

**AGREEMENT No 20200330  
FOR CHARTER FLIGHT OPERATION**

Velka Bystrice

25.03.2020

EGT Express CZ s.r.o., hereinafter referred to as the «CARRIER» and represented by the general director Mr. Jaroslav Spáčil, acting on the basis of Charter, on the one side,

and

Registr. číslo	PRÁVNÍ ODBOR  0176/20
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Ministry of Health of the Czech Republic, hereinafter referred to as the «CHARTERER», represented by Minister of Health of the Czech Republic Mgr. et Mgr. Adam Vojtěch, MHA, acting on the Corporate Charter, on the other side, together hereinafter referred to as the «Parties», have entered into this agreement on the following:

**1. SUBJECT OF THE AGREEMENT**

1.1. THE CHARTERER orders and CARRIER provides the transportation of cargo by air on the route Ürümqi – Ostrava by operating charter cargo flights en-route URC-OSR.

1.2. The volume of cargo on the sectors URC - OSR — up to 52 tones.

1.3. The CARRIER provides:

1.3.1. On route URC - OSR cargo aircraft having followed technical characteristics:

1.3.2. Aircraft type: Boeing 767-300 ER.

1.3.3. Carriage volume on AC — up to 380 CBM.

1.4. Commercial payload of each flight shall be determined by the Captain of aircraft («Captain»), based on limits set by FCOM of the aircraft and specific conditions of each flight, such as weather conditions, quality of airport runways.

**2. GENERAL CONDITIONS**

2.1. Carriage is performed based on CHARTERER's request which is agreed with CARRIER based on destination country's air navigation service regulations specifics and aircraft availability.

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Tel.: [REDACTED] | Fax.: [REDACTED] | www.egtexpress.com | Reg. No.: 62301951 | VAT No.: CZ62301951

The company is registered in the Commercial Register at the Regional Commercial Court in Ostrava, Section C, Insert 7879.  
Managing Directors: Jaroslav Spáčil, Jana Gasidlova

Bank Details: ČSOB a.s.

CZK 104937885/0300 IBAN: CZ1103000000000104937885 BIC (SWIFT): CEKOCZPP  
EUR 176438268/0300 IBAN: CZ6303000000000176438268 BIC (SWIFT): CEKOCZPP  
USD 218260550/0300 IBAN: CZ8703000000000218260550 BIC (SWIFT): CEKOCZPP

EGT Express CZ s.r.o. works according to the General Forwarding Conditions of the Association of Forwarding and Logistics and the CMR Convention.

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Olomoucká 1001  
783 53 Velká Bystřice  
DIČ: CZ62301951

2.2. The flights schedule must be in correspond to the «Order of labor and leisure time of flight crew» designed by CAA of the Republic of Uzbekistan.

2.3. Receipt and registration of air freight is conducted in determined order according to «Regulations for air freight on international lines», and also based on terms and conditions of this Agreement.

2.4. After completion of the cargo carriage the Parties are obliged to form Act of Completed Works and upon necessity conduct revision (verification) of mutual settlements.

2.5. The CARRIER is entitled to use any available free space on charter flight (including ferry of the aircraft to point of arrival) for air transpiration in compliance with the regulations of the countries of departure and destination, indicated in this Agreement without any compensation to the CHARTERER for such transportation.

2.6. Transportation according to the Agreement will be performed in conformity with CARRIER's «Regulations for International carriage of passengers, baggage and cargo».

2.7. During the international transportation the CARRIER's liability with respect to cargo is limited by «Regulations for International carriage of passengers, baggage and cargo».

2.8. The CARRIER and the CHARTERER will undertake all necessary formalities according to the laws and regulations of the country of departure and country of destination of the charter flight, as well as of the countries through the territory of which the flight is to be operated, in order to obtain permission for operation of the flight and transportation of cargo.

### 3. RIGHTS AND OBLIGATIONS OF THE PARTIES

#### 3.1. CARRIER is obliged:

3.1.1. To provide the fulfillment of all formalities regarding the operation of the flight and crew formalities (submitting of the application and getting permission for the flight etc.) required by Laws and regulations of the Republic of Uzbekistan and third countries via which the route of flight passes.

