

THE CROATIAN NATIONAL BANK, Trg hrvatskih velikana 3, Zagreb, OIB: 95970281739, represented pursuant to Governor decision No. 242-020/07-18/BV of 31 July 2018 by Tomislav Presečan, Chief Operating Officer (hereinafter referred to as: 'CNB') as a seller on one side

and

PURCHASER, _____, represented by _____ (hereinafter referred to as 'Purchaser')

(the CNB and the Purchaser jointly hereinafter referred to as 'Parties to the Contract')

have concluded the following

CONTRACT ON THE SALE
OF KUNA AND LIPA COINS AND BLANKS OWNED BY THE CROATIAN NATIONAL BANK
(hereinafter referred to as 'Contract')

INTRODUCTORY PROVISIONS

Article 1

(1) The parties to the contract mutually agree that:

– pursuant to its powers the CNB on [enter date] 2026 lodged a Tender for the sale of kuna and lipa coins and blanks owned by the Croatian National Bank (hereinafter referred to as 'Tender');

– on [enter date] 2026 the Purchaser submitted a bid for the purchase of coins (hereinafter referred to as 'Bid'); and

– pursuant to the review and assessment of all received bids within the framework of the Tender the members of the Committee for the preparation and sale of kuna and lipa coins and blanks owned by the Croatian National Bank established that the Bid by the Purchaser in the amount of EUR [enter amount], VAT not included, (hereinafter referred to as 'Total purchase price') was the most advantageous, submitted in due time and complete and thus meets all the terms and conditions of the Tender.

(2) The Parties to the Contract, in accordance with the terms and conditions of the Tender, shall enter into this Contract on the sale of kuna and lipa coins and blanks owned by the Croatian National Bank (hereinafter referred to as 'Contract').

(3) The Bid by the Purchaser shall be attached in Annex 1 hereto and shall constitute and integral part of this Contract.

SUBJECT MATTER OF THE CONTRACT

Article 2

(1) Pursuant to this Contract the Purchaser purchases and the CNB sells kuna and lipa coins and blanks owned by the CNB (hereinafter referred to as 'coins') and the Purchaser undertakes to collect and recover the coins in the manner and within the time limits laid down in the Contract.

(2) The specification of the overall quantity of coins that are the subject matter of this Contract by denomination, number of pieces and weight shall be attached in Annex 2 to this Contract and shall constitute an integral part of this Contract.

(3) The Purchaser shall meet its obligations under the Contract in a proper and timely manner. However, it is authorised to entrust individual tasks related to the performance of this Contract to third parties – other economic entities listed in its Bid, that is, third parties for which the Purchaser obtained prior written consent from the CNB.

RECEIPT OF COINS

Article 3

(1) The Purchaser shall collect the coins successively in accordance with the agreed collection schedule which shall be agreed by the parties to the contract within 10 (ten) working days of entering into this contract.

(2) The collection schedule shall contain at a minimum: the dates on which coins will be collected, the quantity of coins specified by denomination that is planned to be collected per individual day and the number of lorries per day.

(3) Any change to the collection schedule shall be permitted exclusively with prior written consent from the CNB.

(4) At least 2 (two) working days prior to the coin collection date, the Purchaser shall notify the CNB in writing of the following information: the plate number of the lorry and personal data of the lorry drivers and other authorised persons of the Purchaser who will be present at the coin collection (name, surname and ID number).

(5) The collection of the coins paired with the simultaneous measuring of the weight of the coins shall be conducted at the designated collection area of the CNB warehouse located at the Headquarters of the First Guards Brigade Tigrovi – Croatia (Vojarna 1. Gardijske brigade Tigrovi – Croatia), Sajmišna cesta 6, 10000 Zagreb, on workdays between 8:30 and 15:00, of which the parties to the contract shall make records that shall be signed by at least two representatives of each Party to the Contract.

(6) An adequate scale for the purpose of measuring the weight of the coins shall be provided by the CNB. The weight determined by a scale shall constitute an integral part of the records referred to in paragraph (5) of this Article and shall represent the basis for the calculation of the selling price in accordance with Articles 6, 7 and 8 of this Contract. The weight determined by weighing shall be expressed in kilograms as a number with two decimal places. The records shall specify the following data: the total weight of the coins with packaging (gross weight of the coins), the estimated weight of the packaging (tare weight of the packaging) and the weight of the coins used for the calculation of the selling price of the coins (net weight of the coins).

