

# SUPPLEMENT No. 1



## STANDARD GROUND HANDLING AGREEMENT (SIMPLIFIED PROCEDURE)

(internal agreement number of the Handling company 16022)



effective as of February the 1st 2016



by and between	Polskie Linie Lotnicze "LOT" S.A. (LOT Polish Airlines joint stock company)
having its principal office at	ul. Komitetu Obrony Robotników 43, 02-146 Warsaw, Poland, registered in the Register of Entrepreneurs kept by the District Court for the City of Warsaw XIV – th Commercial Division of the Domestic Court Register under the no. KRS 0000056844, Tax Identification Number NIP 522-000-23-34, and equity capital of PLN 203.214.923,28 (paid up in full)
hereinafter referred to as the	Carrier
and	Letiště Ostrava, a.s.
having its principal office at	Mošnov č.p. 401, 742 51 Mošnov, Czech Republic, registered in the Regional court at Ostrava, Section B, File 2764, Company identification number 26827719, VAT number CZ26827719
hereinafter referred to as the	Handling Company

This supplement

to appendix B 1.0

for location

Ostrava (OSR)

Is entered into this

on the date of signing and

is valid from this

November day 8th 2021

hereinafter referred to individually as "Party" and jointly as "Parties"

#### PREAMBLE:

This supplement to Annex B 1.0 is prepared in accordance with the simplified procedure whereby the Parties agree that the terms of the Main Agreement and Annex A of the SGHA of January 2008 as published by the International Air Transport Association shall apply to this Annex B as if such terms were repeated here in full. By signing this Annex B, the Parties confirm that they are familiar with the aforementioned Main Agreement and Annex A.



This supplement changes the Paragraphs and Sections as specified hereafter:

## A) The cancellation and fully replacement by new texting of the below specified parts

- The Paragraph 1 Handling services and charges,
  - Sub-paragraph 1.1,
  - Sub-paragraph 1.2, SECTION 7 SECURITY
- The Paragraph 5 Settlement,
  - Sub-paragraph 5.1.
  - Sub-paragraph 5.2.1
  - Sub-paragraph 5.2.2
  - o Sub-paragraph 5.4

## B) Change and addition of new sub-paragraphs in the below specified parts

- The Paragraph 5
  - Sub-paragraph 5.2.5
- The Paragraph 7 Duration, Modification and Termination,
  - Sub-paragraph 7.4 is renumbered to 7.8,
  - O Sub-paragraphs 7.4, 7.5, 7.6 and 7.7 are added as new
- The Paragraph 8 MONITORING OF MEASURABLE SPECIFICATIONS
  - Sub-paragraph 8.1 is added as new

### Paragraph 1 - Handling services and charges

- 1.1 For single ground handling consisting of the arrival and the subsequent departure at agreed timings of the same truck (truck with ULDs or loose load) or same aircraft, the Handling Company shall provide the following services of Annex A as listed in Paragraph 1.2 at the following rates as stated in Paragraph 1.1.1.
- 1.1.1 Handling Charges



Paragraph 1 – Handling services and charges

#### 1.2 AGREED FACILITIES and SERVICES as per Annex A listed in its sections

#### SECTION 7 SECURITY

- 7.2 Cargo and Post Office Mail
- 7.2.1 (a) Provide
  - (1) Control of access to the cargo facilities
  - (2) Screening of cargo and/or mail.
  - (3) Physical examination of cargo
  - (4) Holding of cargo and/or mail for variable periods
  - (5) Secure storage of cargo and/or mail.
- 7.4 Aircraft/Truck (on request only; will be charged to the Carrier)
- 7.4.3 (a) Arrange for security personnel
  - (1) to safeguard all Loads during the transport between aircraft/truck and designated locations.
  - (2) during offloading and loading of truck





## Paragraph 5 - Settlement

5.1 Notwithstanding Sub-Article 7.2 of the Main Agreement, settlement of account shall be effected as follows: The Handling Company will invoice the Carrier monthly with the charges arising from the provision of the handling services rendered under this SGHA. Invoice will be issued in CZK currency in accordance with local tax regulations.