3.1.2. To provide the CHARTERER with required information and all types of services, determined in the CARRIER's «Regulations for International carriage of passengers, baggage and cargo».

3.1.3. To take all measures which are under competence of the CARRIER and ensure fulfillment of the flight in accordance with the application of the CHARTERER.

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3.1.4. Provide cargo transportation within maximum payload on flight route in compliance with cargo loading, placement rules and flight security regulations.

### 3.2. CARRIER is entitled to:

3.2.1. To terminate the Agreement ahead of time or refuse the operation of flight, without any penalty in following cases:

- absence of fuel either in airports of intermediate landing and return flight;
- nonfulfillment by CHARTERER of the obligations of this Agreement related the due date for submission of applications and all necessary documents, delivery of accompanying persons and the cargo to the airport of arrival;
- identification of dangerous features of cargo that are prohibited for air freight, or delay or arrest of cargo by customs and other authority bodies; nonfulfillment of safety conditions and techniques by the CHARTERER;
- in case of Acts of God or emergency;
- failure to make prepayment within period of time determined by the Agreement.

3.2.2. To interrupt operation of a flight without any penalties applied towards him, in case of idle time of aircraft for more than 4 hours in excess of the planned schedule in airports of destination, departure and intermediate for reasons which are beyond control of the Carrier, such as: absence of commercial payload, customs procedures, absence of permissions for overflight of the territory of foreign states or landing in the airport of destination.

3.2.3. The CARRIER shall consider itself free from obligations under the present Agreement and shall not bear any responsibility in case of being unable to carry out the transportation because of force majeure, such as unfavorable weather conditions making impossible the operation of the flight or forcing it to land on an alternative or other airport, as well as governmental acts, strikes or any other acts beyond CARRIERS control.

3.2.4. The CARRIER also shall not bear any responsibility in case of failure to obtain permission from local authorities for charter flight arrival.

3.2.5. In this connection the pilot-in command has the right:

- To postpone or cancel departure of the aircraft due to weather conditions;
- To make the final decision about decreasing or increasing the permissible payload, quantity of fuel, taking in consideration the conditions of the flight as per Instructions;
- To control the weight of the load of the plane as required in the airports of departure, interim and destination;

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Managing Directors: Jaroslav Spacl, Jana Gasdlova

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- If it is necessary for the safety of the flight, to make intermediate landings, make required repairs as well as to change the route and/or discontinue the flight altogether.

### **3.3. THE CHARTERER is obliged:**

3.3.1. Not to assign its rights and obligations on this Agreement to any third persons or Parties.

3.3.2. To take a 100% prepayment for flight, before its operation, and cover all obligatory charges according to the Act of Completed Works.

3.3.3. Take responsibility for availability of necessary documents for cargo export (import) from (to) countries of departure and arrival.

3.3.4. To provide payment for customs clearance.

3.3.5. Provide provision of workload on time set by the Agreement.

3.3.6. In case of postpone of Right, CHARTERER is obliged to notify the CARRIER in a written form not later than 5 hours due to the flight operation.

3.3.7. In case of cancellation off flight, CHARTERER is obliged to notify the CARRIER in a written form not later than 2 days before the flight operation date.

3.3.8. Provide execution of regulations of the Agreement related to the CUSTOMER.

### **3.4. THE CHARTERER is entitled:**

3.4.1. To refuse from the ordered flight without any penalty in the following cases:

- delay of provision of an aircraft by the CARRIER for more than five hours in Ürümqi airport;
- replacement by the CARRIER of one type of aircraft by another, that is unforeseen by the actual Agreement;
- non-fulfillment of the safety conditions of transported cargo by the CARRIER; flight cancellation occurred in connection with failure to provide aircraft due to technical reasons or maintenance work.

### **4. THE COST OF TRANSPORTATION AND ORDER OF SETTLEMENTS, PENALTIES**

4.1. The cost of charter flight on route URC - OSR on a/c B-767 300 is USD 290 000 (two hundred and ninety thousand) US. Dollars (EXCLUDED: THC in URC, THC in OSR, pre carriage: Zheng Zhou – Ürümqi) which CHARTERER pays to the account CARRIER:

EGT Express CZ s.r.o.

