

Parties:

No.:0224001528

Letiště Praha, a. s.

with its registered office at Prague 6, K Letišti
6/1019, Postal Code: 160 08,
ID No.: 282 44 532
Tax ID No.: CZ699003361
Commercial Register: Municipal Court in Prague, section B,
file 14003

(hereinafter referred to as the „**Client**“)

represented by: Ing. Jiří Kraus, Chairman of Board of
Directors and Ing. Tomáš Rohlena, Vice-Chairman of
Board of Directors

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Marcel Boschung AG

with its registered office at: Route des Muëses 2, CH-1753
Matran, Switzerland

ID: 103 878 241
Tax ID No.: CHE-103.878.241
Commercial Register:/Trade Register:
Bank: Credit Suisse, CH-1701 Fribourg
Bank Account No.: CH90 0483 5052 2019 6200 1
(hereinafter referred to as the „**Contractor**“)

and

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Conclude on the day, month and year indicated below the following Contractual arrangement (hereinafter referred to as the „**Contractual arrangement**“):

1. BUSINESS TERMS AND CONDITIONS AND THE SUBJECT MATTER OF THE CONTRACTUAL ARRANGEMENT

- 1.1 The business terms and conditions governing rights and obligations of the Client and the Contractor under this Contractual arrangement shall form an inseparable part of this Contractual arrangement, as Annex No.1 (hereinafter referred to as the „**TC**“). In case the Contractual arrangement does not explicitly state otherwise, the provisions of the TC shall apply.
- 1.2 In compliance with the conditions set forth hereof the Contractor hereby undertakes to deliver to the Client the performance specified in Article 2.1.1 hereof and the Client hereby undertakes to take over the performance delivered in compliance with this Contractual arrangement and pay for the performance the agreed price. The subject of this Contractual arrangement shall also be: purchase of performance, as defined in Article I.1 of the TC.

2. SPECIFICATION OF THE SUBJECT MATTER OF THE PERFORMANCE AND STIPULATION OF THE ESSENTIAL TERMS OF THE CONTRACTUAL ARRANGEMENT

- 2.1 The Parties hereby agree the following essential terms:
 - 2.1.1 The Contractor undertakes to deliver to the Client the Boschung spare parts according to catalogue items with prices for Client on address: eparts.boschung.com, [REDACTED] (hereinafter referred to as the „**Performance**“). Each purchasing order for delivery Performance by Client shall be sent to Contractor email address: [REDACTED]
 - 2.1.2 The Contractor undertakes to deliver the Performance to the Client
 - (a) in the term until (hereinafter referred to as the „**Term of delivery**“): 7 days for usual parts available on stock or date agreed by both Parties for special parts not available on stock
 - (b) in the following place (hereinafter referred to as the „**Place of delivery**“): Václav Havel PRAGUE AIRPORT, Prague 6 - Ruzyně, AREA SOUTH or place mentioned on purchasing order
 - (c) with the following guarantee (hereinafter referred to as the „**Guarantee period**“): 12 MONTHS
 - 2.1.3 The maturity day of the invoice shall be as follows: **the invoice will be paid in 30 days after delivery to Client**

3. IN WITNESS WHEREOF THE PARTIES ATTACH THEIR SIGNATURES:

Date:

Date:

Signature:

Name: Ing. Jiří Kraus
Function: Chairman of Board of Directors

Signature:

[REDACTED]

Signature:

Name: Ing. Tomáš Rohlena
Function: Vice-Chairman of Board of Directors

Annex No. 1: Business terms and conditions

I. Performance

- I.1 Subject matter of the Contractual arrangement.** On the basis of the agreement of the Parties the Contractor's obligation shall be also either (i) transfer of the ownership title to the object that is a subject matter of the Performance on the Client (hereinafter referred to as the "**Purchase of the performance**"), or (ii) execution of the object that is a subject matter of the Performance or its installation, maintenance, repair, alteration or execution of the object as a materially captured result of other activity (hereinafter referred to as the "**Execution of the performance**"), or (iii) secure, arrange or implement the Performance on behalf of the Client and on the Client's account (hereinafter referred to as the "**Securing of the performance**"), or (iv) secure, arrange, or implement the Performance for the Client (hereinafter referred to as the "**Commission**"), or (v) performance of the impartial determination of the state of a certain matter or verification of a certain activity and issuance of the controlling certificate (hereinafter referred to as the "**Controlling activity**").
- I.2 Ownership title and a danger of damage.** In case the Contractor's obligation under the Contractual arrangement is the Purchase of the performance or the Execution of the performance, the ownership title to the Performance and danger of damage to the Performance shall be transferred on the Client upon takeover of the Performance by the Client on the basis of the takeover protocol.
- I.3 Characteristics of the performance.** The Contractor undertakes to deliver to the Client the Performance in the quantity, kind and specification agreed upon in the Contractual arrangement and also free of any third party's rights and defects. In case the Contractor's obligation under the Contractual arrangement is the Purchase of the performance, the Contractor shall be obliged to deliver the Performance that is new, not used, defect free, fully functional and in the highest quality provided by its producer, and together with all the licences and rights necessary for its proper and undisturbed use by the Client.
- I.4 Intellectual property rights.** The Contractor hereby warrants that no copyrights, no rights of third persons to trademark, patent, utility design, industrial design, biotechnological invention, topography, semiconductor product, business name, appellation of origin and geographical appellation, business secret, know how, innovative improvement proposal or goodwill, shall be infringed by the use and takeover of the Performance by the Client.
- ### II. Term of delivery, takeover of the Performance
- II.1 Term of delivery.** The Contractor shall be obliged to deliver the Performance in the agreed Term of delivery. The earlier delivery than in the stipulated Term of delivery shall be possible solely on the basis of a prior written agreement of the Client.
- II.2 Takeover of the Performance.** The Contractor shall be obliged to deliver the Performance in the Place of delivery, at the agreed hour of the Term of delivery and in the quality and with all the documents and certificates relating to the Performance, and enable the Client to inspect the Performance and to verify its functionality. After the Contractor's inspection of the Performance and eventual verification of its functionality, the Parties shall execute a takeover protocol.
- II.3 Refusal of the takeover.** The Client shall not be obliged to take over the Performance, if, according to the Client's opinion, the Performance is in any way defective. In case the Client refuses to take over the Performance for the reason stated above, the Contractor shall be obliged to provide to the Client new Performance, that is fully in compliance with the specification contained in the Contractual arrangement, in the period of five (5) days commencing on the day following the Term of delivery, at the latest. The provision of Article II.2 of this TC shall in this case apply accordingly.
- ### III. Price, payment of the price, invoicing
- III.1 Price.** The Price stated in the Contractual arrangement shall contain all the Contractor's costs relating to the provision of the Performance (in particular transportation costs and installation costs, provided it is a subject of the Performance). The value added tax in the amount pursuant to the legal regulations in force shall be added to the Price.
- III.2 Means of payment of the Price.** The Price shall be payable on the Contractor's bank account stated in the Contractual arrangement on the basis of the invoice issued by the Contractor. The Price shall be payable in the currency in which it has been stipulated.
- III.3 Prerequisites of the Invoice.** The Invoice shall contain all essential elements of the tax document within the meaning of the Czech legal regulations in force and shall contain factually correct and sufficiently detailed data regarding the provided Performance. One (1) copy of the takeover protocol signed by the Client shall form the annex to the Invoice.
- III.4 Invoicing.** The Contractor shall be obliged to deliver the Invoice to the following address: Letiště Praha, a. s., evidence faktur, K Letišti 6/1019, 160 08 Praha 6, or via mail to address: invoices@prg.aero. The Client shall be entitled to return the Invoice to the Contractor in case the invoice does not contain all the prerequisites pursuant to Article III.3 of this TC. In this case the Contractor shall be obliged to immediately deliver the new invoice that meets all the requirements pursuant to Article III.3 of this TC. After delivery of

the new, correctly issued invoice, a new maturity period shall start to run.

- III.5 Maturity period of the invoice.** The maturity period of the invoice shall be 30 days from the date of its delivery to the address stated in Article III.4 of this TC. In case the due date falls on a Saturday, a Sunday or another holiday, 31 December or a day that is not a working day under Act No. 284/2009 Coll., on Payment Relations, as amended, the due date shall be postponed to the immediately following working day. The Client's obligation shall be considered to be fulfilled when the invoiced amount is debited from the Client's bank account in favour of the Contractor's bank account.