(7) The Purchaser shall provide for the loading of coins into the vehicle and transport the coins away.

(8) The CNB shall make the coins available to the Purchaser at the designated collection area and ensure that coins are distributed by denomination.

(9) The Parties to the Contract establish by mutual agreement that the Purchaser may collect a maximum of 80 boxes of coins per day or 1600 boxes per month.

(10) The Purchaser may not start to collect coins before paying in the guarantee for the proper performance of the Contract to the CNB referred to in Article 10 of this Contract.

(11) The Purchaser shall collect and transport away all coins within the time limit of 6 (six) months of the day of submission of the guarantee for the proper performance of the Contract. At the request of the Purchaser the time limit may be extended by additional 6 (six) months in which case both Parties to the Contract will agree to conclude an Annex to this Contract.

COIN RECOVERY AND SUPERVISION

Article 4

(1) The Purchaser shall recover all coins the Purchaser collected, using the recovery procedure specified under item R4 – recycling/reclamation of waste metals and metal compounds) as defined in Annex II. – List of Waste Recovery Operations of the Waste Management Act (Official Gazette 84/2021 and 142/2023 – Decision by the Constitutional Court of the Republic of Croatia).

(2) The Purchaser shall enable the representatives of the CNB to exercise supervision of the coin recovery procedure and, at the request of the CNB, provide for the verification of whether all coins have been recovered using the R4 recovery procedure, submit all necessary documents to the CNB and enable an overview of the production process, as well as for active participation of the CNB representatives in the verification procedure.

(3) The CNB undertakes to cover all costs of supervision referred to in paragraph (2) of this Article in case the need arises for the exercise of supervision of the coin recovery procedure.

(4) The Purchaser undertakes to submit to the CNB a certificate from the final recovery operator in the recovery procedure on the completion of the recovery procedure for all collected coins within the time limit of 1 (one) year of the date of conclusion of this Contract. At the request of the Purchaser the time limit may be extended by 6 (six) months in which case both parties will agree to enter into an Annex to this Contract.

(5) The Purchaser shall complete a consignment note for each waste shipment, and in the event of cross-border waste shipment, the Purchaser shall also complete Annex VII and conclude the contract pursuant to Article 18, paragraph (2) of Regulation (EC) No 1013/2006 of the European Parliament and of the Council of 14 June 2006 on shipments of waste.

DEVIATIONS IN THE CHEMICAL COMPOSITION

Article 5

(1) In case of established deviations in the shares of chemical elements in the coins from those specified in the Tender documents, the Purchaser and the CNB shall resolve the disagreement amicably.

(2) The Purchaser is authorised to submit a written complaint to the CNB in relation to the deviation referred in paragraph (1) of this Article within 4 (four) months of the date of collection of an individual

shipment. The complaints submitted after the expiry of the said time limit shall neither be taken into consideration nor shall the CNB be obligated to take them into consideration.

(3) For the purpose of establishing the existence and the scope of the deviation referred to in paragraph (1) of this Article in relation to the deviation in the share of chemical elements in the coins, the Parties to the Contract shall jointly hire an independent external certified laboratory, certified for the conduct of measuring weight fractions of chemical elements and the chemical composition analysis of coins.

(4) The findings and the opinion of the independent laboratory referred to in paragraph (3) of this Article shall be binding for the Purchaser and the CNB in terms of determining the existence and the scope of deviation.

(5) The costs of expert analysis shall be borne by the Party to the Contract whose stipulations on the existence and scope of deviations were to a lesser degree confirmed by the findings and the opinion of the independent laboratory, that is, by the Party to the Contract whose stipulations are most removed from the results of the measurements carried out by the independent laboratory.

CALCULATION OF THE SELLING PRICE OF COINS

IN DENOMINATIONS OF 25, 5 AND 2 KUNA AND 25 KUNA BLANKS

Article 6

(1) The total selling price of an individual monthly shipment of coins in denominations of 25, 5, 2 and 1 kuna and 25 kuna blank shall be calculated and expressed in euro as the sum of products of the metal value and the metal factor pursuant to the following formula:

- for coins in the denomination of 25 kuna and 25 kuna blanks

$$C_{pro} = \underbrace{\left[\sum_{i=1}^n (m_{UMiJ} + m_{UMiP}) \cdot \overline{C_{ref\ Mi}} \right]}_{\text{metal value}} \cdot f_M$$

where

C_{pro} – selling price [EUR]

m_{UMiJ} = $w_{MiJ} \cdot m_{MJ}$

m_{UMiP} = $w_{MiP} \cdot m_{MP}$

m_{UMiJ} – weight of the share of the i -th metal in the total weight of the core of the 25 kuna coin and the 25 kuna blank [t], expressed as a number with five decimal places

m_{UMiP} – weight of the share of the i -th metal in the total weight of the outer ring of the 25 kuna coin and 25 kuna blank [t], expressed as a number with five decimal places

w_{MiJ} – weight share of the i -th metal in the core of the coin

w_{MiP} – weight share of the i -th metal in the outer ring of the coin

m_{MJ} – total weight of the core of the coin [t]

m_{MP} – total weight of the outer ring of the coin [t]

$C_{ref\ Mi}$ – monthly average price of the i -th metal [EUR/t]

f_M – metal factor

For the purpose of calculating the selling price, the weight of the coins in the denomination of 25 kuna and 25 kuna blank determined by weighing and specified in the records referred to in Article 3, paragraph (5) of this Contract shall be converted to tonnes and expressed as a number with five decimal places.

The share of the weight of the core of an individual 25 kuna coin and 25 kuna blank is 31.76% of the total weight of an individual coin, and the share of the weight of the outer ring of the individual 25 kuna coin and 25 kuna blank is 68.24% of the total weight of an individual coin.

The total weight of the core m_{MJ} and the total weight of the outer ring m_{MP} shall be expressed as a number with five decimal places and shall be obtained by calculating the percentage share of the weight of the core of 31.76% and the weight of the outer ring of 68.24% in the total weight of the 25 kuna coins and 25 kuna blanks delivered in the period of one month, based on amounts specified in the records.

- for coins in the denomination of 5, 2 and 1 kuna

$$C_{pro} = \underbrace{\left[\sum_{i=1}^n m_{UMi} \cdot \overline{C_{ref\ Mi}} \right]}_{\text{metal value}} \cdot f_M$$

where:

C_{pro} – selling price [EUR]

$m_{UMi} = w_{Mi} \cdot m_M$; where

m_{UMi} – weight of the share of the i -th metal in the total weight of the coins in the denomination of 5, 2 and 1 kuna [t] expressed as a number with five decimal places

w_{Mi} – weight share of the i -th metal in the coin

m_M – total weight of the coin [t]

$\overline{C_{ref\ Mi}}$ – average monthly price for the i -th metal [EUR/t]

f_M – metal factor

For the purpose of calculating the selling price, the weight of the coins in the denomination of 5, 2 and 1 kuna determined by weighing and specified in the records referred to in Article 3, paragraph (5) of this Contract shall be converted to tonnes and expressed as a number with five decimal places.

(2) The monthly average price for the i -th metal [EUR/t] for coins in the denominations of 25, 5, 2 and 1 kuna and 25 kuna blanks is published on the LME at the end of the month for which the average price of the metal is calculated (Average; LME Official Settlement Price in USD; Euro Equivalents, cash seller's):

<https://www.lme.com/market-data/reports-and-data/monthly-averages>; Table: LME DAILY OFFICIAL AND SETTLEMENT PRICES

(3) The data on the weight share of an individual metal in the coins in the denomination of 25, 5, 2 and 1 kuna and 25 kuna blank shall be determined in Annex attached to this Contract and constituting its integral part.

(4) The metal factor for coins in the denomination of 25, 5, 2 and 1 kuna and the 25 kuna blank shall be equal to the metal factor specified in the Bid.

CALCULATION OF THE SELLING PRICE OF COINS

IN DENOMINATIONS OF 50, 20, 10, 5, 2 AND 1 LIPA AND 2 AND 1 LIPA BLANKS

Article 7

(1) The selling price for coins in denominations of 50, 20, 10, 5, 2 and 1 lipa and 2 and 1 lipa blanks are calculated and expressed as the product of the multiplication of the unit offered price for one tonne of coins and mass of coins shipped in the previous month pursuant to the following formula:

$$C_{pro} = C_{pon1} \cdot m_M$$

where

C_{pro} – selling price [EUR]

C_{pon1} – unit offered price [EUR/t]

m_M – coin weight for which the price [t] is calculated

(2) For the purpose of calculating the selling price, the weight of the coins in the denomination of 50, 20, 10, 5, 2 and 1 lipa and 2 and 1 lipa blanks determined by weighing and specified in the records referred to in Article 3, paragraph (5) of this Contract shall be converted into tonnes and expressed as a number with five decimal places.