Olomoucká 1001, Velká Bystřice,

783 53, Czech Republic

email: [REDACTED]

www.egtexpress.com

ID: 62301951

VAT ID: CZ62301951

Bank details:

Name of bank: ČSOB a.s.

(Československá obchodní banka a.s.)

Address: Radlická 333/150, 150 57 Praha 5

SWIFT/BIC: CEKOCZPP

USD account: 218 260 550/0300

IBAN (USD): CZ87 0300 0000 0002 1826 0550

All bank commission charges including correspondent bank's commission withdrawn when making payments, considered in the Agreement, are paid by the CHARTERER.

4.2. The cost is fixed and does not change unless the relevant conditions and factors affected to the flight cost are not changed.

4.3. All additional expenses of the CARRIER that may arise from the fault or initiative of the CHARTERER relevant to charter transportation shall be charged from the CHARTERER and must be paid by the CHARTERER during 10 (ten) days since the issue of bill.

4.4. The CHARTERER is liable in order established by law for correspondence of weight and volume of cargo indicated in airway bills with factual weight and volume of the cargo loaded into aircraft.

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4.5. In case of flight delay of aircraft in the airport of Tashkent for more than 4 hours by fault of THE CHARTERER, THE CHARTERER shall pay to the CARRIER lost profit caused by delay of the flight in the amount of 500 USD (five hundred dollar) per hour of delay as determined by schedule time of stay. The basis of compensation of lost profit shall be the ACT made by PDSP department of airports and signed by the representative Of THE CHARTERER or flight log. This amount shall be paid by THE CHARTERER upon receiving Invoice from the CARRIER during 10 banking days.

4.6. In case of failure to operate the flight due to the fault of CARRIER or due to Force Majeure, sum of CHARTERER's prepayment should be returned within 10 business days after receiving notification from CHARTERER in written form.

4.7. For untimed payment fulfillment, considered in the Agreement, guilty party is exacted fine at the rate of 0.4 percent from the total amount of payment for each day of late payment, but not more than 50% from the total amount of debt.

4.8. In case of cancellation of the requested flight less than 5 hours before flight operation, CHARTERER pays the CARRIER 5% fine from the flight price, and all additional expenses concerned with the cancellation within 10 days after invoicing by CARRIER.

## 5. FORCE-MAJEURE

5.1. The parties are exempted from the liabilities under this Agreement and shall not be responsible for nonfulfillment of the transportation due to force majeure circumstances, such as:

- weather conditions, acts of God, wars, governmental actions and other circumstances caused by events beyond reasonable control of the CARRIER or CHARTERER, preventing the aircraft to perform charter flight or forcing it to go to the emergency airport. In case if any of the abovementioned situations start taking place the captain of the aircraft shall be entitled:
  - a) to delay or cancel the flight due to weather or technical conditions;
  - b) reduce the acceptable commercial load;
  - c) to land, to make a stop or conduct a necessary maintenance along the flight, and also to change the route or terminate the flight provided the requirements of flight safety.

5.2. In case of emergence of non-planned expenses at airports of departure, interim and arrival (aircraft landing on reserve airport due to weather conditions or aircraft return to

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airport of departure etc.) concerned with flight operation occurred not by the fault of CHARTERER or CARRIER, these expenses shall be paid by both parties equally:

## 6. LIABILITIES OF THE PARTIES

- 6.1 Claims and complains on the Agreement can be solved by negotiation between parties, and in case if agreement not reached, in Interdistrict Economic Court of Prague.
- 6.2 The order of making claims and complains is determined by «Cargo transportation on Uzbekistan Airways regulation» and the present laws and regulations of the Czech Republic.
- 6.3 Parties responsibilities for failure to execute obligations is determined in compliance with regulations of the Agreement, Air Code of RU and civil regulations of RU.
- 6.4 CHARTERER is responsible for aircraft damage in the process of loading-unloading works by CHARTERER. In case of aircraft damage by the fault of CHARTERER he is responsible for the aircraft repair works based on repair cost and aircraft demurrage.
- 6.5. CHARTERER is responsible for compliance with customs and immigration Regulations at departure, interim and arrival airport.

