seller no later than 15 days before the first delivery. The Buyer may change that email address by notifying the Seller in writing of its new email address; no addendum to the Agreement is required for this purpose. The Seller need not sign the electronic invoice by qualified electronic signature. The Buyer shall notify the Seller without delay of any change that could affect the delivery of electronic invoices, in particular of a change of contact email address.

Article 8 Contractual penalty

8.1

If the Buyer does not take delivery of new euro coins within the period stipulated in Article 5(2), the Seller may require the Buyer to pay a contractual penalty equal to 10% of the purchase price of new euro coins that the Buyer failed to take delivery of. If the Buyer orders other new euro coins and again fails to take delivery of them within the period under Article 5(2), the Seller may, in addition to charging the contractual penalty, withdraw from this Agreement.

8.2

Payment of the contractual penalty is without prejudice to the Seller's right to compensation for damage, and the contractual penalty will not be set off against any compensation for damage.

8.3

The Buyer shall pay the contractual penalty under Article 8(1) within 14 days from the date of delivery of the invoice for the contractual penalty.

Article 9 Complaints

9.1

The Buyer may lodge a complaint regarding the quantity or quality of new euro coins or numismatic collectibles only when taking delivery of them under the cashier's supervision. If making a complaint at that time about a defective euro coin or other numismatic collectible, the Buyer may have the defective item replaced by an undefective item, if available. Otherwise, the Buyer may return the defective new euro coin or numismatic collectible, in which case the Seller shall refund the purchase price paid for the item to the Buyer. No discount will be given on the price of new euro coins or numismatic collectibles.

Article 10 Special provisions

10.1

This Agreement is concluded for an indefinite period.

10.2

The Agreement can be terminated in either of the following ways:

- by written agreement, or
- by notice given by either party in writing without cause.

When terminated by notice, the notice period is three months starting from the first day of the calendar month following the delivery of notice to the other party.

During the notice period, the parties shall abide by the conditions of performance laid down in this Agreement.

10.3

If the Seller withdraws from this Agreement because of the Buyer's breach under Article 4(4) or Article 8(1), withdrawal is effective from the date when the written withdrawal notice is delivered to the Buyer.

10.4

Written notice of withdrawal or termination shall be sent to the other party at the address specified in the header of this Agreement. The notice is also deemed delivered if it is not collected from the post office in the collection period, effective from the deposit date, or if the addressee refuses to accept it, effective from the refusal date. To prove delivery of the notice, it will be sufficient to demonstrate that delivery occurred or that the envelope containing the notice was correctly addressed and was sent by registered mail, or that the email message containing the notice was correctly addressed and sent and that the sender of the email can provide proof of delivery.

Article 11 Final provisions

11.1

The Buyer gives the Seller permission to enter the Buyer in the 'List of contractual partners of Národná banka Slovenska for the sale of numismatic materials', which is published on the Seller's website.

11.2

The parties' rights and obligations not governed by this Agreement are governed by the relevant provisions of the Commercial Code and other legislation of general application of the Slovak Republic.

11.3

The parties undertake to inform each other of any circumstances or problems affecting performance of this Agreement.

11.4

This Agreement (including any addenda hereto) constitutes an agreement whose publication is required under Section 5a of Act No 211/2000 on free access to information (the Freedom of Information Act), as amended, in conjunction with Section 1(2) of the Commercial Code and Section 47a of the Civil Code (Act No 40/1964, as amended). The Buyer hereby acknowledges the publication of this Agreement (including any addenda hereto) and of the Seller's invoices delivered to the Buyer; furthermore, the Buyer has the written consent of the data subject acting on behalf of the Buyer to publication by the Seller of that data subject's personal data contained in this Agreement and in the Seller's invoices, with this consent being applicable for the duration of the Seller's obligation under Section 5a(1), (6) and (9) and Section 5b of the Freedom of Information Act, as amended.

11.5

Amendments and addenda to this Agreement are valid only with the written agreement of both parties.

11.6

This Agreement is drawn up in three (3) original copies, of which two (2) are retained by the Seller and one (1) by the Buyer.

11.7

This Agreement is valid and binding for the parties from the date of its signature by the authorised representatives of both parties; if not signed by the authorised representatives of both parties on the same day, this Agreement is deemed valid as of the date of the later signature. This Agreement takes effect on the day following its publication on the website of the Seller (Section 47a(1) of the Civil Code in conjunction with Section 1(2) of the Commercial Code and Section 5a(1), (6) and (9) of the Freedom of Information Act).

11.8

The Seller's website provides detailed information on the processing of personal data by the Seller in compliance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, repealing Directive 95/46/EC (the General Data Protection Regulation) (OJ L 119, 4.5.2016) and Act No 18/2018 on the protection of personal data (and amending certain laws), as amended.

11.9

Each party hereby declares that it has full legal capacity, that its freedom to conclude a contract is in no way restricted, and that this Agreement has not been concluded under duress or under terms clearly disadvantageous or unsatisfactory for either party. Each party hereby declares that it has thoroughly familiarised itself with, and understood the contents of, this Agreement, that it agrees with this Agreement and undertakes to perform this Agreement voluntarily, and that, as evidenced by the signatures of its authorised representative below, this Agreement is precise, clear, and an expression of its free and solemn will.

Done at Bratislava on 03. 02. 2025

Done at Tallin on 01. 02. 2025

For the Seller:

For the Buyer: