

CREW TRANSPORT AGREEMENT

OSR
No 21013

Between: **Swiftair S.A.**
Calle Ingeniero Torres Quevedo 14
28022 Madrid
Spain
VAT: ESA78348612
represented by xxx
as a CUSTOMER

and: **Letiště Ostrava, a.s.**
742 51 Mošnov č.p. 401
Czech Republic
VAT CZ 268 27 719
represented by: Jaromír Radkovský, Chairman of the board and
Michal Holubec, Vicechairman of the board
as a CONTRACTOR

collectively referred to as “**the Parties**” or individually as “**the Party**”

§ 1 **Subject**

The CONTRACTOR will provide a crew transport from/to Ostrava Airport for the CUSTOMER:

a) locations:

- airport = Ostrava Airport, 742 51 Mošnov
 - 1) UPS flights: Departure Terminal
 - 2) DHL flights: Cargo Terminal
- hotel = Best Western Hotel Vista, Kpt. Vajdy 3046/2, Ostrava

b) schedule:

- 1) UPS flights: Monday-Friday 06.50 from the airport and 20.50 from the hotel
- 2) DHL flights: Monday-Friday 05.40 from the airport and 18.55 from the hotel

c) to avoid waiting for late crew, CUSTOMER suggests to use the "flightradar24" application where the flight status is displayed after entering the morning flight number

- 1) UPS flights: SWT 1906
- 2) DHL flights: BCS 5572

§ 2 **Price**

xxx

§ 3 **Invoicing**

The CONTRACTOR shall issue invoices in EUR at the end of each month and send them to the following email addresses:

- xxx
- xxx

Monthly crew transport specification shall be attached to the invoice.

§ 4

Payment terms

The CUSTOMER will arrange a full payment by bank transfer within 21 days from date of issue.

Bank details of the CONTRACTOR for bank transfer are as follows:

Bank connection: Komerční banka a.s.

Address: Nádražní 12, 730 01 Ostrava 1

Account number: 27-2504150247/0100 (EUR)

IBAN: CZ71 0100 0000 2725 0415 0247

Swift: KOMBCZPPXXX

§ 5

Force majeure

The both parties will not be held responsible for any delays caused by weather, strikes, and acts of God.

§ 6

Arbitration and Applicable Law

All disputes arising in connection with this Agreement shall be settled by arbitration in Ostrava in Czech Republic.

This Agreement, as well as the rights and obligations of the Parties, are entirely governed by, and shall be interpreted in accordance with, Czech law.

§ 7

Duration of the Agreement and Termination

This Agreement is concluded for an indefinite period of time. This agreement is valid from the day and time of the signing it by both Parties. Either party may terminate this Agreement by giving one month written notice. Any modification or addition of this Agreement including modification of price as stated in § 2 shall be made by a written and numbered amendment signed by both Parties after previous arrangement.

§ 9

Publication of Agreement

The Contracting Parties have agreed on this Agreement being entered into Register of Agreements established by the Czech Ministry of the Interior in accordance with the Act No. 340/2015 Coll, on special conditions of some agreement efficiency, the agreements publication in the Register of Agreements (the Act of Register of Agreements), and they express their consent with the publication including publication of personal data in the meaning of the Act No. 110/2019 Coll., on the personal data processing.

This Agreement becomes valid on the date of its signature by both Contracting Parties, but becomes effective on the date of its publishing in the Register of Agreements stated above.

The both Contracting Parties state the covenant regarding the price is a business secret of the both Contracting Parties in the meaning of § 504 Act No. 89/2012 Coll., Civil Code, and it is excluded from publication in the Register of Agreements in accordance with § 5 Par. 6, Section 8 of the Act No. 340/2015 Coll.

The Contracting Parties identically state the data in the section § 1 of this Agreement contain business secret and protected confidential information and, as such, they shall be excluded from publication.

Quick communication

If to the CUSTOMER:

xxx

xxx

If to the CONTRACTOR:

xxx

xxx

24h contact to modify or cancel crew transport xxx

Done in Ostrava on 20 January 2021 in two originals, each party acknowledging receipt of one original.

CUSTOMER

CONTRACTOR

xxx

County Manager

Jaromír Radkovský

Chairman of the board

Michal Holubec

Vicechairman of the board