IV. Guarantee, guarantee claim

- IV.1 Guarantee.** The Contractor hereby warrants, that for the duration of the Guarantee period the Performance shall have the characteristics stipulated in the Contractual arrangement, and Article I.3 and I.4 of this TC. The Guarantee period shall begin to run on the day of the takeover of the Performance on the basis of the takeover protocol.
- IV.2 Guarantee claim.** The Client shall notify the Contractor of a defect of the Performance that occurred in the course of the Guarantee period without undue delay after its ascertainment (hereinafter referred to as the "**Notification of a defect**"). The Notification of a defect shall be sent to the Contractor in writing by registered mail or by means of fax or data message with attached electronic signature to the contact address stated in the Contractual arrangement. The Contractor shall confirm the delivery of the Notification of a defect within one (1) working day and start with elimination of the Notified defect within a period of two working days. The Contractor hereby undertakes to eliminate the defect within the period of five (5) working days from the Notification of a defect, at the latest. The elimination of a defect shall mean, in particular, a repair leading to the full and defect free functionality of the Performance, or delivery of a new, defect free Performance, as well as the elimination of a legal defect.

V. Contractual penalties, interest on late payment

- V.1 Contractual penalties.** The Contractor shall be obliged to pay to the Client:
- V.1.1** for the breach of the obligation to deliver the Performance in the Term of delivery a contractual penalty in the amount of 0,05 % of the Price for every, even commenced, day of delay with the due fulfillment of the obligation, or
- V.1.2** for the breach of the obligation to deliver the Performance after its refusal pursuant to Article II.3 of this TC within the period of five (5) days following the Term of delivery a contractual penalty in the amount of 0,05 % of the Price for every, even commenced, day of delay with the due fulfillment of the obligation, or
- V.1.3** for the breach of the obligation to remove a defect within the period pursuant to Article IV.2 of this TC a contractual penalty in the amount of 0,05 % of the Price for every, even commenced, day of delay with the due fulfillment of the obligation.
- V.2 Interest on late payment.** In case the Client is in delay with the payment of the invoice, the Client shall pay to the Contractor an interest on late payment in the amount of 0,01 % of the due amount for every day of such delay.
- V.3 Maturity of the contractual penalty and the interest on late payment.** The contractual penalty and the interest on the late payment shall be payable within 15 days from the day of a written claim for their payment.
- V.4 Relation to damages.** The assertion of a right for payment of the contractual penalty or the payment of the contractual penalty shall not affect the right to claim the compensation for damages in the full amount.

VI. Other provisions

- VI.1 Environmental Management System („EMS“).** Within the frame of the prevention of pollution and damage to the environment the Contractor shall be obliged to refrain from such activities that might directly or indirectly cause damage or threaten individual components of the environment and shall be obliged to follow all of the Client's instructions concerning the area of the protection of the environment. In case the Contractor breaches any of its obligations pursuant to the previous sentence, the Contractor shall be obliged to pay to the Client a contractual penalty in the amount of CZK 10.000,- for every such individual breach.

VI.2 Withdrawal from the Contractual arrangement. Both Parties shall be entitled to withdraw from the Contractual arrangement in case the other Party is in a substantial breach of its obligations. The substantial breach of obligations shall mean:

VI.2.1 the Performance does not have the characteristics stipulated in the Contractual arrangement or in Article I.3 or Article I.4 of this TC and the remedy is not provided even in the additional period of seven (7) days from the day when the Client refuses to take over the Performance pursuant to Article II.3 of this TC, or

VI.2.2 the Contractor does not deliver the Performance to the Client even within a period of five (5) days from the stipulated Term of delivery, or

VI.2.3 the Contractor is in delay with the payment of the Price for a period longer than 30 days from the due date.

The expression of the will to withdraw from the Contractual arrangement shall be done in writing and delivered to the other party. The withdrawal shall take effect upon delivery of the withdrawal notice to the other party.

VI.3 Prohibition of pledge or assignment. The Contractor shall not be entitled without a prior agreement of the Client to assign or pledge any of its claims arising from this Contractual arrangement.

VI.4 Applicable law. The Contractual Arrangement shall be governed by the laws of the Czech Republic. Rights and obligations that are not explicitly regulated in the Contractual arrangement shall be, in compliance with the subject matter of the Performance, governed by the relevant provisions of Act No. 513/1991 Coll, Commercial Code, as amended, for the relevant type of a contract. The Contractual Arrangement may be modified and amended solely by means of a written amendment.

VI.5 Dispute resolution. The Parties undertake to resolve all disputes that arise between them in connection with performance of the obligations under the Contractual arrangement or in connection with its interpretation, by negotiation and mutual agreement. In case the dispute is not resolved within 20 days, both Parties shall be entitled to submit the dispute to the Arbitration Court attached to the Commercial Chamber of the Czech Republic and Agricultural Chamber of the Czech Republic. The dispute shall be decided by this Court with final validity under its Order and Rules by one arbitrator nominated by the chairman of the Arbitration Court.