5.2.1 The Handling Company shall send invoice electronically via email to the following address(es):

5.4 Bank details of the Handling Company for bank transfer are as follows:

Beneficiary: Letiště Ostrava, a.s.

Bank connection: Česká spořitelna, a.s.

Address: Budějovická 1518/13B, 140 00 Praha 4

Account number: 2758632/0800 (CZK) IBAN: CZ96 0800 0000 0000 0275 8632

Swift: GIBACZPX

The Handling Company shall specified bank account details on each invoice.

Any change of the bank account data specified hereinabove requires execution of a written amendment dully signed by both Parties.

Subparagrapf 5.5. shall be added as follows:

5.5. Fulfilling the obligation provided in article 4c of the Act on preventing excessive delays in commercial transactions (Journal of Laws of 2021, item 424, as amended from time to time) Carrier. declares that it holds the status of large entrepreneur within the meaning of article 4 point 6 of the above mentioned Act, which remains consistent with the overall objectives of the Directive 2011/7/EU of the European Parliament and of the Council of 16 February 2011 on combating late payment in commercial transactions.

In case that any payment should be done to the Carrier, the Handling Company is obliged to use the following bank account details:

Bank: PEKAO S.A., Warsaw, Poland

Swift: PKOPPLPW

IBAN CZK: PL36124062921213001093335589 Beneficiary: POLSKIE LINIE LOTNICZE "LOT" S.A

To ensure the correct communication regarding the assigned matters and payments to be the Handling Company indicates the following e-mail addresses of its representatives:

To ensure the correct communication regarding the assigned matters and payments to be the Carrier indicates the following e-mail addresses of its representatives:





## PARAGRAPH 6 ENVIRONMENT

- 6.1 The Handling Company shall operate in an environmentally responsible and efficient manner in order to minimize adverse impacts on the environment. The Handling Company is encouraged to converse natural resources, to avoid the use of hazardous materials where possible and to engage in activities that reuse and recycle.
- 6.2 The Handling Company shall comply with all applicable environmental regulations and adhere to respective restrictions.

All others Paragraphs and Sections of Annex B 1.0 between Parties remain unchanged.

IN WITNESS WHEREOF, the Parties have caused this Supplement to be executed by their duly authorized representatives as of the date of its signing by both parties.

## Paragraph 7 - Duration, Modification and Termination

- 7.4 The Parties have agreed the Handling Company is entitled to let the Cargo Handling price according hereto to be entered into, or Standard Handling Agreement-Simplified Procedure Annex B1.0 or this Supplement No. 1 to be entered into the Register of Agreements established by the Ministry of Interior in accordance with the Act No. 340/2015S Coll., on special conditions of some agreement efficiency, the agreements publication in the Register of Agreements (the Act on 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 personal data processing.
- 7.5 The both Contracting Parties state the covenant regarding the Cargo Handling price is a business secret of the both Contracting Parties in the meaning of § 504 Act No. 89/2012S 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.
- 7.6 The Contracting Parties identically state the data provided in the Paragraph 1, Sub-paragraph 1.1.1, 1.4, 1.5, Paragraph 2 and Paragraph 3 contain business secret and protected confidential information and, as such, they shall be excluded from any publication.
- 7.7. This Supplemet No. 1 comes into the effectiveness upon a day it is signed by the both Contracting Parties, and into the efficiency as to a day of 8th November 2021. If this Agreement is only published in the Register of Agreements after a date of 8th November 2021, the Agreement will come into the efficiency upon its publishing in the Register of Agreements.



#### PARAGRAPH 8 MONITORING OF MEASURABLE SPECIFICATIONS

8.1 Handling activity provided by the Handling Company has to be under process of permanent monitoring to ensure cargo requirements that affect the safety and/or security of aircraft operations are being fulfilled. All data related to irregularities that have an impact for safety and/or security must be reported to the Carrier in accordance Carrier's Ground Handling Manual – in particular:



It is agreed that because measuring the above is not included in the usual SLA-Report, the following applies:







Duly signed on.....

at Mošnov

Duly signed.on.....

at Warsaw

for and on behalf of Letiště Ostrava, a.s.

for and on behalf of Polskie Linie Lotnicze "LOT" S.A.

Name:
Position:

Name:
Position:

Name:
Position:

