

Client's Contract Number:
0224003809/1

Provider's Contract Number:

**AMENDMENT NO. 1 TO THE CONTRACT FOR PREVENTIVE AND CORRECTIVE MAINTENANCE
FOR BHS EQUIPMENT FOR WARRANTY AND POST-WARRANTY SERVICE FOR BAGGAGE
SORTING LINES IN TERMINAL 1 AND TERMINAL 2**

(Hereinafter "**Amendment**"):

Letiště Praha, a. s.

Registered Office: K letišti 1019/6, Ruzyně, 161 00 Praha 6
Entered in the Commercial Register at the Municipal Court in Prague, Section B, File 14003
ID: 282 44 532
VAT: CZ699003361
Bank: UniCredit Bank Czech Republic and Slovakia, a.s.
Account number (CZK): 801812025/2700

(Hereinafter "**Client**")

and

Vanderlande Industries B.V.

Registered Office: Vanderlandelaan 2, RB 5466 Veghel, The Netherlands
Registered in the Trade Register maintained by the Chamber of Commerce, File: 16017956
ID: 16017956
VAT: CZ681556429; NL001160102B01
Bank: Rabobank N.V.
Account number (CZK): IBAN: NL63 RABO 0153 2516 46 / BIC: RABONL2U

(Hereinafter "**Provider**")

The Client and Provider hereinafter referred to collectively as "**Parties**" or individually as "**Party**".

Preamble

Whereas the:

- (A)** On 10 December 2018, the Parties entered into a contract for Preventive and Corrective Service for BHS equipment for warranty and post-warranty service in the baggage sorting hall in Terminal 1 and Terminal 2 Client's ev. No. 0224003809 (hereinafter referred to as the "**Contract**"), whereas this above mentioned BHS equipment was handed over on the basis of a Work Contract, Client's ev. No. 0224003525, concluded between the Client and the Provider as the contractor of the work (hereinafter referred to as the "**Work Contract**" and "**Work**"),
- (B)** changes of the Work during its implementation affect the scope of services provided under the Contract and there is an increase in the volume of Services,

- (C) a part of the existing BHS equipment in the baggage sorting hall in Terminal 2 is not a part of the Work and was not included in the original obligation under the Contract, but it is necessary to ensure its service,

the Parties have agreed in accordance with the applicable provisions of Law No. 89/2012 Coll., Civil Code, as amended and effective (the "Civil Code"), as follows:

I. CHANGES OF THE CONTRACT

- 1.1** The Parties have agreed to amend Annex No. 1 to the Contract - Price List, for items that are marked as amended in Annex No. 1/D1 to this Amendment. These changed items reflect all changes under this Amendment, i.e. changes based on related changes in the Work Contract correspond to changes in the Tilt Tray items, and parts of existing BHS equipment, not originally included in the Contract, are reflected in the Conveyor Systems items and the RAS controlling system items. Other (unmarked) items in Annex No. 1/D1 remain valid and unchanged.

II. OTHER PROVISIONS

- 2.1** The parties declare that the item prices listed in Annex No. 1/D1 to this Amendment No. 1 constitute a trade secret in the sense of § 504 of the Civil Code, and undertake to ensure its confidentiality and to protect it accordingly. For the avoidance of doubt, the Parties declare that they do not consider the facts set out in this Amendment other than those set out in the first sentence of this provision of the Amendment to be a business secret.

III. FINAL PROVISIONS

- 3.1** This Amendment shall enter into force on the date of its signature by both Parties and take effect on 1.1.2021. However, if a mandatory provision of a special legal regulation stipulates that this Amendment may effect at the earliest on a certain day which is later than the effective date of this Amendment referred to in the previous sentence, this Amendment shall not take effect until the date on which this Amendment may take effect in accordance with such mandatory provision of a special legal regulation.
- 3.2** The Client notifies the Provider and the Provider acknowledges that the Client is a person specified in § 2 par. n) of Act No. 340/2015 Coll., on special conditions of effectiveness of certain contracts, publication of these contracts and on the register of contracts (Act on the Register of Contracts), as amended. The Provider declares that it is aware of the fact that this Amendment, as concluded, including appendices and other components, may be published by the Client in the register of contracts and agrees with such publication. However, the Client is entitled, but not obliged, to remove from the Amendment before its publication information that is not or does not have to be published according to the Act on the Register of Contracts. This Amendment will be published in the Register of Contracts.
- 3.3** Possible performance of the Parties within the scope of this Amendment, resp. the Contract as amended by this Amendment, which would be provided by one of the Parties before the effectiveness of this Amendment, shall be deemed performance under this Amendment, resp. under the Contract as amended by this Amendment. The rights and obligations arising from this performance are governed by this Amendment, resp. the Contract as amended by this Amendment.
- 3.4** Other provisions of the Contract not affected by this Amendment shall remain in force without change.
- 3.5** This Amendment is translated into English. This English translation is Annex No. 2/D1 to this Amendment. In the event of a conflict between the language versions, the Czech version of the documents shall prevail.
- 3.6** This Amendment is executed in four (4) copies, each with the validity of the original. The Client shall receive three (3) copies and the Provider shall receive one (1) copy of this Amendment.

3.7 To prove their agreement with the text and content of this Amendment, the Parties have attached their signatures.

3.8 All the following annexes shall form an integral part of this Amendment, whereas the list of annexes is as follows:

3.8.1 Annex No. 1/D1: Price list

3.8.2 Annex No. 2/D1: Translation of this Amendment into English

IN WITNESS WHEREOF, the Parties have duly signed this Amendment.

Date:

Date:

For the Client:

For the Provider:

Ing. Jiří Černík
Member of the Board
Letiště Praha, a. s.

Herman Molenaar
Chief Financial Officer
Vanderlande Industries B.V.

Ing. Jiří Kraus
Vice-Chairman of the Board
Letiště Praha, a. s.