(3) The unit selling price for one tonne of coins in the denomination of 50 lipa shall amount to EUR [*enter amount*], VAT not included.

(4) The unit selling price for one tonne of coins in the denomination of 20 lipa shall amount to EUR [*enter amount*], VAT not included.

(5) The unit selling price for one tonne of coins in the denomination of 10 lipa shall amount to EUR [*enter amount*], VAT not included.

(6) The unit selling price for one tonne of coins in the denomination of 5 lipa shall amount to EUR [*enter amount*], VAT not included.

(7) The unit selling price for one tonne of coins in the denomination of 2 lipa shall amount to EUR [*enter amount*], VAT not included.

(8) The unit selling price for one tonne of coins in the denomination of 1 lipa shall amount to EUR [*enter amount*], VAT not included.

TOTAL SELLING PRICE OF COINS WITHIN ONE MONTH

Article 8

The total selling price of the coins delivered in one month shall be calculated as the sum of the selling price of the coins in the denomination of 25, 5, 2 kuna and of the 25 kuna blank referred to in Article 6 of this Contract and the selling price of the coins in the denomination of 50, 20, 10, 5 and 1 lipa and the 2 and 1 lipa blanks referred to in Article 7 of this Contract.

PAYMENT AND TIME LIMIT FOR PAYMENT

Article 9

- (1) The CNB shall, by the 15th working day of the current month at the latest, issue an aggregate invoice for all coin shipments collected over the previous month.
- (2) The Purchaser shall effect the payment of the selling price in accordance with the invoice referred to in paragraph (1) of this Article to the business account of the CNB IBAN HR621001005101111116, within 8 eight (eight) days starting from the date of receipt of the complete accurate invoice.
- (3) The Purchaser shall pay the statutory default interest in case of failure to meet its payment obligation on time.

GUARANTEE FOR THE PROPER PERFORMANCE OF THE CONTRACT

Article 10

- (1) The Purchaser shall submit a guarantee for the proper performance of the Contract within 30 (thirty) days of the day of conclusion of this Contract. The amount of the guarantee shall be equal to the amount of 25% (twenty-five percent) of the Total purchase price from the Tender with a validity term 30 (thirty) days longer than the term of the Contract.
- (2) The requested guarantee is an unconditional, irrevocable, independent and valid bank guarantee for the proper performance of the Contract issued for the benefit of the CNB and payable “upon first demand” and “without any protest” by the bank issuing the guarantee in the amount of 25% (twenty-five percent) of the purchase price without VAT from the Tender.
- (3) The only condition for the payment under the guarantee shall be the CNB's written request, be it a single request or several requests, submitted to the bank issuing the guarantee and containing a statement by the CNB on the non-performance or late, or defective performance of this Contract, issued on paper imprinted with the CNB's official letterhead and signed by an authorised representative of the CNB.
- (4) Instead of submitting a bank guarantee referred to in paragraph (2) of this Article, the Purchaser may transfer a monetary deposit in the amount specified above to the CNB's account No. HR621001005101111116.

AGREED PENALTY

Article 10

(1) In case of delay on the part of the Purchaser to perform the non-monetary obligations that are the subject matter of this Contract, the Purchaser shall pay the CNB the agreed contractual penalty of 0.5% (zero point five percent) of the Total purchase price without VAT from the Bid for each day of delay up to the maximum of 25% (twenty-five percent) of the Total purchase price without VAT from the Bid, and shall duly perform the obligation which is the subject matter of this Contract within a new time limit set by the CNB in a written invitation.

(2) In case of an improper execution on the part of the Purchaser of the obligation that is the subject matter of this Contract, the CNB shall invite the Purchaser in writing to properly execute its obligation within a new time limit.