## 7. VALIDITY OF THE CONTRACT, AMENDMENTS TO THE AGREEMENT

- 7.1. The Agreement comes into force from the moment of signing and valid till December 31, 2020.
- 7.2. Regardless of the Agreement validity time, Parties are obliged to execute all conditions taken at the signing the Agreement.
- 7.3. All additions, changes to the Agreement are valid if they are documented in a written form and signed by both Parties.
- 7.4. Conditions of the Agreement are confidential and cannot be presented to the third parties without the permission of the second party.

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- 7.5. In case of violation of the Agreement by one of the parties, the Agreement can be terminated by the other party unilaterally. Wherein the other party shall be notified in written form on the termination of the Agreement.
- 7.6. The Agreement is composed in English in 2 copies having the equal legal force, one for each party.

## 8. LEGAL ADDRESSES AND BANKING DETAILS OF THE PARTIES

### THE CARRIER:

EGT Express CZ s.r.o.

Olomoucká 1001, Velká Bystřice,

783 53, Czech Republic

tel. [REDACTED]

email [REDACTED]

www.egtexpress.com

ID: 62301951

VAT ID: CZ62301951

### Bank details:

Name of bank: ČSOB a.s.

(Československá obchodní banka a.s.)

Address: Radlická 333/150, 150 57 Praha 5

SWIFT/BIC: CEKOCZPP

EUR account: 176 438 268/0300

IBAN (EUR): CZ63 0300 0000 0001 7643 8268

USD account: 218 260 550/0300

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IBAN (USD): CZ87 0300 0000 0002 1826 0550

**THE CHARTERER:**

Ministry of Health of the Czech Republic  
Palackého náměstí 4  
128 01 Praha 2  
mzcr@mzcr.cz

Tel: [REDACTED]  
IČO: 00024341  
Bankovní spojení: 000000-0002528001/0710  
IBAN: CZ43 0710 0000 0000 0252 8001

Director

*Jaroslav Spáčil*



stamp

**EGT Express CZ s.r.o.**  
Olomoucká 1001  
783 53 Velká Bystřice  
IČO: 00024341

Director

*Mgr. et Mgr. Adam Vojtěch, MHA*



stamp

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MINISTERSTVO ZDRAVOTNICTVÍ  
ČESKÉ REPUBLIKY

Adam VOJTĚCH  
ministr

Prague, 18.3.2020

### AUTHORIZATION

Mgr. et Mgr. Adam Vojtěch, MHA, Minister of Health of the Czech Republic authorizes Ing. Marek Brosche to act on behalf of the Ministry of Health of the Czech Republic in business negotiations with international producers and distributors of personal protective equipment and other medical devices in order to mitigate ongoing epidemic of the COVID-19 disease. He is authorized to confirm orders a contracts in this matter.



Ing. Marek Brosche  
Ministry of Health of the Czech Republic  
Palackého náměstí 4  
Prague 2



Ministerstvo zdravotnictví, Palackého náměstí 375/4, 128 01 Praha 2  
tel./fax: [redacted], e-mail: [redacted]



MINISTERSTVO ZDRAVOTNICTVÍ  
ČESKÉ REPUBLIKY

Adam VOJTĚCH  
ministr

Prague, 18. 3. 2020

### Plná moc

### Power of Attorney

Ing. Marek Brosche, nar. [REDACTED]

Mr. Marek Brosche [REDACTED]

Je tímto zplnomocněn Českou republikou –  
Ministerstvem zdravotnictví, jednajícím Adamem  
Vojtěchem, ministrem zdravotnictví

is hereby authorized by  
the Czech Republic, represented by the Ministry of  
Health, the Ministry properly represented by Mr.  
Adam Vojtěch, the Minister of Health

Ve věci krize v souvislosti s epidemií onemocnění  
COVID -19

in the matter of:  
dealing with COVID-19 disease health crisis

Potvrzovat právní jednání, zejména smlouvy a  
objednávky

to represent the grantor of this Power of Attorney,  
especially to confirm contracts and orders