(3) Should the Purchaser fail to duly perform its obligation within the new deadline, the Purchaser shall pay to the CNB the agreed penalty of up to a maximum of 25% (twenty-five percent) of the Total purchase price without VAT and duly perform the obligation that is the subject matter of this Contract.

(4) The CNB shall immediately, following a proper execution referred to in paragraphs (1) and (2) of this Article, without delay, notify the Purchaser that it withholds the right to agreed penalty due to delay and/or failure to properly execute its obligation.

(5) In the case of a breach of the provisions of this Contract and provided that the effects of the breach have not been rectified within the deadline referred to in paragraph (1), that is, the new deadline referred to in paragraph (2) of this Article, the dissatisfied Party to the Contract may terminate the Contract unilaterally and notify the other Party to the Contract thereof.

(6) The CNB retains the right to claim damages if they exceed the amount of the agreed penalty.

TERMINATION OF THE CONTRACT

Article 12

(1) This Contract shall expire upon the expiry of the time limit for which it was concluded or upon its termination.

(2) The CNB shall be authorised to terminate this Contract at any time, regardless of the contractual provisions relating to the of the term of the Contract with a notice period of 30 (thirty) days, in the following cases:

- 1) – if the Purchaser fails to deliver the guarantee for the proper performance of the Contract referred to in Article 10 of this Contract;
- 2) – if the Purchaser fails to execute payments pursuant to dully submitted invoices within 15 (fifteen) days of the day of receipt of the written warning from the CNB.
- 3) – if the Purchaser fails to allow for on-site inspection of the CNB representatives or fails to comply with other obligations referred to in Article 4, paragraph (2) of this Contract within the time limit of 15 (fifteen) days of the day of receipt of the written warning from the CNB.
- 4) – if the Purchaser fails to submit the documents referred to in Article 4, paragraphs (4) and (5) of this Contract within the time limit of 15 (fifteen) days of the day of receipt of the written warning from the CNB.

(3) The Purchaser shall be authorised to terminate this Contract at any time, regardless of the contractual provisions relating to the term of the Contract with a notice period of 30 (thirty) days, if the CNB breaches the obligations undertaken under this Contract and continues to breach these obligations 15 (fifteen) days of the day of receipt of the written warning by the Purchaser via registered mail.

(4) The Parties to the Contract may agree to terminate this Contract at any time by concluding a written agreement on termination in which the parties to the contract agree on the terms and conditions of the agreed termination of the Contract.

(5) The notification of termination of the Contract shall be submitted to the other Party to the Contract in writing via electronic mail specified in Article 15 of this Contract.

COMPENSATION FOR DAMAGE

Article 13

(1) The Purchaser shall be liable to the CNB for any damage suffered by the CNB due to non-performance, defective performance or late performance of any obligation of the Purchaser provided for under this Contract.

(2) The CNB shall be liable to the Purchaser for any damage suffered by the Purchaser due to non-performance, defective performance or late performance of any obligation of the CNB provided for under this Contract.

(3) risk of accidental destruction, damage or loss of objects, as well as other risks related to the coins, shall be transferred to the Purchaser at the moment the CNB hands the coins over to the Purchaser at the collection area. The coins shall be considered to have been handed over to the purchaser at the moment the CNB puts them at the Purchaser's disposal at the Location of Collection. The purchaser shall, independently and at their own expense, load the coins and remove them from the Location of Collection.

CONFIDENTIALITY OF PERSONAL INFORMATION

Article 14

(1) The Parties to the Contract agree that in relation to the protection of confidentiality of personal information they shall proceed as laid down in this Contract, 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, and repealing Directive 95/46/EC (General Data Protection Regulation), the Act on the Implementation of the General Data Protection Regulation (Official Gazette 42/2018) and other applicable regulations.

(2) The Parties to the Contract shall keep the confidentiality of all personal information learned in any manner whatsoever while executing this Contract, the disclosure of which would harm the business processes and interests of any of the Parties to the Contract or the rights and freedoms of any other person to whom such information pertains.

COMMUNICATION

Article 15

(1) To be valid all notifications submitted by one Party to the Contract, pursuant or in relation to this Contract, to the other Party to the Contract shall be in writing and duly submitted. The notifications shall be submitted to the other Party to the Contract via electronic mail to the following addresses:

The CNB: [*email address*]

The Purchaser: [*email address*]

(2) The Parties to the Contract shall send all confidential documents to be exchanged by the Parties to the Contract via encrypted electronic mail.

(3) The parties to the Contract shall immediately notify each other of any changes to the electronic mail address referred in paragraph (1) of this Article.

DATA CONFIDENTIALITY

Article 16

(1) The Purchaser is aware that, for the purposes of meeting its obligations hereunder, and to the extent necessary to do so, it will, among other information, receive or otherwise have access to CNB confidential data. CNB confidential data shall include documents, i.e., any written, copied, drawn, graphic, printed, recorded, photographed, magnetic, optical, electronic or other record of data, knowledge, measure, procedure, subject, spoken communication or information, including information on CNB's operations, activities, organisation and security system, provided that such information or documents are otherwise not available to the public (hereinafter referred to as: 'CNB confidential data').

(2) The Purchaser shall:

- 1) permanently maintain the secrecy of CNB confidential data, which obligation extends beyond the time of completion of this Contract;
- 2) not submit or otherwise make available CNB confidential data, in part or in whole, to any third party without prior written consent by the CNB;
- 3) store CNB confidential data provided to it exclusively in its local information system, excluding cloud storage systems (private, public or hybrid), subject to obligatory encryption;
- 4) not send CNB confidential data via e-mail;
- 5) not use CNB confidential data for any other purpose other than for performing its obligations hereunder;
- 6) enable access to CNB confidential data only to its employees and other persons with whom it is contractually connected, and who are required to have access to CNB confidential data to perform their tasks and obligations in relation to this Contract, or for the purposes of internal administration and quality control, and only to the extent necessary to perform such tasks and obligations;
- 7) obligate its employees and other persons that have or may in any way have access to CNB confidential data to act in accordance with this Contract, and to assume full liability for any damage arising from any action of such persons contrary to the provisions herein;
- 8) return to the CNB, upon the performance of this Contract, any originals, transcripts, copies, excerpts, records (regardless of the manner in which they are made and the medium in which they are stored) containing CNB confidential data, or, if CNB confidential data were stored in its local information system, destroy such data and submit to the CNB evidence thereof, with the exception of a single copy of data it is required to retain under applicable law or subordinate legislation, in which case the CNB shall be notified thereof without delay (the notification must specify the CNB confidential data the Purchaser is required to retain and state the provision and legislation binding it to do so, as well

as the length of the retention period); in such a case, any retained copy shall be returned to the CNB without delay upon the expiry of the mandatory retention period;

- 9) store all copies of documents in a secured container/safe locked by security code or a locked office cabinet, unless they are under the direct surveillance of an authorised person to whom the confidential data were submitted for work;
- 10) notify the CNB without delay of any order by a court or other competent authority to disclose CNB confidential data issued to the Purchaser, any of its employees or any other person to which the Purchaser is contractually connected.

(3) Within the meaning of paragraph (2), item (8) of this Article, prior consent of the CNB is required where the Purchaser is, pursuant to its bylaws, required to retain CNB confidential data, or has interest to do so due to other professional reasons. When requesting consent to retain CNB confidential data, the Purchaser shall specify which CNB confidential data it requests to retain and the reasons for retaining the data, provide evidence of the reasons specified and state the length of the requested retention period.

(4) The Purchaser shall, immediately upon the expiry of the retention period for which it obtained consent by the CNB, act in accordance with paragraph (2), item (8) of this Article.

(5) The Parties to the Contract mutually agree that expiry of this Contract shall not absolve the Purchaser from the obligations referred to in this Article.

SEVERABILITY

Article 17

(1) Should the Parties to the Contract, a court or another competent authority determine that any provision herein is invalid and/or unenforceable, the Parties to the Contract agree that such invalidity and/or unenforceability of a provision shall not affect the validity and/or enforceability of other provisions herein.

(2) The Parties to the Contract undertake that in the event referred to in paragraph (1) of this Article, they shall immediately and no later than within five (5) working days counting from the day the invalidity and/or unenforceability of a provision was determined, replace the invalid and/or unenforceable provision with a valid and/or enforceable provision which shall, to the maximum extent allowed by applicable regulations, correspond to the purpose that the Parties to the Contract intended to achieve with the invalid and/or unenforceable provision. Should the Parties to the Contract fail to agree and replace the invalid and/or unenforceable provision in the manner described above within the time limit specified above, such a provision shall be deemed not to exist in this Contract.

APPLICABLE LAW, DISPUTE RESOLUTION AND JURISDICTION

Article 18

(1) The law applicable to this Contract shall be the law of the Republic of Croatia.

(2) The Parties to the Contract shall settle any disputes arising from this contract amicably, and if that is not possible, they agree on the jurisdiction of the court in Zagreb.

AMENDMENTS TO THE CONTRACT

Article 19

- (1) Any changes and amendments to this Contract shall have legal effect only if they are made in writing and signed by the authorised representatives of both Parties to the Contract.
- (2) All matters not regulated by the provisions of this Contract shall be directly subject to the provisions of the Civil Obligations Act.
- (3) In case of a conflict between the provisions of the Bid and the provisions of this Contract, the provisions of this Contract shall apply.

THE VALIDITY OF THE CONTRACT

Article 20

- (1) This Contract shall enter into force on and shall be applied from the date of the signature by the authorised representatives of both Parties to the Contract and shall be concluded for a period of [1] [(one)] year, with the possibility of extension at the request of the Purchaser.
- (2) The provisions which, in the light of the intentions of the Parties to the Contract at the time of entering into this Contract apply indefinitely, shall not cease but shall bind the Parties to the Contract indefinitely. This primarily includes the provisions on CNB confidential data, provisions on the confidentiality of personal information and court jurisdiction.

FINAL PROVISIONS

Article 21

- (1) This Contract is made in 3 (three) identical equivalent copies, 2 (two) of which shall be kept by the CNB and 1 (one) by the Purchaser.
- (2) In the event of a disagreement between the Croatian and the English version of this Contract, the version of the Contract in the Croatian language shall prevail.
- (3) In the sign of understanding and consent to all of the above mentioned in this Contract, the Parties to the Contract shall sign this Contract.

For the CNB

Pursuant to authorisation by the Governor

Chief Operating Officer

Mr. sc. Tomislav Presečan

In Zagreb, _____ 2026.

Contract No. xxx-040/2026/TP

For the Purchaser

Director

In _____, _____ 2026.

Annex 1 Purchaser's Offer

Annex 2 Specification of the total amount of coins that are the subject matter of this Contract by denomination, piece and weight

DENOMINATION	COIN [pcs.]	WEIGHT of non- demonetised coins [t]	WEIGHT of demonetised coins [t]	TOTAL WEIGHT OF ALL COINS [t]**** 3 + 4	BOXES [pcs.]
1	2	3	4	5	6
25 KUNA	909,900*	0.0	11.6	11.6	24
5 KUNA	92,662,131	686.6	5.0	691.6	1,547
2 KUNA	104,310,961	639.7	8.0	647.7	1,047
1 KUNA	130,957,847	645.1	10.0	655.1	1,316
50 LIPA	95,404,574	350.1	0.7	350.8	955
20 LIPA	131,005,318	382.0	0.5	382.5	875
10 LIPA	126,919,974	414.1	1.9	416.0	847
5 LIPA	105,076,888	263.8	0.6	264.4	526
2 LIPA	26,927,445**	25.2	0.1	25.3	135
1 LIPA	26,875,147***	19.1	0.1	19.2	128
TOTAL	841,050,185	3,425.7	38.5	3,464.2	7,400
<p>* Of the total amount specified, 737 pieces are blanks. Total core weight is 3.7 t, and total outer ring weight is 7.9 t.</p> <p>** Of the total amount specified, 19,347 pieces are blanks.</p> <p>*** Of the total amount specified, 32,553 pieces are blanks.</p> <p>****Coin weight is obtained by weighing.</p>					

Annex 3 Composition of the metal of coins in the denomination of 25, 5, 2 and 1 kuna and 25 kuna blanks

DENOMINATION	METAL COMPOSITION EXPRESSED AS PERCENTAGE
25 KUNA INCLUDING 25 KUNA BLANKS	Core – 92%Cu / 6%Al / 2%Ni
	Ring – 75%Cu / 25%Ni
5 KUNA	65.1% Cu / 23.2% Ni / 13.7% Zn
2 KUNA	65% Cu / 23.2% Ni / 11.8% Zn
1 KUNA	65% Cu / 23.2% Ni / 11.8% Zn